

**PROJECT MANUAL**

**CURRY COUNTY  
ADULT DETENTION CENTER  
SLIDER DOOR REPLACEMENT  
FOR**

**CURRY COUNTY  
CLOVIS, NEW MEXICO**



**NCA Project No. A2221**

**July, 2023**



**ARCHITECTS • PLANNERS • AIA**

Curry County Detention Center  
Slider Door Replacement  
NCA Project #A2221

**SECTION 00-0020  
PROJECT DIRECTORY**

**OWNER:** Clovis County  
417 Gidding Street, Suite 100  
Clovis, NM 88101  
(575) 763-6016  
Ben Roberts, Public Services Director

**ARCHITECTS:** NCA Architects, P.A.  
John Layman, Sr. VP/Project Manger  
1306 Rio Grande Blvd. NW  
Albuquerque, NM 87104  
(505) 255-6400  
(505) 268-6954 – fax

**SECURITY CONSULTANT:** Security Design Consultant  
2120 Academy Circle, Suite H  
Colorado Springs, CO 80909  
(719) 232-2896

END OF SECTION 00-0020

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# County of Curry



## Request for Proposals No. 2023/24-02

### Detention Center Door Replacement

Issue Date:  
August 18, 2023

**Mandatory Notice to Owner of Intent to Propose Form Due:**  
September 8, 2023 at 5:00 p.m.

**Proposal Due:**  
September 19, 2023  
Time: 2:00 p.m.

Curry County Administration Office  
417 Gidding St., Suite 100  
Clovis, NM 88101  
Attn: Finance Department/Procurement Office

Proposals must be submitted in a sealed envelope  
that is clearly marked  
"RFP No. 2023/24-02 Do Not Open"

The Board of County Commissioners for Curry County, State of New Mexico (County) is requesting competitive sealed proposals for Door Replacements at the Adult Detention Center located at 801 Mitchell St, Clovis, NM.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version on a USB “memory stick” must be received no later than September 19, 2023 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

**IMPORTANT:**

**Sealed Proposal** along with RFP number, the Offeror’s name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent, Melynda Crouch: [mcrouch@currycounty.org](mailto:mcrouch@currycounty.org)) by email immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

**NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE**

Melynda Crouch  
Purchasing Agent/Procurement Officer  
[mcrouch@currycounty.org](mailto:mcrouch@currycounty.org)

**APPENDIX A**  
**MANDATORY “NOTICE TO OWNER OF INTENT TO PROPOSE”**  
**RFP #: 2023/24-02**

By signing this “Mandatory Notice to Owner of Intent to Submit a Proposal” the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner’s written responses to those questions, as well as any RFP amendments that may be issued. **All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, [mcrouch@currycounty.org](mailto:mcrouch@currycounty.org), Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on: **September 8, 2023**

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_  
(Printed Name & Title)

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person authorized to sign for Firm

**ALTERNATE CONTACT PERSON/INFORMATION: \*This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.**

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

Telephone: \_\_\_\_\_ E-Mail Address of Alternate Contact: \_\_\_\_\_

**PLACE AN ‘X’ ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm DOES INTEND to respond to this RFP  
\_\_\_\_\_ Firm DOES NOT INTEND to respond to this RFP

## **PURPOSE/GOAL**

The purpose of the project is to replace existing doors located in the housing areas of the Adult Detention Center (ADC) located at 801 Mitchell Street, Clovis, NM that tie into the existing security electronics system to enhance the safety and security of the facility.

The County would like to contract with an offeror that offers experience and a solid background in working in detention facilities, as well as experience and expertise in working with detention security electronics systems as well as installing detention doors.

This is a qualifications-based selection with cost as consideration. The Offeror is required to provide the qualifications and other documents as requested in this RFP.

## **SCOPE OF WORK**

The successful Offeror shall replace certain existing detention doors and tie them into the existing security electronics system in the Adult Detention Center as described in this solicitation and according to Drawings and Specifications prepared by NCA Architects, which are attached as Exhibit A, to replace certain doors in the Curry County Detention Center. The Detention Center is a fully functional Detention Center housing inmates 24 hours a day, 7 days a week, 52 weeks a year and the work shall be coordinated with the County staff and phased to eliminate as much disruption to operations as possible. A summary of services the Contractor shall perform to complete the Project, include, but are not limited to, the following:

- A. Planning, supervision and timely completion of the Project
- B. Prepare, monitor, and maintain Project schedule including scheduling and phasing the Work to allow for continuous operation of the existing detention facilities
- C. Material procurement, delivery, and storage
- D. Submittals and Project documentation
- E. Manage construction labor and materials



- F. Coordinate with Owner direct labor, subcontractors, and Owner furnished equipment suppliers, if applicable
- G. Manage site access, safety, security, and quality control
- H. Manage testing and inspections
- I. Project close-out and inspection

## **ADDENDA**

Addenda will be delivered to all who attend the mandatory pre-proposal conference and signed in with name, company name, email address, phone number and returned the mandatory Notice to Owner of Intent to propose form.

Copies of addenda will be made available for inspection wherever bid documents are on file for that purpose

## **PROJECT CONTACTS**

Any questions regarding this Request for Proposal must be submitted **by email** to the Purchasing Agent listed below. The County will only consider questions submitted in writing by Offerors regarding the RFP, including requests for clarification and request to correct errors.

Melynda Crouch  
Purchasing Agent  
417 Gidding St. Suite 100  
Clovis, NM 88101  
Email: [mcrouch@currycounty.org](mailto:mcrouch@currycounty.org)

Written questions/request must be submitted no later than 2:00 PM (Mountain Daylight Time) on September 8, 2023 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the below email address will be considered. Oral questions/requests will not be considered. Written or oral

questions/requests submitted to any other Department or employee will not be considered.

## **PRE-PROPOSAL CONFERENCE**

**A mandatory Pre-Proposal conference is scheduled for September 6, 2023 at 2:00 p.m. The conference will be held in person.**

RFP 2023.24.02 Detention Center Door Replacement Pre-Proposal Conference:  
801 Mitchell Street  
Clovis, NM 88101

## **BID SECURITY**

Each offeror shall submit a certified check or a satisfactory bid bond provided by a surety company authorized to do business in the State of New Mexico in an amount equal to (5%) five percent of the total amount of the bid, with each bid proposal. The security is required as outlined in Section 13-1-146 NMSA 2018.

## **PERFORMANCE BOND**

This (performance bond) shall be required on any contract awarded in excess of twenty-five thousand dollars (\$25,000.00). The successful bidder shall supply the County with a performance bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid prices. This bond is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

## **PAYMENT BOND**

This (payment bond) shall be required on any contract awarded in excess of twenty-five thousand dollars (\$25,000.00). The successful offeror shall supply the County with a payment bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided in the contract and is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

## **WAGES**

Wages will be paid in accordance with the State of New Mexico Public Works Statutes regarding Wage Rates and/or Davis Bacon Federal Wage Rates. The Wage Decision number for this project is **CU-23-2194-B**. A Wage Rate Schedule is enclosed with this Bid. Contractor and all tiers of subcontractors will submit certified weekly payrolls to the County Public Services Directly (BI-Weekly).

## **SUBCONTRACTORS**

The listing threshold for subcontractors for this project is **\$11,250** and shall be submitted in compliance with 13-4-32 thru 13-4-43 NMSA 2018. There shall be only one subcontractor listed for each classification.

The County reserves the right to disqualify subcontractors and suppliers in accordance with the conditions of this RFP and this Contract. The offeror agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as the offeror is for the acts and omissions of persons directly employed by the offeror. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and Curry County.

The offeror may be required to establish the reliability and responsibility of the proposed subcontracts or of any manufacturer to furnish and perform the work in accordance with the contract documents and completion schedule and may also be required to require performance and payment bonds of some or all subcontractors in conformance with section 13-4-37 NMSA 2018.

The offeror shall list the Subcontractors he/she proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bid Documents. Pursuant to Chapter 18, Laws of 1988, 2nd Session; as follows:

**“AN ACT**  
**RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR**  
**FAIR PRACTICES ACT.**

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

**13-4-31            SHORT TITLE**

Section 1 through 12 of this Act may be cited as the "Subcontractors Fair Practices Act".

**13-4-32            LEGISLATIVE FINDINGS**

The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among Contractors and Subcontractors and lead to insolvencies and loss of wages to employees.

**13-4-33            DEFINITIONS**

As used in the Subcontractors Fair Practices Act:

- A.** "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;
- B.** "subcontractor" means a contractor who contracts directly with the contractor;
- C.** "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;
- D.** "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor's, subcontractor's or using agency's interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and
- E.** "using agency" means any state agency or local public body requiring services or construction.
- (F.) (added for clarity from 13-4-13.1)** "listed subcontractor" means a subcontractor who is currently registered with the labor and industrial commission.

**13-4-34            LISTING OF SUBCONTRACTORS; REQUIREMENTS**

- A.** Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars (\$5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including bid lots, whichever is greater. If the bidding documents do not include a listing threshold, then the using agency shall supply the

listing threshold. If the listing threshold has not been included, the bid opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:

(1) The name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and

(2) The category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

**B.** A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

**C.** This section does not apply to second tier subcontractors, material suppliers or subcontractors whose contract is less than the greater of the listing threshold as indicated in Subsection A of this section.

**13-4-35**

**EXEMPTION**

With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

**13-4-35.1**

**APPLICATION OF ACT**

The Subcontractors Fair Practices Act shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

**13-4-36**

**SUBSTITUTION OF SUBCONTRACTOR**

**A.** No Contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the

terms of such subcontractor's written bid, is presented to him by the Contractor;

**(2)** When the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;

**(3)** When the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;

**(4)** When the subcontractor listed in the original bid fails or refuses to perform his subcontract;

**(5)** When the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;

**(6)** When a bid lot accepted by the using agency causes the listed subcontractor's bid not to be low;

**(7)** When the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete;

**(8)** When the listed subcontractor fails or refuses to meet the bond requirements of the contractor; and,

**(9)** When it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the subcontractor bid work for which he was not licensed by the Construction Industries Division of the Regulation and Licensing Department.

**(10)** When it determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

**B.** Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five (5) working days' notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

**C.** No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.

**D.** No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing

threshold as to which his original bid did not designate a subcontractor unless:

(1) The contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or

(2) The contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that only one subcontractor's bid was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

#### **13-4-37 BOND REQUIREMENTS**

**A.** It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

**B.** In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefore, furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 59A-1-18, NMSA 2018) and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 2018. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:

(1) Specifies that the expense for the bond shall be borne by the subcontractor; and

(2) Clearly specifies the amount and requirements of the bond.

#### **13-4-38. FAILURE TO SPECIFY SUBCONTRACTOR**

If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 2018.

**13-4-39. INADVERTENT CLERICAL ERROR**

**A.** The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within four (4) working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

**B.** Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

**C.** The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

**(1)** The contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening; or

**(2)** Affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

**D.** If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor's written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid registries or



depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

**13-4-40. EMERGENCY SUBCONTRACTING**

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

**13-4-41. PENALTIES**

**A.** When a contractor violates any provision of the Subcontractors Fair Practices Act except Section 13-4-34 NMSA 2018, the using agency shall:

**(1)** In the case of a contractor who substitutes another subcontractor in violation of Section 13-4-36 NMSA 2018, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

**(2)** In the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section 13-4-36 NMSA 2018, assess the substituted subcontractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor; or

**(3)** In the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section 13-4-38 NMSA 2018, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

**B.** Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

**C.** In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

**D.** A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

**E.** A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

**F.** Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

**13-4-42. COVERAGE OF HOME RULE MUNICIPALITIES**

Any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico is expressly denied authority to legislate regulation of the subject matter covered in the Subcontractors Fair Practices Act that conflicts with the provisions of that act.

**13-4-43. DISPUTE RESOLUTION**

Once the using agency has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the using agency or agent of the using agency may:

**A.** Hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "form of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute which the complainant expects to be determined. The agent or the using agency shall evaluate the issues presented by both sides of the dispute and render a decision within ten days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

**B.** Refer the matter in dispute to be resolved through arbitration."

**END OF SUBCONTRACTORS FAIR PRACTICE ACT**

**POST-AWARD INFORMATION**

**SUBMITTALS TO COUNTY/ARCHITECT/ENGINEER**

Within five (5) days after Notice of Award, the required bonds and certificates of insurance shall be submitted.

**EXECUTION AND APPROVAL OF CONTRACT**

The Contract shall be signed by the successful proposer and returned, together with all required bonds and certificates of Insurance, within five (5) calendar days of the date of Notice of Award. No contract shall be effective until it has been fully executed by all of the parties thereto.

**NOTICE TO PROCEED**

The County will issue a written Notice to Proceed to the Offeror stipulating the date from which Contract time will be charged and the date contract time is to expire, subject to valid modifications of the Contract authorized by Change Order.

#### FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable contract bonds and certificates of insurance within five (5) calendar days after the date of the Notice of Award shall be cause for cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the County may decide.

#### CONSTRUCTION TIME

The Work to be performed under this Contract shall be commenced no later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved no later than 300 consecutive calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

#### LIQUIDATED DAMAGES

The Contract will include a binding statement that calculating the County's actual damages for late completion of the project would be impractical, unduly, burdensome, and would cause unnecessary delay. As liquidated damages and not as a penalty, the selected Contractor shall stipulate that the amount of daily liquidated damages of five hundred dollars (\$500) per day will be imposed against the offeror and deducted from the contract price up to and including the date of County's acceptance of the completed project until fully certified by the Architect as being substantially complete as that stage of completion is defined in the conditions of the contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

#### 1. CONTRACT CHANGES

Work shall be subject to change by additions, deletions, or revisions made by the County. County shall notify Offeror of such change by delivery of additional and/or revised drawings, specifications, exhibits, or written order.

Whenever the work is changed by addition, deletion, or revision by County, an equitable adjustment in the Contract Price or the contract time is appropriate. Offeror shall submit to Architect and the County within a reasonable time, a detailed estimate with supporting calculations and pricing together with any adjustments to the Contract Price and Contract time. Pricing and compensation for the adjustment shall be made through mutual agreement between parties; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined based on the cost to the Offeror, plus reasonable amounts for overhead and profit. Offeror shall not perform any change in the work or allow any change in the contract price or the contract term, until and unless the County Manager or the Board of County Commissioners has approved the same in writing. Upon receipt of such written notice of change from the County, Offeror shall diligently perform the change in strict accordance with the contract and the change order.

## **WARRANTY**

Offeror shall provide County with a full one (1) year warranty on the project, commencing on the date of substantial completion of work and running for a period of twelve (12) months thereafter. During this twelve (12) month warranty period, offeror shall make monthly visits to the property and provide any and all necessary and/or recurring maintenance and repairs, correct and/or replace such other areas of concern as are identified in writing by the County.

## **REQUIREMENTS FOR PROPOSAL**

- 1.** The selected firm shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version on a USB “memory Stick” of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
- 2.** The selected firm with the top-ranking proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
- 3.** Proposals shall not exceed fifty (50) printed sheet face pages exclusive of cover letter, divider sheets, proof of financial stability and all other forms included in the RFP.

## **PROPOSAL PACKAGE**

Each proposal submitted must address the required Evaluation Criteria. The County must assign a weight factor to each of the Evaluation Criteria to communicate to the selected firm the relative importance of each.

### **Volume 1- Technical Proposal Package**

**Each offeror must submit the following as labeled, tabbed and in the same order as follows:**

**Letter of Transmittal:** This is a brief letter to the County which provided the following information:

- a. Name and address of the selected firm
- b. Names, title and telephone number of the contact person for the offeror
- c. A statement that the proposal is in response to this RFP.
- d. The signature, typed name, and title of an individual who is legally authorized to commit the offeror to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.
- e. A statement acknowledging and accepting the Terms and Conditions of this RFP.

### **Criteria #1- Past Performance (20 Points)**

1. Provide experience of the Offeror on detention door replacement projects of 1 million dollars or more to include:
  - a. Target vs. actual budgets
    - i. List a maximum of three projects where the actual budget came in lower or equal to the target budget since 2018
    - ii. List original contract amount
    - iii. Final contract amount
    - iv. Total of change orders and their amount
  - b. Target vs. actual schedule
    - i. List a maximum of three projects where the project schedule was completed on time or early since 2018

- ii. List Project start date
    - iii. Completion Date
    - iv. Change orders with time extensions
  - c. Client satisfaction
  - d. Safety record
  - e. Limited work areas
2. Provide experience and past performance on detention door replacement projects of 1 million dollars or more by the Offeror to include:
  - a. Coordination with security electronics system
  - b. Occupied detention facility
    - i. Please list experience in working with occupied detention facilities and how limited interruptions of normal operations have been achieved.
  - c. Phased Project
    - i. Due to the facility being occupied, a phased approach will need to be taken to complete the project. List previous experience in working on phased projects.
3. Describe three (3) to five (5) projects of similar size, materials and complexity. Include the scope of work, safety record and client reference information. A valid email and phone number must be provided
4. State the average annual amount of similar work performed during the last five years
5. List any major project your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion and scheduled completion date.
6. List any judgments against the firm during the past five (5) years
7. List any breach of contract other than for cause
8. List any protest submitted by the offeror during the past five (5) years to include the basis for protest and the resolution

**Criteria #2 -Project Plan (30 points)**

1. With the security access to the facility and operation of the facility during construction, include documentation of ability to complete this project on schedule and on budget.
  - a. Describe in detail how you plan to mobilize your forces and construct this project.
  - b. Provide a milestone schedule using weeks or calendar days indicating the start and completion dates of major construction activities through completion of the project
  - c. Provide proposed phasing of work inside of the Detention Center
  - d. List all computerized scheduling programs that are used
  - e. List any construction projects in the last five (5) years where the schedule was not met and give a reason for the delay
  - f. List any liquidated damages assessed due to scheduling for any project in the past five (5) years
2. Provide examples of any other projects over 2 million dollars that you have experience building under similar conditions.
3. Explain in detail your technical approach toward the project to include the work inside the Detention Center so as to cause the least amount of disruption for the County and its occupants and insuring everyone's safety at the same time.
4. Explain plan to have a successful project
5. Additional information, pictures, diagrams, reports, etc., may be provided as outlined in the Request for Proposal. (Limit to 5 pages)

**Criteria #3 -Technical Approach (20 points)**

1. Provide your overall Technical and Organizational capability including:
  - (1) Management Team
    - (a) Attach one (1) page resumes of the proposed
      - (i) Project Manager
      - (ii) Project Superintendent
      - (iii) Safety Program Manager
      - (iv) QA/QC Manager
      - (v) Other Key Personnel (Optional)

(vi) Offeror shall provide the follow for each of the above referenced management positions:

- a. Position Title
- b. Years in the construction industry
- c. Duties and Responsibilities
- d. Major Accomplishments
- e. Number of Personnel Supervised
- f. Project experience to include title of project and location and dollar amount of similar projects
- g. Qualifications
- h. Education and related experience
- i. Other information that demonstrates individuals' strengths for this project
- j. Project Professional and Project Owner Reference may be included

(2) Staffing Approach

(3) Technical Approach

(4) Safety Programs History

- (a) Provide written safety program
- (b) Provide safety personnel and specific duties
- (c) Provide the experience modification rate for the past five (5) years
- (d) Provide the recordable Incident rate for the past calendar year  
Offeror shall describe the general structure, number of employees and average number of projects per year

2. Provide a brief narrative of the approach to the following issues as they pertain to this project:

- a) Communication with the Project Management Team
- b) Working inside and outside of an existing detention facility
- c) Scheduling
- d) Preconstruction Phase Administration
- e) Construction Phase Administration
- f) Final start-up testing and occupancy
- g) Close-out procedures and documentation
- h) Safety Management



- a. Describe in detail the safety plan for a detention facility including, but not limited to:
  - i. Site Prep
  - ii. Site Cleanup
  - iii. Site Review
- i) Quality Control
- j) Warranty

**Volume 2 – Price Proposal**

**The Price Proposal shall be in a separate binder and sealed separately from the Technical Proposal**

**1. Price Proposal (30 points)**

a. Volume II – PRICE Proposal Submittal based on requirements set forth in Plans and Specifications. Please the attached Proposal Form to submit pricing for this project. Price proposals shall be evaluated on the basis of the numerical weight assigned below and scored in accordance with the following process to permit the scoring of competing Offeror’s price proposals in related to one another. The lowest price proposal will receive the maximum price score, second lowest proposal will receive a five-point deduction, third lowest will receive a ten-point deduction and so on and so forth.

**EVALUATION CRITERIA**

Letter of Transmittal	Pass/Fail
<b>Volume 1 Technical Proposal</b>	
1. Past Performance*	<b>20 Points</b>
2. Project Plan*	<b>30 Points</b>
3. Technical Approach*	<b>20 Points</b>

<b>Volume 2 – Price Proposal</b>	<b>30 Points</b>
Volume II-PRICE Proposal Submittal based on requirements set forth in Plans and Specifications.	
*Price proposals will be opened after Technical proposal scores have been given	
<b>TOTAL POINTS POSSIBLE</b>	<b><u>100 Points</u></b>

## CONSIDERATION OF PROPOSALS

### 1) RECEIPT, OPENING AND RECORDING

- a) Proposals received on time will be opened in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- b) The names of all offerors submitting proposals and the names of all offerors, if any, selected for interview shall be public information. After award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

### 2) PROPOSAL EVALUATION

- a) Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of services required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  - i) Acceptable,

- ii) Potentially acceptable, that is, reasonably assured of being made acceptable, or
  - iii) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- b) The County shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services. (§ 13-1-132 NMSA 1978).
- c) If an offeror, who otherwise would have been awarded a contract is found not to be a responsible offeror, a Determination that the offeror is not a responsible offeror, setting forth the basis of the finding, shall be prepared by the Chief Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Offerors, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12 NMSA 1978).
- d) Selection process (§ 13-1-120 NMSA 1978).
  - i) An evaluation committee composed of representatives selected by the County will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three (3) offerors in regard to the particular project and may conduct interviews with and may require public presentation by all offerors applying for selection regarding their qualifications, their approach to the project, and their ability to provide the required services.
  - ii) All scoring will be conducted in group scoring session(s). Evaluation Committee members will fill out a proposal evaluation worksheet containing individual scores. After completion of scoring, the individual names will be redacted from the worksheets. The Evaluation Committee members' scores will be averaged to obtain final scores on a master summary sheet.
  - iii) Award will be made to the Offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County.

- iv) If fewer than three offerors have submitted a statement of qualifications for a particular project, the committee may:
    - (1) Rank in order of qualifications and submit to the County for award those offerors which have submitted a statement of qualifications;  
or
    - (2) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.
- 3) NEGOTIATIONS (§13-1-122 NMSA 1978)
- a) The County's designee shall negotiate a contract with the highest qualified offeror for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
  - b) Should the County's designee be unable to negotiate a satisfactory contract with the offeror considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that offeror shall be formally terminated. The designee shall then undertake negotiations with the second most qualified offeror. Failing accord with the second most qualified offeror, the designee shall formally terminate negotiations with that offeror.
  - c) The designee shall then undertake negotiations with the third most qualified offeror.
  - d) Should the designee be unable to negotiate a contract with any of the offerors selected by the committee, additional offerors shall be ranked in order of their qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified offeror or the procurement process is terminated and a new RFP is initiated.
  - e) The County shall publicly announce the offeror selected for award.
- 4) NOTICE OF AWARD

- a) After award by the County, a written notice of award shall be issued by the County after review and approval of the proposal and related documents by the County with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

**PROTEST DEADLINE**

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) calendar days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Finance Director, Troy Hall at [thall@currycounty.org](mailto:thall@currycounty.org)

**Sequence of Events**

The County will make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	August 18, 2023
2.	Pre-Proposal Conference	Curry County & Potential Offeror’s	September 6, 2023 at 2:00 p.m.
3.	“Notice to Owner of Intent to Propose” <b>(Mandatory)</b>	Potential Offeror’s	September 8, 2023 5 p.m.
4.	Deadline to submit questions	Potential Offeror’s	September 8, 2023 2p.m.
5.	Last Response to Written Questions/RFP Amendments	Curry County	September 13, 2023 5p.m.

6.	<b>Submission of Proposal</b>	<b>Offeror</b>	September 19, 2023 at 2:00 p.m.
7.	Proposal Evaluation	Evaluation Committee	September 19, 2023 through September 29, 2023
8.	Selection of Finalist(s)	Evaluation Committee	September 29, 2023
9.	Interview/Oral Presentation by Finalist	Offeror	TBD if deemed necessary
10.	Notice of Intent to Award and Negotiate Contract	Curry County, Awarded Offeror	September 29, 2023 through October 6, 2023
11.	Approve Contract	County Commission	October 10, 2023 (tentative)
12.	Commence Services	Contract Offeror	October 10, 2023 (tentative)

**CONTRACT TERMS AND METHOD OF PAYMENT**

The contract shall begin October 10, 2023 (tentative) and shall run until completion of the Scope of Work for the project. The submitted proposal shall be attached and become part of the contract. The successful offeror will be paid on a monthly basis based on a percentage of the work completed during each month.

**BIDDER’S CHECKLIST – REQUIRED FORMS**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent. The following documents are required to be included in your proposal packet:

1. Proposal Form – Page #36-41
2. Agent’s Affidavit – Page #42
3. Combined list of Subcontractors – Page 44-46

4. Offeror's Response Form – Page #47
5. Execution of Proposal Form – page #48
6. Offeror's Reference Form – page #49
7. Offeror's Certification and Non-Collusion Affidavit – page #50
8. Offeror's Information Form – page #51
9. Copy of Business License – include with page #51
10. Completed W-9 – include with page #51
11. Options, Exceptions or Variations – Page #53
12. Campaign Disclosure Form – pages #56-58
13. Proof of Insurance

## **OWNERSHIP OF DATA**

Upon execution of the agreement, the offeror shall grant the County a license to use the offeror's instruments of service, including the drawings and specifications for the purposes of constructing, using, maintaining, altering and adding to the project. The offeror shall obtain similar nonexclusive licenses from the offeror's consultants consistent with the RFP. The license granted under this section permits the County to authorize the Contractor, subcontractors, and suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the instruments of service for use in performing services or construction for the project.

## **Contractual Provisions**

The following provisions will be in any contract entered into by and between the County and the successful Offeror.

**Amendment:** This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

**Notice:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**Equal Opportunity Compliance:** The successful Offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the Offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, Offeror agrees to comply with this paragraph.

#### **NONDISCRIMINATION STATEMENT**

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

**Applicable Laws:** The contract shall be governed by the laws of the State of New Mexico

#### **ADDITIONAL TERMS**

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.



3. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact Curry County's Purchasing Agent by **email prior to the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent. The County is not responsible for any errors or omissions contained in the Offeror's proposal.
4. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the Offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
5. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The Offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
6. The Offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
7. Proposals that do not meet the requirements set forth may be considered non-responsive.
8. The County reserves the right to negotiate any and all elements of this RFP.
9. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.

10. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 8% (5 Points). The Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Five points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Business Preference Certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead. NOT APPLICABLE AS FEDERAL FUNDS ARE USED IN PART TO FUND THIS PROJECT
11. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (10 Points). The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Ten Points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Veterans Certificate as follows: Resident Veterans Businesses with annual revenues of \$3M or less shall receive 10 points. NOT APPLICABLE AS FEDERAL FUNDS ARE USED IN PART TO FUND THIS PROJECT
12. Non-Collusion: Offeror's, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
13. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any Offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
14. If an Offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.

15. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
16. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful Offeror.
17. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
18. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
19. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing Offeror's during the negotiation process.
20. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
21. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
22. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
23. In submitting this proposal, the Offeror represents that they have familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
24. In signing this proposal, the Offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.

25. The County shall negotiate a contract with the highest qualified Offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
26. The Offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
  - a. General and professional liability insurance in the amount of \$2,000,000 single limit, and \$2,000,000 aggregate.
  - b. Workers' Compensation insurance as required by state statute.
27. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The Offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
28. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the Offeror or employee or agent thereof connected in any way with Offeror's performance under this RFP or Contract.
29. The Offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
30. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the Offeror has inadequately or unsatisfactorily met its

obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term “cause” will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party’s ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

31. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
32. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
33. The County’s policy on requests for copies of proposal information after award is as follows:  
Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department  
417 Gidding Street, Suite 100  
Clovis, NM 88101

The fee must be paid before the information is released.

# PROPOSAL FORM (Lump Sum)

OFFEROR'S Name and Address:

RFP NO.: RFP-2023/24-02

**PROJECT NAME:**  
**Curry County Detention Center**  
**Door Replacement**

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

**LOCATION: Clovis, New Mexico, 88101**

This Proposal is submitted to Owner:

**Curry County Administration Office**  
**417 Gidding St., Suite 100**  
**Clovis, NM 88101**  
**Phone: (575) 763-6016**

1. The undersigned Offeror proposes and agrees, if this proposal is accepted, to enter into an agreement with the Owner in the form included in the RFP Documents to perform and furnish all Work as specified or indicated in the RFP Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.

2. The Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of proposal security and other Proposal Documents. This Proposal will remain subject to acceptance for ninety (90) days after the day of Proposal opening. The Offeror shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Proposal Requirements within ten (10) days after the date of the Owner's Notice of Award.

4. In submitting this Proposal, the Offeror represents, as more fully set forth in the Agreement, that:

**A.** the Offeror has examined copies of all the Proposal Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**B.** the Offeror has familiarized himself with the nature and extent of the Proposal Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

**C.** the Offeror has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Offerors and accepts the determination set forth in the Information Available to Offerors of the extent of the technical data contained in such reports and drawings upon which the Offeror is entitled to rely;

**D.** the Offeror has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Proposal Documents;

**E.** the Offeror has given the County written notice of all conflicts, errors, and discrepancies that he has discovered in the Proposal Documents, and the written resolution thereof by the Construction Manager is acceptable to the Offeror;

**F.** this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; the Offeror has not solicited or induced any person, firm, or corporation to refrain from Proposing; and the Offeror has not sought by collusion to obtain for himself any advantage over any other Offeror or over the Owner;

**G.** the Offeror acknowledges that he has attended any Mandatory Pre-Proposal conference scheduled by the Owner or the Architect I pertaining to this project;

**H.** the Offeror agrees to show clearly on the envelope in which the Proposal is submitted the Project Name and Number, and RFP Number; and,

**I.** the Offeror will complete the Work for the following price(s) **(do not include any gross receipts tax in the price(s)).**

- 5.** Proposals shall be presented in the form of a total Base Proposal under a Lump Sum Contract plus additive alternates that are selected by the Owner. A proposal must be submitted on all proposal items. Segregated proposals will not be selected by the Owner.

**BASE PROPOSAL (Please use typewriter of print legibly in ink)**

**Item A - BASE BID: Adult Detention Center Door Replacement (use words):**

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(\$ \_\_\_\_\_)

**6. The Offeror agrees that:**

**A.** The Work to be performed under this Contract shall be commenced no later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved no later than 300 consecutive calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

**B.** Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Five Hundred Dollars (\$ 500.00) per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.

**C.** The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

**D.** It is understood that the Owner reserves the right to reject any or all Proposals and to waive any technical irregularities in the proposals.

**7. The following documents are attached to and made a condition of this Proposal:**

- A.** Proposal Security with Agent's Affidavit;
- B.** Subcontractors Listing; and,
- C.** Other (list): NONE

**8.** The terms used in this Proposal and the Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Proposal Documents, have the meanings assigned to them in those Conditions.

**9. The Offeror is a(n):**

**A. INDIVIDUAL;**

By: \_\_\_\_\_  
(Individual's Signature)



Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

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**B. PARTNERSHIP:**

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

(Firm Name)

\_\_\_\_\_  
(General Partner's Signature)

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

**C. CORPORATION:**

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

State of Incorporation: \_\_\_\_\_

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

(Print Name of Person Authorized to Sign)

\*

\_\_\_\_\_  
(Signature of Authorized Person)

If a New Mexico Corporation: \_\_\_\_\_

NM Certificate of Incorporation Number

If a Foreign Corporation: \_\_\_\_\_

NM Certificate of Authority Number

Attest (Secretary): \_\_\_\_\_

Business address \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_  
FAX: (\_\_\_\_) \_\_\_\_\_



or,

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**D. JOINT VENTURE:**

By \_\_\_\_\_  
(Name)  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_  
FAX: (\_\_\_\_) \_\_\_\_\_

By \_\_\_\_\_  
(Name)  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_  
FAX: (\_\_\_\_) \_\_\_\_\_

-----  
By \_\_\_\_\_  
(Name)  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

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**OFFEROR MUST FILL IN THE FOLLOWING** (if none, write none)

NM License Number: \_\_\_\_\_ License Classification: \_\_\_\_\_

Dept. of Workforce Solutions Minimum Wage Act Registration Number (DWS#): \_\_\_\_\_

Resident Contractor's Preference Number: \_\_\_\_\_

**This form shall be included in the price proposal, sealed separately from the Technical Proposal**



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**COMBINED  
LIST OF SUBCONTRACTORS  
and  
ASSIGNMENT OF ANTITRUST CLAIMS  
by  
CONTRACTOR, SUBCONTRACTORS,  
SUBSUBCONTRACTORS, and SUPPLIERS**

**EXAMPLE TRADES AND SUPPLIERS:** SITE WORK, CONCRETE, MASONRY, FRAMING,  
LUMBER, STEEL, STEEL FABRICATION, ROOFING, INSULATING, STUCCO, DRYWALL, DOORS,  
GLASS AND GLAZING, PLASTER, PAINTING, CARPET, TILE, RESILIENT, CONVEYING  
SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Proposal as a condition of the Proposal and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater pursuant to Section 13-4-34, NMSA 1978.

**Listing Threshold for this Project: \$ 11,250**

a. Subcontractor listing shall be expanded after Proposal qualified Offeror if awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Sub-subcontractor.

b. Subcontractor listing shall also be expanded after Proposal by qualified Offeror if awarded, and before Contract, to include the Department of Workforce Solutions Minimum Wage Act Registration Number. See the Department of Workforce Solutions website at [www.dws.state.nm.us](http://www.dws.state.nm.us) under "Public Works" for registration form, listings and information.

c. See Instructions to Offerors, page 26 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after Proposal.

**PROJECT NAME: CURRY COUNTY DETENTION CENTER  
DOOR REPLACEMENT**

**REQUEST FOR PROPOSAL NUMBER: RFP-2023/24-02**

The undersigned agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the







PROPOSAL FORM  
OFFEROR'S RESPONSE FORM  
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT  
DUE DATE: September 19, 2023

The services offered meet specifications: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed and attached campaign disclosure form: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed & attached veteran's preference form (if applicable): \_\_\_\_\_ Yes \_\_\_\_\_ No

***If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.***

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

\_\_\_\_\_  
Signature Name (Typed/Printed)

\_\_\_\_\_  
Company Position

\_\_\_\_\_  
Address Telephone Number FAX Number

\_\_\_\_\_  
City, State, Zip Tax ID # E-mail Address

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_(name), being duly sworn, deposes and says that he/she is  
\_\_\_\_\_(title) of \_\_\_\_\_(company) and all foregoing

Questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

My commission expires: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
EXECUTION OF PROPOSAL FORM  
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT  
DUE DATE: September 19, 2023

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

The potential Contractor certifies the following by placing an "X" in all blank spaces:

\_\_\_\_\_ That this proposal was signed by an authorized representative of the Offeror.

\_\_\_\_\_ That the potential Offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

\_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.

\_\_\_\_\_ That the potential Offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

OFFEROR'S REFERENCE FORM  
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT  
DUE DATE: September 19, 2023

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

1. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OFFEROR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM  
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT  
DUE DATE: September 19, 2023

I \_\_\_\_\_ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.  
I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2023/24-02 Detention Center Door Replacement** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**  
I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

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

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OFFEROR'S INFORMATION FORM  
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT  
DUE DATE: September 19, 2023

1. Legal Business Name: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. City, State & Zip: \_\_\_\_\_
4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: \_\_\_\_\_
6. Primary Contact: \_\_\_\_\_
7. Phone: \_\_\_\_\_ FAX \_\_\_\_\_
8. Email: \_\_\_\_\_
9. Company Website: \_\_\_\_\_

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please state the agency name, dates and reason for debarment.

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**OFFEROR MUST ATTACH A COPY OF ITS BUSINESS LICENSE  
AND A COMPLETED W-9 FORM**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OPTIONS, EXCEPTIONS OR VARIATIONS FORM  
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT  
DUE DATE: September 19, 2023

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.  
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS \_\_\_\_\_  
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT  
DUE DATE: September 19, 2023

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed

competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Seth Martin and Robert Thornton; Treasurer Kendall Kempf, Assessor Randa Jesko, Clerk Anastasia Hogland, or Probate Judge Hollie Barnett.

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_  
\_\_\_\_\_

Relation to Prospective Contractor: \_\_ \_\_\_\_\_  
\_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_



Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**LABOR RELATIONS DIVISION**

401 Broadway NE  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

226 South Alameda Blvd  
Las Cruces, NM 88005  
Phone: 575-524-6195  
Fax: 575-524-6194

[WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US)

**Wage Decision Approval Summary**

1) Project Title: Detention Center Door Replacement  
Requested Date: 08/10/2023  
Approved Date: 08/11/2023  
Approved Wage Decision Number: CU-23-2194-B

**Wage Decision Expiration Date for Bids: 12/09/2023**

2) Physical Location of Jobsite for Project:  
Job Site Address: 801 Mitchell Street  
Job Site City: Clovis  
Job Site County: Curry

3) Contracting Agency Name (Department or Bureau): Curry County  
Contracting Agency Contact's Name: Troy Hall  
Contracting Agency Contact's Phone: (575) 763-6016 Ext. 133

4) Estimated Contract Award Date: 09/26/2023

5) Estimated total project cost: \$2,250,000.00  
a. Are any federal funds involved?: Yes - \$1,500,000.00  
b. Does this project involve a building?: Yes - Certain doors will be replaced within the existing detention center  
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No  
d. Are there any other Public Works Wage Decisions related to this project?: No  
e. What is the ultimate purpose or functional use of the construction once it is completed?: The purpose of the project is to replace existing doors located in the housing areas of the Adult Detention Center located at 801 Mitchell Street, Clovis, NM that tie into the existing security electronics system to enhance the safety and security of the facility

6) Classifications of Construction:

Classification Type and Cost Total	Description
<b>General Building (B)</b> Cost: \$2,250,000.00	Replace existing doors located in the housing areas of the Adult Detention Center that tie into the existing security electronics system



STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

## PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

### Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All Sub-Contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only Contracting Agencies are allowed to close the project. Agents or Contractors are not allowed to close projects.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all Contractors, regardless of amount of work, to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.



STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

### **Subcontractor**

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the General Contractor(s).
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

### **Additional Information**

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

### **CONTACT INFORMATION**

Contact the Labor Relations Division for any questions relating to Public Works projects by email at [public.works@dws.nm.gov](mailto:public.works@dws.nm.gov) or call (505) 841-4400.



**TYPE “B” – GENERAL BUILDING**

**Effective January 1, 2023**

<b>Trade Classification</b>	<b>Base Rate</b>	<b>Fringe Rate</b>	<b>Apprenticeship</b>
<b>Asbestos Workers/Heat and Frost insulators</b>	35.56	12.26	0.60
<b>Asbestos Workers/Heat and Frost insulators: Los Alamos County</b>	37.99	12.26	0.60
<b>Boilermaker/blacksmith</b>	35.88	32.28	0.60
<b>Boilermaker/blacksmith: San Juan County</b>	36.83	31.88	0.60
<b>Bricklayer/Block layer/Stonemason</b>	24.97	9.50	0.60
<b>Carpenter/Lather</b>	27.73	12.14	0.60
<b>Carpenter: Los Alamos County</b>	33.18	13.58	0.60
<b>Millwright/pile driver</b>	37.10	28.30	0.60
<b>Cement Mason</b>	23.04	11.30	0.60
<b>Electricians-Outside Classifications: Zone 1</b>			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60
<b>Electricians-Outside Classification: Zone 2</b>			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60

Cable Splicer	47.22	18.81	0.60
<b>Electricians-Outside Classifications: Los Alamos County</b>			
Ground man	26.15	11.78	0.60
Equipment Operator	37.54	16.13	0.60
Lineman or technician	47.29	18.82	0.60
Cable Splicer	51.93	19.98	0.60
<b>Electricians-Inside Classifications: Zone 1</b>			
Wireman/low voltage technician	36.75	12.40	0.60
Cable Splicer	40.43	12.51	0.60
<b>Electricians-Inside Classification: Zone 2</b>			
Wireman/low voltage technician	40.06	12.50	0.60
Cable Splicer	43.74	12.61	0.60
<b>Electricians-Inside Classification: Zone 3</b>			
Wireman/low voltage technician	42.26	12.57	0.60
Cable Splicer	45.94	12.68	0.60
<b>Electricians-Inside Classification: Zone 4</b>			
Wireman/low voltage technician	46.31	12.69	0.60
Cable Splicer	49.99	12.80	0.60
<b>Electricians-Inside Classification: Dona Ana, Hidalgo, Luna and Otero Counties</b>			
Wireman/low voltage technician	32.07	9.81	0.60
Cable splicer	32.07	9.81	0.60
<b>Electricians-Inside Classification: Los Alamos County</b>			
Wireman/low voltage technician	42.26	14.68	0.60
Cable Splicer	45.94	14.98	0.60
<b>Elevator Constructor</b>	48.93	37.49	0.60

<b>Elevator Constructor Helper</b>	39.14	37.49	0.60
<b>Glazier</b>			
Journeyman/Fabricator	21.25	6.70	0.60
Delivery Driver	12.00	6.70	0.60
<b>Glazier: Los Alamos county</b>	21.25	6.70	0.60
<b>Ironworker</b>	28.05	18.30	0.60
<b>Painter</b>	18.25	8.50	0.60
<b>Painter: Los Alamos county</b>	29.51	10.35	0.60
<b>Paper Hanger</b>	18.25	8.50	0.60
<b>Paper Hanger: Los Alamos county</b>	30.33	10.35	0.60
<b>Drywall Finisher/Taper - Light Commercial &amp; Residential</b>			
Ames tool operator	26.82	8.40	0.60
Hand finisher/machine texture	25.82	8.40	0.60
<b>Drywall Finisher/Taper – Light Commercial &amp; Residential: Los Alamos county</b>	29.51	10.35	0.60
<b>Plasterer</b>	24.34	9.79	0.60
<b>Plumber/Pipefitter</b>	35.11	13.40	0.60
<b>Roofer</b>	26.94	9.36	0.60
<b>Sheet metal worker</b>			
Zone 1	35.44	19.00	0.60
Zone 2 – Industrial	36.44	19.00	0.60
Zone 3 – Los Alamos County	37.44	19.00	0.60
<b>Soft Floor Layer</b>	21.00	9.20	0.60
<b>Soft Floor Layer: Los Alamos county</b>	29.55	10.45	0.60
<b>Sprinkler Fitter</b>	34.18	24.44	0.60
<b>Tile Setter</b>	24.46	8.81	0.60
<b>Tile Setter Helper/Finisher</b>	16.53	8.81	0.60
<b>Laborers</b>			
Group I- Unskilled	19.25	7.93	0.60

Group II – Semi-skilled	19.25	7.93	0.60
Group III- Skilled	20.25	7.93	0.60
Group IV - Specialty	22.50	7.93	0.60
<b>Masonry Laborers</b>			
Group I- Unskilled and Semi-Skilled	19.75	8.09	0.60
Group II- Skilled	21.50	8.09	0.60
Group III- Specialty	22.00	8.09	0.60
<b>Operators</b>			
Group I	23.32	7.67	0.60
Group II	25.48	7.67	0.60
Group III	25.94	7.67	0.60
Group IV	26.38	7.67	0.60
Group V	26.57	7.67	0.60
Group VI	26.78	7.67	0.60
Group VII	26.89	7.67	0.60
Group VIII	29.93	7.67	0.60
Group IX	32.32	7.67	0.60
Group X	35.72	7.67	0.60
<b>Truck Drivers</b>			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

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**NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).





## **2023 SUBSISTENCE, ZONE AND INCENTIVE PAY RATES**

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

### **Asbestos workers or heat and frost insulators**

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

### **Boilermakers/Blacksmiths**

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

### **Bricklayers**

- (1) Between 70 and 120 miles, \$55.00 per day
- (2) 121 or more miles, \$70.00 per day

### **Cement Masons**

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.

### **Drywall Finishers and Tapers**

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) If an employee has worked the full week on four 10-hour days, the employee shall be paid the full week of per diem of \$200.00.
- (3) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.

### **Electricians (inside classifications)**

- (1) For Albuquerque only:
  - (a) Zone 1 is classified as being within 40 miles from the main post office.
  - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
  - (a) Zone 1 is:
    - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
    - (ii) within eight miles from the main post office for Las Vegas.
    - (iii) within ten miles from the main post office for Santa Fe and Gallup.
    - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
    - (v) within fourteen miles from the main post office for Espanola.
  - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) When workers are ordered to report to the shop and then to the job and from job to job, and return to the shop, they shall be paid for the time spent traveling and shall be furnished transportation by the Employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

### **Electricians (outside classification)**

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos county.

## **Glaziers**

- (1) When out-of-town travel is required, the employer shall pay the employee for suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

## **Ironworkers**

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.
- (2) If travel is within Santa Fe county, travel time shall be paid at \$3.00 per hour.

## **Laborers**

- (1) Type A:
  - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
  - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.
- (2) Types B and C:
  - (a) Work travel under 50 miles is a "free zone";
  - (b) The municipal limit of the city of Santa Fe is \$30.00 per day;
  - (c) Work travel between 50 and 75 miles from the union hall to include the municipal limits of Estancia, Grants, and Socorro is \$40.00 per day.
  - (d) All work over 75 miles from the union hall is \$50.00 per day.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.

## **Millwrights**

- (1) Work travel between 76 and 150 miles should be compensated at \$50.00 per day.
- (2) Work travel greater than 150 miles should be compensated at \$75.00 per day.

## **Operating Engineers**

- (1) Type A operators should be compensated for zone and subsistence as follows:
  - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
  - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
  - (a) Base points for operators are 30 miles and beyond:
    - (i) Bernalillo county courthouse in Albuquerque;
    - (ii) State capital building in Santa Fe;
    - (iii) City hall in Farmington.
  - (b) Zone and subsistence for Albuquerque and Santa Fe are as follows:
    - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
    - (ii) work travel between 51 and 100 miles from the base point compensated at \$45.00 per day;
    - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$75.00 per day.
  - (c) Zone and subsistence for Los Alamos county, \$50.00 per day.
  - (d) Zone and subsistence for Farmington is as follows:
    - (i) work travel between 35 and 75 miles from the base point compensated at \$45.00 per day,
    - (ii) work travel over 100 miles from the base point compensated at \$75.00 per day.
  - (e) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

## **Painters**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.



- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### **Paper hangers**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### **Plasterers**

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

### **Plumbers and pipefitters**

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.
- (3) Los Alamos county workers receive \$0.80 per hour incentive pay plus base and fringe.

### **Roofers**

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

### **Sheet metal workers**

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$80.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

### **Soft floor layer**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

### **Sprinkler fitters**

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$22.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$32.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$120.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.

"General Decision Number: NM20230016 06/09/2023

Superseded General Decision Number: NM20220016

State: New Mexico

Construction Type: Building

County: Curry County in New Mexico.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or

| the applicable wage rate |  
| listed on this wage |  
| determination, if it is |  
| higher) for all hours |  
| spent performing on the |  
| contract in 2023. |

|\_\_\_\_\_ |\_\_\_\_\_ |

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.

|contract is not renewed or |. The contractor must pay all|  
|extended on or after January | covered workers at least |

|30, 2022: | \$12.15 per hour (or the |

| applicable wage rate listed |

| on this wage determination, |

| if it is higher) for all |

| hours spent performing on |

| that contract in 2023. |

|\_\_\_\_\_ |\_\_\_\_\_ |

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at



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

Modification Number    Publication Date

0	01/06/2023
1	03/03/2023
2	03/31/2023
3	06/09/2023

CARP1319-008 01/01/2023

Rates      Fringes

CARPENTER

Metal Stud Installation

Only.....	\$ 27.70	12.12
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ELEC0611-020 01/01/2023

Rates      Fringes

ELECTRICIAN

Excluding Low Voltage

Wiring for Alarms

Zone 1.....	\$ 36.75	12.77
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ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Artesia-12 miles, Belen-12 miles, Carlsbad-12 miles, Carrizozo-12 miles,

Clovis-12 miles, Espanola-14 miles, Farmington-6 miles,  
 Gallup-10 miles, Hobbs-12 miles, Las Vegas-8 miles, Los  
 Lunas-12 miles, Lovington-12 miles, Portales-12 miles,  
 Raton-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa  
 Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT  
 ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT  
 ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT  
 ALBURQUERQUE, shall receive 26% above Zone 1 rate.

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 ENGI0953-007 06/01/2016

Rates      Fringes

Power Equipment Operator

(2) Roller(Dirt and Grade Compaction).....\$ 21.97	6.10
(4) Bobcat/Skid Loader, Loader (Front End).....\$ 22.81	6.10
(8) Crane.....\$ 26.10	6.10

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 \* IRON0495-009 01/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 28.05 18.11

IRONWORKER, STRUCTURAL (Metal  
Building Erection Only).....\$ 28.05 18.11

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PLUM0412-007 01/01/2022

Rates Fringes

PIPEFITTER (Including HVAC  
Pipe Installation).....\$ 36.40 13.90

PLUMBER (Excluding HVAC Pipe  
Installation).....\$ 36.40 13.90

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SHEE0049-012 01/01/2023

Rates Fringes

Sheet Metal Worker (HVAC Duct  
and System Installation Only)....\$ 35.44 18.42

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\* SUNM2010-004 11/09/2010

Rates Fringes

BOILERMAKER.....\$ 21.77 3.98

BRICKLAYER.....\$ 20.36 5.74

CARPENTER (Acoustical Ceiling Installation Only).....	\$ 20.79	0.00
CARPENTER (Form Work Only).....	\$ 19.79	6.14
CARPENTER, Excludes Acoustical Ceiling Installation, Batt Insulation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 20.86	0.35
CEMENT MASON/CONCRETE FINISHER...	\$ 17.72	3.72
DRYWALL FINISHER/TAPER.....	\$ 19.64	2.75
DRYWALL HANGER.....	\$ 21.38	5.35
ELECTRICIAN (Low Voltage Wiring for Alarms).....	\$ 28.25	6.62
FLOOR LAYER: Carpet.....	\$ 22.31	0.30
GLAZIER.....	\$ 20.15	3.95
INSULATOR - BATT.....	\$ 24.44	8.43
IRONWORKER, REINFORCING.....	\$ 20.84	7.68

IRONWORKER, STRUCTURAL,

Excludes Metal Building

Erection.....\$ 22.20      8.06

LABORER: Common or General.....\$ 15.15 \*\*      4.38

LABORER: Landscape &

Irrigation.....\$ 10.60 \*\*      0.24

LABORER: Mason Tender - Brick...\$ 13.77 \*\*      4.35

LABORER: Mason Tender -

Cement/Concrete.....\$ 11.51 \*\*      0.85

LABORER: Pipelayer.....\$ 13.78 \*\*      2.20

OPERATOR: Backhoe.....\$ 22.13      4.30

OPERATOR: Forklift.....\$ 21.13      4.83

OPERATOR: Grader/Blade.....\$ 22.04      4.70

PAINTER: Brush, Roller and

Spray, Excludes Drywall

Finishing/Taping.....\$ 16.58      1.75

PLASTERER.....\$ 17.65      7.15

ROOFER.....\$ 13.24 \*\* 0.50

SHEET METAL WORKER, Excludes

HVAC Duct and Unit

Installation.....\$ 22.01 9.65

TILE FINISHER.....\$ 14.02 \*\* 0.00

TILE SETTER.....\$ 19.00 0.00

TRUCK DRIVER: Dump Truck.....\$ 16.14 \*\* 5.48

TRUCK DRIVER: Pickup Truck.....\$ 15.91 \*\* 3.13

TRUCK DRIVER: Water Truck.....\$ 16.25 5.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that



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

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

#### Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

=====

END OF GENERAL DECISIO"

## **SECTION 00-1000 INSTRUCTIONS TO BIDDERS**

### 1.0 DEFINITIONS AND TERMS

- 1.1 Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.
- A. **ADDENDUM:** A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
  - B. **ALTERNATE BID:** Amount stated in the Bid as the sum to be added from the amount of the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
  - C. **BASE BID:** Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding alternate Bids.
  - D. **BID:** The offer of the bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents. This amount includes gross receipts or local options taxes.
  - E. **BIDDER:** One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.
  - G. **BIDDING DOCUMENTS:** The Bidding Requirements and the Contract Documents.
  - H. **BID FORM:** A form which shall include space in which the bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. Oral, telephonic, and telegraphic bids are invalid and will not be considered.
  - I. **BIDDING REQUIREMENTS:** Notice of Invitation to Bid, Pre-bid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.
  - J. **INVITATION FOR BID:** All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.
  - K. **RESPONSIBLE BIDDER:** A Bidder who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of

the services, construction, or items of tangible personal property described in the Invitation for Bid.

- L. RESPONSIVE BID: A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.
- M. SUCCESSFUL BIDDER: The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed.

## 2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

### 2.1 Before submitting a Bid, each Bidder must:

- A. Examine the bidding Documents thoroughly;
- B. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and
- C. Study and carefully correlate the Bidder's observations with the Bidding Documents.

2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## 3.0 BIDDING DOCUMENTS

### 3.1 COPIES OF BIDDING DOCUMENTS

3.11 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.2 The Owner and the Architect/Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## 3.2 INTERPRETATIONS

- 3.2.1 All questions about the meaning or intent of the bidding Documents shall be submitted to the Architect/Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Architect/Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2.2 Bidders and Subcontractor shall promptly notify the Architect/engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

## 3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

- 3.3.1 The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the contractor if acceptable to the Architect/Engineer, application for such acceptance will not be considered by the Architect/Engineer unless submitted to the Architect/Engineer at least five days prior to the date for opening Bids. Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Architect/Engineer is set forth in the Contract Documents.

## 3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect/Engineer to have received a complete set of bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of Bids.

## 4.0 BIDDING PROCEDURES

### 4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the bid firm, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Any interlineation, alteration, or erasure must be initiated by the signer of the bid.
- 4.1.5 Each copy of the bid shall include the complete name of the bidder and a statement that the bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the bidder to contract. A Bid by a corporation shall further give the State of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current contractor's license number and type, and the current Contractor's preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- 4.1.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 4.1.7 The address to which communications regarding the Bid are to be directed must be shown.
- 4.1.8 The Project Name and Number, shall be clearly shown on the outside of the envelope in which the Bid is submitted.
- 4.2 BID SECURITY  
(Bid Security submitted for 5 percent of the Base Bid)
- 4.3 PRE-BID CONFERENCE  
As noted in Invitation to Bid Section of these specifications.
- 4.4 RESIDENT CONTRACTOR'S PREFERENCE  
(Does Not Apply)
- 4.5 SUBCONTRACTORS
  - 4.5.1 The Bidder shall list the subcontractors he proposes to use for all trades or items on the Subcontractors Listing Form attached to the Bidding Documents.
- 4.6 SUBMISSION OF BIDS
  - 4.6.1 Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in an opaque sealed envelope or facsimile cover



letter marked with the Project title and name and address of the Bidder and other required documents listed in the Bidding Documents.

- 4.6.2 The envelope shall be labeled and be addressed to:

Clovis County  
Adult Detention Center  
Slider Door Replacement  
Clovis County  
417 Gidding Street, Suite 100  
Clovis, NM 88101

- 4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.

- 4.6.4 The Bidder shall assume full responsibility for timely delivery of Bids at the office of NCA Architects, including those Bids submitted by mail. Hand-delivered bids shall be submitted at the front desk of NCA Architects and will be clocked in at the time received, which must be prior to the time specified.

- 4.6.5 The General Contractor shall submit a statement of qualifications within the sealed envelope to include but not be limited to cover letter, history of company, years of experience, related experience to proposed project, information/qualifications of personnel assigned to project, and management plan to include a proposed schedule.

#### 4.7 CORRECTION OR WITHDRAWAL OF BIDS

- 4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Invitation for Bid as the place where bids are to be received.

- 4.7.2 Bid security

- A. Each bidder must submit with bid a certified check, cashier's check, or acceptable bid bond drawn in favor of the Owner in the amount of Five percent (5%) of the base bid. Bid security shall guarantee that the bidder, if awarded the contract, will promptly execute the contract in accordance with the proposal and in the manner and form required by the Contract Documents and will furnish bond for the performance of the contract and for payment of all labor and materials. AIA Document A301 is an acceptable bid bond form. Bidder's bid security secures payment of any damages suffered by the Owner as a result of a bidder's failure to honor this guarantee.
- B. The bid security will be retained until the contract is awarded or other disposition is made thereof. The bid security of all other bidders will be returned promptly after the canvass of bids.

- C. Bid bond sureties must be authorized to transact business in New Mexico and must be approved in the latest version of Federal Treasury Circular 570 as published by the U.S. Treasury Department. Bid bonds must be accompanied by an original certificate showing the authority to bind the surety of the person on behalf of the surety.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents. After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if:

- A. The mistake is clearly evident on the fact of the Bid document; or
- B. The Bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

#### 4.8 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.8.1 In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions regarding, but not limited to the following):

- A. Definitions - Sections 00-100
- B. Contractor's Gross Receipts Tax Registration
- C. Others listed within the Contract Documents.

#### 4.9 REJECTION OR CANCELLATION OF BIDS

4.9.1 An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner.

#### 5.0 CONSIDERATION OF BIDS

##### 5.1 RECEIPT, OPENING, AND RECORDING

Bids received on time will be opened and read.

## 5.2 BID EVALUATION AND AWARD

5.2.1 The Owner shall have the right to waive technical irregularities in the form of the Bid based which do not alter the price, quality, or quantity of the services, construction.

5.2.2 It is the intent of the Owner to award a contract to the lowest most qualified Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The Contractor selection will be based on lowest bid at the discretion of the Owner. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

5.2.3 Discrepancies in the Bid form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

5.2.4 Conditional Bids or Bids with additional terms will not be accepted.

## 5.3 NOTICE OF AWARD

5.3.1 A written Notice of Award shall be issued by the Owner after review and approval of the bid and related documents by the Owner with reasonable promptness.

## 5.4 IDENTICAL BIDS

5.4.1 (Does not apply)

## 5.5 CANCELLATION OF AWARD

5.5.1 When in the best interest of the Owner, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the Owner.

## 6.0 POST-BID INFORMATION

### 6.1 SUBMITTALS TO ARCHITECT/ENGINEER

Within ten (10) days after Notice of Award, the following shall be submitted to the Architect/Engineer:

- A. The required bonds and certificate of insurance,
- B. The requirements under Subparagraph 4.5.1

### 6.3 EXECUTION AND APPROVAL OF CONTRACT

6.3.1 The Contract shall be signed by the Successful Bidder and returned, together with both the Contract Bonds and Certificate of Insurance, within ten (10) calendar days after the date of the Notice of Award. If the Contract is not executed by the Owner within sixty (60) days following receipt from the Bidder of the signed Contract with Bonds and Certificate, the Bidder shall have the right to withdraw his proposal without penalty. No Contract shall be effective until it has been fully executed by all of the parties thereto.

### 6.4 NOTICE TO PROCEED

6.4.1 The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

### 6.5 FAILURE TO EXECUTE CONTRACT

6.5.1 Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

### 6.6 CONSTRUCTION TIME AND LIQUIDATED DAMAGES

A. The Agreement will include a stipulation that the Work be completed as follows:

Construction shall begin following receipt of the Owner's Notice to Proceed and issuance of a building permit and shall be Substantially Complete as follows:

- Construction shall be substantially complete within a maximum of 300 calendar days from issuance of Notice to Proceed.

B. The Agreement will include a stipulation that liquidated damages will be established in the amount of \$500.00 per calendar day for each calendar day after the agreed completion date that the Work is not fully certified by the Architect as being Substantially Complete as that stage of completion is defined in the Conditions of the Contract.

END OF SECTION 00100 – INSTRUCTION TO BIDDERS

**SECTION 00-3100  
BID FORM**

TO: Curry County  
Clovis, New Mexico  
Hereinafter called "Owner"

1. The undersigned, having examined the proposed Contract Documents titled:  
Curry County  
Adult Detention Center  
Slider Door Replacement  
Clovis, New Mexico  
and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the Work as required by said proposed Contract Documents, for that portion of the "Base Bid".

\_\_\_\_\_ (\$) \_\_\_\_\_  
Base Bid Proposal Amount (Before Taxes)

\_\_\_\_\_ (\$) \_\_\_\_\_  
Gross Receipts Tax – Base Bid Proposal

\_\_\_\_\_ (\$) \_\_\_\_\_  
Grand Total Base Bid Proposal (Including Taxes)

\_\_\_\_\_ (\$) \_\_\_\_\_

2. The undersigned understands and agrees to comply with and be bound by instructions to bidders issued for this Work.
3. The undersigned acknowledges receipt of Addenda numbers:  
\_\_\_\_\_
4. Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum.

**BIDDER**

( )  
( )  
( )  
( )  
( CORPORATE SEAL )  
( )  
( )  
( )  
( )

\_\_\_\_\_

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

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

\_\_\_\_\_

License Number: \_\_\_\_\_

License Type: \_\_\_\_\_

Resident Contractor Preference No. \_\_\_\_\_

Type of business entity:

\_\_\_\_\_  
(corporation, co-partnership, individual, etc.)

Individual members of the firm:

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

President of corporation: \_\_\_\_\_

Secretary of corporation: \_\_\_\_\_

Corporation is organized under laws of the State of \_\_\_\_\_

Bid dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held firmly bound unto \_\_\_\_\_ as owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for \_\_\_\_\_.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (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 that 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 agrees 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: \_\_\_\_\_

SEAL



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned \_\_\_\_\_ hereinafter called "Principal" and \_\_\_\_\_ hereinafter called the "Surety", a corporation authorized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of New Mexico, are held and firmly bound unto \_\_\_\_\_ 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 CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work whether by subcontractor or otherwise, 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 wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or extension of time, alteration or addition to the terms of the contract or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

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

\_\_\_\_\_  
Principal

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

(SEAL)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Address

**ATTEST:**

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Address

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned \_\_\_\_\_ hereinafter called "Principal" and \_\_\_\_\_ hereinafter called the "surety" a corporation authorized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of New Mexico, are held and firmly bound unto \_\_\_\_\_ 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 CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall 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, and if the said principal shall for a period of one (1) year from the immediately following the completion of said contract and acceptance thereof by the Owner guarantee all work performed under the contract against faulty or defective materials and workmanship at his own expense and at no cost to the Owner, 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 of the specifications accompanying the same shall in any wise affect its obligation or 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 specifications.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

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

\_\_\_\_\_  
Principal

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

(SEAL)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Address

**ATTEST:**

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Address

END OF SECTION 00310

**SECTION 00-4300  
SUBCONTRACTORS LISTING**

TO: CURRY COUNTY  
CLOVIS, NEW MEXICO  
hereinafter called "Owner"

1. Pursuant to bidding requirements for the Work titled:

CURRY COUNTY COUNTY  
ADULT DETENTION CENTER  
CLOVIS, NEW MEXICO

Listed sub-contractors must be used to complete the project unless written approval is given for good and sufficient reason by the designated Owner's representative, whose decision is final. Failure to conform to this requirement shall disqualify the bidder.

2. Portion of the Work: Subcontractor name and address:

DETENTION HARDWARE/GLAZING

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

DETENTION HARDWARE

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

SECURITY ELECTRONICS

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

USE ADDITIONAL SHEETS IF REQUIRED

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

\_\_\_\_\_  
Bidder

by: \_\_\_\_\_

END OF SECTION 00430 – SUBCONTRACTOR LISTING

Curry County Detention Center  
Slider Door Replacement  
NCA Project #A2221

**SECTION 00-6600**  
**Wage Rates**

**SECTION 01-1000  
SUMMARY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Work by Owner.
- 4. Owner-furnished products.
- 5. Contractor-furnished, Owner-installed products.
- 6. Access to site.
- 7. Coordination with occupants.
- 8. Work restrictions.
- 9. Specification and drawing conventions.

- B. Related Section:

- 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Curry County Adult Detention Center Slider Door Replacement.

- 1. Project Location: 801 Mitchell Street

1.4

- A. Owner: Curry County

417 Gidding Street, Suite 100

Clovis, NM 88101

- 1. Owner's Representative: Ben Roberts.

- B. Architect: NCA Architects, LLC

1306 Grande NW, Albuquerque, New Mexico 87104

1. Architects Representative: John Layman, Project Manager, 505.255.6400.

C. Contractor: TBD.

#### 1.5 WORK COVERED BY CONTRACT DOCUMENTS

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

The scope of work for this project includes slider door replacement at medium and maximum security cell pods. Existing security electronics shall be utilized for door operations. One cell pod will be shut at a time during construction, Coordination will be the responsibility of the contractor and the Owner to allow for movement of inmates during construction.

B. Type of Contract

1. Project will be constructed under a single prime contract.

#### 1.6 WORK BY OWNER

1. No work will be completed by Owner.

#### 1.7 OWNER-FURNISHED PRODUCTS

A. No Owner Furnished Products.

#### 1.8 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations during construction period, limited to cell pod areas only. Contractor shall comply with all detention center protocol and restrictions.

#### 1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.



- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### 1.10 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-1000

## **SECTION 01-2500 SUBSTITUTION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 DEFINITIONS**

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

#### **1.4 SUBMITTALS**

- A. Substitution Requests: Submit three copies of each request for consideration or one copy digitally. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A or similar.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product, fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

- features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Construction Manager at Risk (CMAR) of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers. Substitution must meet or exceed specified product.

## 1.6 PROCEDURES

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

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 01-2500

**SECTION 01-2600  
CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

**1.3 MINOR CHANGES IN THE WORK**

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

**1.4 PROPOSAL REQUESTS**

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

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

#### 1.6 CHANGE ORDER PROCEDURES

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

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-2600

## **SECTION 01-2900 PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

#### **1.3 DEFINITIONS**

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

#### **1.4 SCHEDULE OF VALUES**

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



1. Identification: Include the following Project identification on the schedule of values:
  - a. Project name and location.
  - b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

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

- C. Payment Application Times: Progress payments shall be submitted to Architect by the 24th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Materials previously stored and included in previous Applications for Payment.
    - b. Work completed for this Application utilizing previously stored materials.
    - c. Additional materials stored with this Application.
    - d. Total materials remaining stored, including materials with this Application.
- G. Transmittal: Submit **three** signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.

3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-2900

**SECTION 01-3100  
PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Coordination drawings.
  - 4. Requests for Information (RFIs).
  - 5. Project Web site.
  - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor. All coordination will be monitored through the general contractor.
- C. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

**1.3 DEFINITIONS**

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

**1.4 COORDINATION**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-installation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.
  9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

- a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
- b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
  - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
  - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
  - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inch diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
  - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Fire Protection System: Show the following:

- a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
  9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Architect determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.
  10. Coordination Drawing Prints: Prepare coordination drawing prints in accordance with requirements of Division 01 Section "Submittal Procedures."
- C. Coordination Digital Data Files: Prepare coordination digital data files in accordance with the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as the original Drawings.
  2. Architect will furnish Contractor one set of digital data files of the Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to the Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to the Owner and Architect.

## 1.6 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.

## 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.

5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within **seven** days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log every two weeks. Use software log that is part of Project Web site. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.



5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.8 PROJECT MEETINGS

### A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

### B. Pre-construction Conference: Architect will schedule and conduct a pre-construction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Pre-construction conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Critical work sequencing and long-lead items.
  - c. Designation of key personnel and their duties.
  - d. Lines of communications.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for RFIs.
  - g. Procedures for testing and inspecting.
  - h. Procedures for processing Applications for Payment.
  - i. Distribution of the Contract Documents.
  - j. Submittal procedures.
  - k. Preparation of record documents.
  - l. Use of the premises and existing building.
  - m. Work restrictions.
  - n. Working hours.
  - o. Owner's occupancy requirements.
  - p. Responsibility for temporary facilities and controls.
  - q. Procedures for moisture and mold control.
  - r. Procedures for disruptions and shutdowns.
  - s. Parking availability.
  - t. Office, work, and storage areas.
  - u. Equipment deliveries and priorities.
  - v. First aid.
  - w. Security.

- x. Progress cleaning.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.

2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for demonstration and training.
    - f. Preparation of Contractor's punch list.
    - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - h. Submittal procedures.
    - i. Coordination of separate contracts.
    - j. Owner's partial occupancy requirements.
    - k. Installation of Owner's furniture, fixtures, and equipment.
    - l. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.

- 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-3100

## **SECTION 01-3200 CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Start-up construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Daily construction reports.
  - 4. Material location reports.
  - 5. Field condition reports.
  - 6. Special reports.
- B. Related Sections:
  - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

#### **1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.

- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF electronic file.
- B. Start-up construction schedule.
  - 1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.
  - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Daily Construction Reports: Submit at bi-weekly intervals.
- G. Material Location Reports: Submit at monthly intervals.
- H. Field Condition Reports: Submit at time of discovery of differing conditions.

- I. Special Reports: Submit at time of unusual event.
- J. Qualification Data: For scheduling consultant.

## 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including work stages, area separations, interim milestones and partial Owner occupancy.
  - 4. Review time required for review of submittals and resubmittals.
  - 5. Review requirements for tests and inspections by independent testing and inspecting agencies.
  - 6. Review time required for completion and startup procedures.
  - 7. Review and finalize list of construction activities to be included in schedule.
  - 8. Review submittal requirements and procedures.
  - 9. Review procedures for updating schedule.

## 1.6 COORDINATION

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

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.



- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 14 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include not less than 15 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Startup and placement into final use and operation.
  2. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Permanent space enclosure.
    - c. Completion of mechanical installation.
    - d. Completion of electrical installation.
    - e. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2 START-UP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (refer to special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on

and delivery dates for materials or items of equipment fabricated or stored away from Project site.

- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule **one** week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01-3200

## **SECTION 01-3300 SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### **1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action, informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled dates for purchasing.
    - h. Scheduled dates for installation.
    - i. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings may be provided by Architect for Contractor's use in preparing submittals.
1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to the Owner and Architect.
    - c. The following plot files will be furnished for each appropriate discipline:
      - 1) Floor plans.
      - 2) Reflected ceiling plans.
      - 3) Exterior elevations.
      - 4) Interior millwork plans and elevations
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Name of subcontractor.
    - h. Name of supplier.
    - i. Name of manufacturer.

- j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Related physical samples submitted directly.
  - n. Other necessary identification.
5. Include the following information as keywords in the electronic file metadata:
- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Re-submittals: Make re-submittals in same form as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Email or Post electronic submittals as PDF electronic files directly to Architect or Project Web site specifically established for Project.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."



4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
  5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:
  - a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

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

- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Manufacturer and product name, and model number if applicable.
  - 3. Number and name of room or space.
  - 4. Location within room or space.
  - 5. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
  - 4. Submit subcontract list in the following format:
    - a. PDF electronic file.
- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- U. Pre-construction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."

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

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered non-responsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01-3300

## **SECTION 01-4000 QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Division 01 Section "Allowances" for testing and inspecting allowances.
  - 2. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 3. Divisions 02 through 49 Sections for specific test and inspection requirements.

#### **1.3 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified

installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.
  2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
  3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Pre-construction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as

appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 ACTION SUBMITTALS

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

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
  - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
  - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

#### 1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to pre-construction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.



- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and re-inspecting.

- B. **Manufacturer's Technical Representative's Field Reports:** Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
  
- C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.
  
- D. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.9 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
  
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
  
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
  
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
  
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Pre-construction Testing: Where testing agency is indicated to perform pre-construction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
  4. Demonstrate the proposed range of aesthetic effects and workmanship.
  5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  7. Demolish and remove mockups when directed, unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.
- M. Room Mockups: Construct room mockups incorporating required materials and assemblies, finished in accordance with requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work. Provide room mockups of the following rooms:
1. Courtrooms, Hearing Rooms and Commission Chambers (wood veneer).
  2. Entry Lobby (porcelain tile and transitions at corners).
- N. Laboratory Mockups: Comply with requirements of pre-construction testing and those specified in individual Specification Sections in Divisions 02 through 49.

#### 1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Re-inspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.

5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### 1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency and/or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections and as indicated on drawings, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and re-inspecting corrected work.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01-4000

**SECTION 01-5000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Division 31 Section "Dewatering" for disposal of ground water at Project site.

**1.3 USE CHARGES**

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

**1.4 PROJECT CONDITIONS**

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities. All Detention Center protocol and restrictions shall be strictly complied with.



## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Coffee machine and supplies.
  - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

### 2.3 EQUIPMENT

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

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- D. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead, unless otherwise indicated.
  - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- E. Telephone Service: Provide temporary telephone service.
  - 1. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than

Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01-5000

## **SECTION 01-6000 PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
  - 1. Retain Sections in subparagraphs below that contain requirements Contractor might expect to find in this Section but are specified in other Sections.
  - 2. Division 01 Section "Substitution Procedures" for requests for substitutions.

#### **1.3 DEFINITIONS**

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

#### **1.4 ACTION SUBMITTALS**

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

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor] of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
  - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

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

- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered. **Products submitted for approval that differ from specified products must meet or exceed specified product. Submittal must include information showing substituted product meets or exceeds specified product.**
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
    - b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
  4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
    - b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
  5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 01-6000



## SECTION 01-7300 EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. Related Sections:
  - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
  - 2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 3. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.

#### 1.3 DEFINITIONS

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

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
  - 4. Dates: Indicate when cutting and patching will be performed.

5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

## 1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

- a. Primary operational systems and equipment.
- b. Fire separation assemblies.
- c. Air or smoke barriers.
- d. Fire-suppression systems.
- e. Mechanical systems piping and ducts.
- f. Control systems.
- g. Communication systems.
- h. Conveying systems.
- i. Electrical wiring systems.
- j. Operating systems of special construction.

3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## 1.6 WARRANTY

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

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products for patching that comply with requirements of Division 01 Section "Sustainable Design Requirements."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.6 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

### 3.8 CORRECTION OF THE WORK

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

END OF SECTION 01-7300



## **SECTION 01-7700 CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Sections:
  - 1. Division 01 Section "Execution" for progress cleaning of Project site.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
  - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### **1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or similar.

1. Organize list of spaces in sequential order, starting with exterior areas first.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Page number.
4. Submit list of incomplete items in the following format:
  - a. PDF electronic file.

## 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within **[15] <Insert number>** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
    - m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
    - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

- q. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
    - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
  - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

END OF SECTION 01-7700

## SECTION 01-7823 OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### 1.3 DEFINITIONS

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

#### 1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit **one copy** of each manual in final form at least **15** days before final inspection. Architect will return copy with comments within **15** days after final inspection.
  - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

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

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

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

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name, address, and telephone number of Contractor.
  - 6. Name and address of Architect.
  - 7. Cross-reference to related systems in other operation and maintenance manuals.

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

### 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
  
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Power failure.
  - 2. System, subsystem, or equipment failure.



- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

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

## 2.5 PRODUCT MAINTENANCE MANUAL

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

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard printed maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.

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

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

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

END OF SECTION 01-7823

**SECTION 01-7839  
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

- B. Related Sections include the following:

1. Division 01 Section "Closeout Procedures" for general closeout procedures.
2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:

1. Number of Copies: Submit **one** set of marked-up Record Prints.
2. Number of Copies: Submit copies of Record Drawings as follows:
  - a. Initial Submittal: Submit one set of corrected Record Transparencies and one > set(s) of marked-up Record Prints. Architect will initial and date each plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return plots and prints for organizing into sets, printing, binding, and final submittal.
  - b. Final Submittal: Submit one set of marked-up Record Prints. Print each Drawing, whether or not changes and additional information were recorded.
  - c. Final Submittal: Submit one set of marked-up Record Prints, one set of Record CAD Drawing files, one set of Record CAD Drawing plots, and three copies printed from record plots. Plot and print each Drawing, whether or not changes and additional information were recorded.

- 1) Electronic Media: CD-R.

- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.

- C. Record Product Data: Submit one copy of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Revisions to electrical circuitry.
    - d. Actual equipment locations.
    - e. Changes made by Change Order or Change Directive.
    - f. Changes made following Architect's written orders.
    - g. Details not on the original Contract Drawings.
    - h. Field records for variable and concealed conditions.
    - i. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.
1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
  2. Refer instances of uncertainty to Architect for resolution.
  3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.

4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.
- C. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
  2. Format: DWG operating in Microsoft Windows operating system.
  3. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
  4. Refer instances of uncertainty to Architect for resolution.
  5. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
    - a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
    - b. CAD Software Program: The Contract Drawings are available in Autocad.
- D. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- E. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
  3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  5. Note related Change Orders and Record Drawings where applicable.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders and Record Drawings where applicable.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

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

# PART 3 - EXECUTION

## 3.1 RECORDING AND MAINTENANCE

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

END OF SECTION 01-7839



**SECTION 01-7900  
DEMONSTRATION AND TRAINING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
  - 2. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.
- C. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up.

**1.3 SUBMITTALS**

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. At completion of training, submit one complete training manual(s) for Owner's use.
- B. Qualification Data: For subcontractor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- E. Demonstration and Training Videotapes: Submit two copies within days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:

- a. Name of Project.
  - b. Name and address of photographer.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Date videotape was recorded.
  - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

#### 1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.
- D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

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

5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  2. Owner will furnish an instructor to describe Owner's operational philosophy.

3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  1. Schedule training with Owner.
- D. Cleanup: Collect used and leftover educational materials and remove from Project site give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEOTAPES

- A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Videotape Format: Provide high-quality VHS color videotape in full-size cassettes.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on recorded video. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- E. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION 01-7900

## **SECTION 02-4119 SELECTIVE STRUCTURE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Demolition and removal of selected elements located with a Detention Center Facility.
  - 2. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary" for use of premises and Owner-occupancy requirements.
  - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
  - 3. Division 01 Section "Cutting and Patching" for cutting and patching procedures.

#### **1.3 DEFINITIONS**

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

#### **1.4 MATERIALS OWNERSHIP**

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

#### **1.5 SUBMITTALS**

- A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for construction activities. Ensure Owner's on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Locations of proposed dust- and noise-control temporary partitions and means of egress.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
1. Comply with submittal requirements in Division 01 Section "Construction Waste Management and Disposal."

#### 1.6 QUALITY ASSURANCE

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

#### 1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.8 WARRANTY

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. Survey of Existing Conditions: Record existing conditions by use of pre-construction photographs.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
    - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."



- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  - 3. Maintain adequate ventilation when using cutting torches.
  - 4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 6. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."
- B. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated. Separate steel from concrete and dispose per requirements in Division 01 Section "Construction Waste Management and Disposal."
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts. Dispose per requirements in Division 01 Section "Construction Waste Management and Disposal."
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove. Dispose per requirements in Division 01 Section "Construction Waste Management and Disposal."

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property.

### 3.7 CLEANING

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

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Reference Drawings.

END OF SECTION 02-4119

## **SECTION 07-9200 JOINT SEALANTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:

- 1. Security and pick proof sealants.

- B. Related Sections:

- 1. Division 08 Section "Glazing" for glazing sealants.
- 2. Security sealants at secure door, frames and glazing applications.
- 3. Division 04 Section "Concrete Masonry Units (CMU)" for sealing perimeter joints.
- 4. Division 32 Section "Concrete Paving Joint Sealants" for sealing joints in pavements, walkways, and curbing.

#### **1.3 SUBMITTALS**

- A. Product Data: For each joint-sealant product indicated.

- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

- C. Joint-Sealant Schedule: Include the following information:

- 1. Joint-sealant application, joint location, and designation.
- 2. Joint-sealant manufacturer and product name.
- 3. Joint-sealant formulation.
- 4. Joint-sealant color.

- D. Qualification Data: For qualified Installer.

- E. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

- F. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.

- G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

- H. Field-Adhesion Test Reports: For each sealant application tested.

- I. Warranties: Sample of special warranties.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
  1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
  2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

#### 1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period: Two years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

## 2.2 SECURITY AND PICK PROOF SEALANTS

A. Product: Basis for Design; SIKA USA,4930 Fox Street, Suites E, F, G, Denver, CO, 303.297.3251

Product: Sikadur-31 Hi-Mod Gel.

1. Mixing Ratio: Component A: Component B = 1:1 by Volume
2. Pot Life: Approximately 60 ,minutes at 73 degrees F (500 gram mass)
3. Cure Time: Tack free time: 1.5 – 2.5 hours at 30 mils. Thick
4. Follow all manufacture's instructions for prep, application and final clean up

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing

optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
  - b. Standard and glazed CMU locations.
  - c. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
  4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Glazed surfaces of CMU.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
    - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.



### 3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
  - 1. Joint Locations:
    - a. Isolation and contraction joints in cast-in-place concrete slabs.
    - b. Joints between plant-precaster architectural concrete paving units.
    - c. Tile control and expansion joints.
    - d. Joints between different materials listed above.
  - 2. Silicone Joint Sealant: Single component, nonsag, traffic grade, neutral curing.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Construction joints in cast-in-place concrete.
    - b. Joints in exterior insulation and finish systems.
    - c. Joints between different materials listed above.
    - d. Perimeter joints between materials listed above and frames of doors and windows.
    - e. Control and expansion joints in ceilings and other overhead surfaces.
  - 2. Silicone Joint Sealant: Single component, nonsag, neutral curing, Class 100/50. Multicomponent, nonsag, neutral curing.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
  - 1. Joint Locations:
    - a. Isolation joints in cast-in-place concrete slabs.
    - b. Control and expansion joints in stone flooring.
    - c. Control and expansion joints in tile flooring.
  - 2. Silicone Joint Sealant: Single component, nonsag, traffic grade, neutral curing.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Control and expansion joints on exposed interior surfaces of exterior walls.
    - b. Perimeter joints of exterior openings where indicated.
    - c. Tile control and expansion joints.
    - d. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
  - 2. Joint Sealant: Latex.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Sealant Location:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
    - b. Tile control and expansion joints where indicated.
  2. Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, Silicone.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- F. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Location:
    - a. Acoustical joints where indicated.
  2. Joint Sealant: Acoustical.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

END OF SECTION 07-9200

**SECTION 08-3460  
DETENTION STEEL DOORS AND FRAMES**

**PART 1 GENERAL**

**1.1 SUMMARY**

**A. Section Includes:**

1. Steel detention doors and frames.
2. Hardware reinforcing, anchorage and accessory items.

**B. Related Sections:**

1. Section 08-7163, Detention Hardware
2. Section 08-8850, Security Glazing

**1.2 REFERENCES**

**A. Provide steel detention doors and frames complying with these standards:**

1. ASTM A 1008A/A1008M-11. Cold rolled steel.
2. ASTM A 1011/A1011M-10. Hot rolled steel.
4. ASTM A 653/A653M-11. Hot dip galvanized steel.
5. ASTM A 666-10. Stainless steel.
5. ASTM E 152 Fire Tests of Door Assemblies.
7. ASTM F1450-05, Standard Test Methods for Hollow Metal Swinging Door Assemblies for Detention Facilities.
8. ASTM F1577-01, Standard Test Methods for Detention Locks for Swinging Doors.
9. NFPA 80 Fire Doors and Windows.
10. Hollow Metal Technical and Design Manual, published by NAAMM. "Specifications for Custom Hollow Metal Doors and Frames," NAAMM Standard CHM I.
11. ANSI A115, Preparation of Doors and Frames for Hardware.

**1.3 SUBMITTALS**

- A. Product Data:** For each door and frame indicated, show door designation, type, level and model, material description, core description, construction details, label compliance, sound and fire resistance ratings and finishes.
- B. Door Schedule:** Use same designations as Drawings in preparing submittal schedule for doors and frames.
- C. Shop Drawings:**

1. Elevations and details of each door type.
2. Elevations and details of each frame type.
3. Location for each item.
4. Conditions at openings with various wall thickness and materials.
5. Typical and special details of construction, including cross sections of door.
6. Methods of assembling sections.
7. Location and installation requirements for hardware.
8. Size, shape and thickness of materials.
9. Joints, connections, and anchorage.

#### 1.4 QUALITY ASSURANCE

##### A. Testing:

1. Load Testing of Doors and Door/Frame Assemblies Performance Grades for each individual opening as indicated. Performance Test requirements for each opening are as indicated for individual grade number designations shown:

##### Security Grade and Test Load Requirements

Door Face Sheet and Frame Thickness in Gauge Minimum	Static Load Test B lbf.	Rack Load Test C lbf	Impact Test A Impact Energy – 200 ft. lbf	Impact Test A Impact Energy – 200 ft. lbf	Impact Test A Impact Energy – 200 ft. lbf	ASTM Reference Standards
			Lock Impacts	Hinge Impacts	Glazing Impacts	
12	14000	75000	600	200	100	F1450, F1577, F1643

2. Test Doors: 3'-0" x 7'-0", constructed in accordance with Specifications, with 100 square inch vision panel, 4" x 25" clear opening, positioned as shown in ASTM F 1450, Figure 3, and prepared for hardware as specified in ASTM F 1450, Section 6.
3. Testing Procedures:
  - a. Door Assembly Impact Test: Furnish test doors and frames with hardware in accordance with ASTM F 1450, Section 6. Test in accordance with procedures outlined in ASTM F 1450, 7.2 "Door Assembly Impact Test."
  - b. Door Static Load Test: Test doors in accordance with procedures outlined in ASTM F 1450, 7.3, Door Static Load Test.
  - c. Door Rack Test: Test doors in accordance with Table 1 herein and procedures outlined in ASTM F 1450, Door Rack Test.

4. Performance Criteria: Performance criteria for load testing of each grade indicated in Requirements Table are in accordance with applicable paragraphs of ASTM 1450, Section 7, Procedures.
5. Bullet Resistance: Where specified for individual openings, certify bullet resistance by an independent testing laboratory under testing procedure described in UL Standard 752 as noted in Drawings.
6. Test Reports: Documents of testing and performance in accordance with ASTM F 1450, Section 9, Report, and in accordance with ASTM F 1592, Section 8, Certification and Reports. Submit evidence of compliance with ASTM F 1450 and ASTM F 1592.

B. On-Site Testing and Inspection

1. One cell door will be randomly selected from job site and sawed in half or otherwise taken apart as necessary for verification that construction is in accordance with submitted test report data.

1.5 FIRE RATED ASSEMBLIES

A. Testing Agency: Underwriters Laboratories or FM Global.

1. Test door, frame and hardware assemblies to meet requirements of ASTM E152 by Underwriter's Laboratories or FM Global and have either UL Label or FM Symbol of Approval.
2. Based upon design locations of hardware and other door and frame mounted devices as shown on Drawings, manufacturer must be capable of providing UL labeling for all doors where listing is required.

1.6 DELIVERY, STORAGE AND HANDLING

A. Accomplish as required to prevent damage, including deterioration of prime coat finish.

1. Store doors in upright position in protected and dry area with bottom edge placed on wood strips above ground or floor, and doors shimmed to provide at least 1/4 inch space between individual units to promote air circulation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with Specifications, provide products by one of these manufacturers:

1. Habersham Metal Products ([habershammetal.com](http://habershammetal.com))
2. American Steel Products
3. Willo Products ([willoproducts.com](http://willoproducts.com))
4. Chief Industries ([chiefind.com](http://chiefind.com))
5. Steel Door Industries (div. of Slate Security Systems)

## 2.2 MATERIALS AND FABRICATION

- A. Steel material for all components of all doors and frames will comply with the following:
1. Materials: Construct of commercial quality steel, free of scale, pitting, coil breaks or other surface defects. Comply with the following:
  2. Door and frames not in contact with exterior weather: Commercial quality, cold-rolled steel conforming to ASTM A 1008 or hot-rolled, pickled and oiled steel conforming to ASTM A1008M CS type B.
  3. Doors and frames in contact with exterior weather: Commercial quality steel, hot dipped zinc coated conforming to ASTM A 653/A 653M Commercial Steel (CS type B), coating designation A60.
  4. Doors and frames required to be Stainless Steel: Commercial quality stainless steel, conforming to ASTM A666, Type 304. Finish not to exceed ANSI 866, #3.
- B. Steel Detention Door Frames:
1. Metal Thickness: As indicated on schedules, 12 gauge or 14 gauge.
  2. Construction:
    - a. Frames: Custom made welded units of sizes and types shown on reviewed Shop Drawings.
    - b. Finished Work: Strong and rigid, square, and free of defects, warps, or buckles, with straight and uniform profile.
    - c. Jamb, Header and Sill Profiles: Scheduled in Contract Documents and shown on reviewed Shop Drawings. Weld 12 gauge steel channel into head of frames over 4 feet wide.
    - d. Corner Joints: Continuously welded with all contact edges closed tight, and with faces mitered and stops either butted or mitered. Gussets or splice plates are not acceptable.
    - e. Minimum Depth of Stops in Door Openings: 5/8 inch for 12 gauge or 5/8 inch for 14 gauge, and 1-1/4 inch in glass or panel openings. Cap cut-off stops, where shown, at 45 degrees or 90 degrees at height shown on reviewed Shop Drawings. Jamb joints below cut-off stops: Weld, fill and grind smooth with no visible seams.
    - f. When shipping limitations dictate, fabricate frames for large openings in sections designated for splicing in field. Where splicing is necessary, install angle splices at corners of profile, and extend 4 inches on either side of joint. Provide splicing of same gauge as frame.
    - g. Frames for Multiple Openings: Closed tube mullion members with no visible seams or joints. Weld all joints between faces of abutted members and finish smooth. Weld all joints between stops of abutted members along depth of stop, neat and uniform in appearance.
  3. Hardware Reinforcements and Preparation:
    - a. Frames: Mortised, reinforced, drilled and tapped for templated hardware, in accordance with reviewed hardware schedule and templates provided by hardware supplier. Where hardware is surface mounted, provide frames with reinforcements only. Drilling and tapping will be performed in field.
  4. Hardware Provisions:

- a. Reinforcing for surface mounted hinges: 3/8 inch x 1-1/2 inch x continuous steel plate. Provide an additional 3/16 inch steel plate at top hinge.
  - b. Reinforcing for mortise hinges: 3/16 inch x 1-1/2 inch x full height steel plate offset at each hinge. Provide additional 3/16 inch angle at top hinge, welded to offset plate and inside of frame trim.
  - c. Lock or keeper preparation: Follow manufacturer's recommendations.
  - d. Protect reinforcing and cutouts with pressed steel mortar guards inside frame.
  - e. 26 gauge steel boxes at back of all hardware cutouts, welded to frame.
5. Electric Lock Provisions:
- a. Increase frame face dimension for lock. Increase frame depth at lock, if required.
  - b. Set back face minimum 3-13/32 inch frame depth.
  - c. Provide opening on nonsecure side for face installation.
  - d. Provide 14 gauge steel lock pocket, welded all sides.
  - e. Provide 3/16 inch steel lock mounting plate inside pocket.
  - f. Weld to secure side of frame.
  - g. Provide 3/16 inch steel cover plate with round edges.
  - h. Surface mount with twelve 1/4 inch - 20 countersunk security screws.
  - i. Cutout rabbet face and provide reinforcing for lock face plate.
6. Silencers: Locate and size holes in accordance with UL 63.
- a. Use plastic plugs to keep holes clear during construction.
  - b. Single Frames: Three on strike jamb stop.
  - c. Double Frames: Two on head stop.
  - d. Paper Pass: Two on head; each side of stop.
7. Frame Anchors:
- a. Provide jamb anchors, maximum 8 inches from top and bottom and maximum 16 inches on center.
  - b. Provide head and sill anchors, maximum 6 inches from ends and maximum 16 inches on center where masonry opening width is 40 inches or greater.
  - c. Anchors at Masonry: 12 gauge galvanized steel, 2 inches wide, tee shape, with hole to allow passage of #5 reinforcing bar.
  - d. Anchors at concrete: Frame welded to subframe or cast in place.
  - e. Anchors at Floor: 12 gauge steel angle welded to bottom of jamb. Adjustable anchors where scheduled. Extend below finish floor. Allow minimum 2 inch adjustment.
  - f. Anchor Provision: Intermittently weld frame, shims and steel subframe. Where intermittent shims are used, weld each shim full length. For continuous shim, welds equivalent to those provided at intermittent shims.
  - g. Contractor's Option: Continuous homogenous shim, with uniform taper. Intermittent shims, one-inch long, of uniform shape. Provide holes for grouting after installation, plug and fill. Insert shims tight and at regular distance from face of subframe and frame. Intermittent shims spaced a maximum 6 inches from each end, 8 inches from top and bottom and 2 feet 2 inches on center maximum.

8. Loose Glazing Stops:
  - a. Cold rolled, formed steel loose glazing stops, 10GA x 1-1/4 x 1-1/4", mitered or notched corners. Secured with 1/4" machine screws in factory prepared, reinforced, tapped holes spaced 8" maximum on center and 2" maximum from corners. Provide holes with welded steel grout caps. Provide two complete sets of fasteners. One set of Phillips head machine screws for temporary use during glazing and painting. Provide one set of stainless steel, Torx pin head fasteners to be installed for permanent use after final painting. Permanent fasteners are not to be painted.
  - b. Chemically treat frame beneath glazing stops and inside of glazing stop for maximum paint adhesion. Paint with a rust-inhibitive primer prior to installation in frame.
9. Plaster guards: Minimum 26 gauge steel welded in place at all hardware locations.
10. Spreaders: Provide frames with two temporary steel spreaders welded to bottom of jambs to serve as bracing during shipping and handling.
11. Grout: Provide frames with rubber or plastic screw shields on threads of screws when in contact with grout.

C. Steel Detention Doors and Fixed Steel Detention Panels:

1. Face sheet thickness: As indicated on schedule, 12 gauge or 14 gauge.
2. Construction:
  - a. Doors: Custom made of types and sizes shown on reviewed Shop Drawings, and prepared for hardware per reviewed hardware schedule.
  - b. Door Edge Seams: Continuously welded and finished smooth. Vertical edges reinforced by continuous 12 gauge steel channel, extending full length of door. Top and bottom edges closed with continuous inverted 12 gauge channel, welded to both face sheets a minimum of 3 inches on center. Reinforce 12 gauge closing end channel by continuous 12 gauge plate extending from one vertical edge channel to the other. Continuously weld plate to vertical channel at four corners producing fully welded perimeter reinforcing channel.
  - c. Fit top end channel with additional 16 gauge flush closing channel. Weld flush closing channel in place at corners at center. Installation of closer channel with screws is not acceptable. End channel and flush closer channel are permanent and non-removable.
  - d. Edge Profiles: Vertical edges of single acting doors: Beveled 1/8 inch in 2 inches. Horizontal track doors or equivalent: Square profile.
  - e. Minimum Door Thickness: 2 inches.
  - f. Face Sheets: Stiffened by continuous vertically formed steel sections spanning full thickness of interior space between faces. Provide stiffeners of minimum gauge required to meet specified performance requirements, spaced not more than 4 inches on center. Securely fasten to both face sheets by spot welds spaced maximum of 4 inches on center vertically. Fill spaces between stiffeners with 6 lb. density mineral rock wool batt material.
  - g. Provide frames having jamb mounted electric locks and door position switches with factory installed backboxes and conduit.
  - h. Insulation for exterior steel detention doors: Foamed polyurethane, minimum R-14.
  - i. Astragals: Provide 10 gauge, 2 inch wide continuous astragal on active leaf of pair of doors.



- j. Hardware Reinforcements: Mortise, reinforce, drill and tap doors at factory for completely templated hardware, in accordance with reviewed hardware schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115.
- 1) Mortise lock: Provide 3/16 inch thick steel plate pocket for mortise lock at maximum security doors and 1/8 inch thick steel plate pocket for mortise lock at medium security doors. Weld plates to form pocket inside door face.
  - 2) Locks installed through door edge: Provide reinforced steel seats, 1/8 inch thick at medium security and 3/16 inch thick at maximum security. Weld to edge channel. Cut away edge channel minimum dimension required for lock. Provide lock centering clips at each side. Cut away faceplate for cylinder.
  - 3) Locks installed through face of door: Provide reinforced pocket of 3/16 inch thick steel plate. Weld inside detention side of pocket. Secure lock to 3/16 inch mounting plate furnished by lock manufacturer. Provide rabbeted frame opening around mounting plate for flush finish with door face. Secure manufacturer furnished plate with minimum of 8 - 1/4 inch security screws.
  - 4) Hinge reinforcing: Cut edge reinforcing channel as necessary for hinges. Provide 3/16 x 1-1/2 x 10 inch reinforcing plate welded inside edge channel at each hinge. Provide additional channel welded to plate inside edge channel at top hinge.
  - 5) Pull reinforcing: 3/16 x 1-1/2 x 10 inch steel welded in door.
  - 6) Miscellaneous hardware reinforcing: Provide 12 gauge steel welded inside door for hardware not included above. 26 gauge steel boxes at back of all keeper cutouts, weld to door. Electrically operated hardware will be provided on all doors as indicated. Provide and install hardware enclosures and junction boxes and interconnect using U.L. approved 1/2 inch minimum conduit and connectors. Provide junction boxes with access plates to facilitate installation of wiring. Provide access plates of same gauge as frame and fastened with minimum of four #8-32 tamperproof machine screws.
  - 7) Detention food passes: Reinforce doors for installation of food pass openings per Schedule. Coordinate reinforcing with Detention Equipment Contractor.
- k. Glazing Moldings and Stops: Where specified, provide doors with steel moldings to secure glazing in accordance with glass sizes and thicknesses shown on reviewed Shop Drawings.

- 1) Fixed glazing molding: Spot welded on secure side 5 inches center maximum.
- 2) Cold rolled, formed steel loose glazing stops, 10GA x 1-1/4 x 1-1/4", mitered or notched corners. Secured with 1/4" machine screws in factory prepared, reinforced, tapped holes spaced 8" maximum on center and 2" maximum from corners. Provide two complete sets of fasteners. One set of Phillips head machine screws for temporary use during glazing and painting. Provide one set of stainless steel, Torx pin head fasteners to be installed for permanent use after final painting. Permanent fasteners are not to be painted.

## 2.3 FINISHING

### A. Painted:

1. Before assembly, thoroughly clean and coat frame inside and out with a fine grade corrosion resistant primer, Dunn-Edwards 43-4 Bloc-Rust, or approved equal.
2. After fabrication, dress tool marks and surface imperfections. Clean by grinding, filling, and sanding as necessary to make faces and vertical edges smooth, level, and free of irregularities. Bonderize and phosphate treat doors to insure maximum paint adhesion and coat on all exposed surfaces with a rust inhibitive primer fully cured before shipment.
3. Primers: Compatible with finish coats specified under Section 099000, Painting.

### B. Galvanized:

1. Provide galvanized doors at wet areas and exterior.
2. Clean off fabrication and other foreign materials.
3. Repair damaged galvanized coating with heavy zinc bearing coating.
4. Clean surfaces and apply rust inhibitive primer.

### C. Field Joint Finish:

1. Weld, fill, and grind smooth.
2. Treat raw surfaces with corrosion resisting phosphate.
3. Apply rust inhibitive Dunn-Edwards 43-4 Bloc-Rust, Frazee 664 Rust Stop, or approved equal.

## PART 3 EXECUTION

### 3.1 TOLERANCES

#### A. Maximum Clearances Between Doors and Frames:

1. Head, 3/16 inch.
2. Jamb, 3/16 inch.
3. Vertical meeting edge at pairs of doors, 3/16 inch.

#### B. Maximum Door Clearance for Door Undercuts(difference between door bottom and bottom of frame to include thresholds and door bottom shoes if required):

1. Swinging doors without thresholds and/or door bottom shoe: 3/4 inch.
2. Swinging doors with thresholds: Door supplier is to coordinate the undercut based on approved hardware which could include thresholds and door bottom shoes.
3. Individual sliding doors:
  - a. Exterior: 1 ¼ inch.
  - b. Interior: 1 inch clear (verify with device manufacturer).

### 3.2 EXAMINATION

- A. Inspection: Assure frame openings correspond to dimensions of frame furnished. Surfaces that contact frame shall be free of debris. Do not proceed with installation until unsatisfactory conditions are corrected.

### 3.3 INSTALLATION

- A. Floor Anchors: Securely weld floor anchors inside each jamb, with two holes provided at each jamb for floor anchorage. Frame is to be set on finished floor surface to coordinate with any threshold/undercut. Door undercut (difference between door bottom and bottom of frame) should match floor clearance (difference between door bottom and floor covering). Securely attach anchor to concrete.
- B. Jamb Anchors:
  1. Provide with adjustable steel jamb anchors of T-strap or stirrup-and-strap type, for masonry installations. Stirrup straps not less than 2 inches x 10 inches in size, with hole in end for rebar. Provide anchors as required for wall conditions and label requirements. Provide anchors on each masonry jamb as specified.
  2. Provide frames anchored to previously placed concrete or structural steel with anchors of suitable design as shown on Contract Documents and reviewed Shop Drawings.
  3. Provide loose steel glazing stops at fixed windows and secure to frame with countersunk cadmium or zinc-plated security screws with shield over thread. Provide glazing bead stops with frames where fixed glass is indicated in pressed steel frames. Locate screws within one inch of ends of beads and space not more than 8 inches apart. Provide and set glazing as specified.
  4. Install steel detention doors and frames in accordance with manufacturer's printed instructions and reviewed Shop Drawings. Install frames plumb, level and rigidly secure. Seal as specified.
  5. Prime with bituminous coating inside of all frames to be grouted. Solid grout inside of frames in masonry and concrete walls. Pressure grout all security door frames and window frames with solid grout.

### 3.4 PROTECTION

- A. Protect doors and frames from damage and weather during transportation and at Project site. After installation, protect doors and frames from damage during subsequent construction activities. Repair or replace damaged materials with new materials.

### 3.5 ADJUSTING AND CLEANING

- A. Thoroughly clean and touch up prime coat as required and recommended by door manufacturer. Remove excess sealants and glazing compound. Adjust moving parts for a smooth operation. Remove debris from Project site.

END OF SECTION 08-3460

PART 1 GENERAL

1.1 SUMMARY

- A. Work includes detention hardware as indicated and specified.
- B. Related Work:
  - 1. Section 083460, Steel Detention Doors and Frames
  - 2. Division 28, Electronic Security Systems

1.2 GENERAL REQUIREMENTS

- A. Arrange Work and issue purchase orders to facilitate securing delivery of hardware so Work progresses without delay or interruption.
- B. Detention Hardware Schedule is intended to cover all detention doors and establish a type and standard of quality. Where size and shape of members to be equipped with hardware prevents or makes unsuitable use of exact types specified, furnish suitable types with same similar operation, function, style, and quality to those specified.
- C. Provide sizes in all instances that are adequate for service to which individual items of detention hardware will be subjected in course of normal usage. It is the specific duty and responsibility of detention hardware supplier to examine Specifications and Drawings, and furnish correct hardware for all openings, whether listed or not.
- D. If there are omissions in the Detention Hardware Schedule, immediately notify Architect by telephone and in writing, prior to bidding question deadline. Otherwise, it will be considered complete.

1.3 SUBMITTALS

- A. Detention Hardware Schedule:
  - 1. Schedule: Follow ASAC scheduling sequence and format, listing door numbers using same designation as Contract Documents, plus location, door width, height, thickness, material of door and frame, UL label, where required, and handing.
  - 2. Show maximum degree of swing.
  - 3. Provide list of labeled doors with closers separate from non-labeled doors.
  - 4. Door Hardware: Include quantity, type of hardware and manufacturer's number, size and handing, finish, and required information for location, operation and electrical requirements.
  - 5. Show backset for locks and latches.
  - 6. Include list of all manufacturers and type of hardware provided.
  - 7. Provide product data and cut sheets of each type of hardware scheduled.

B. Templates:

1. Hardware Supplier: Upon receipt of final reviewed Detention Hardware Schedule, send it with complete template list for items requiring template information to suppliers requiring this information, (specifically steel door and frame manufacturer), to avoid delay in delivery of frames. Provide letter with Submittal noting any change in hardware from that specified.
  - a. If there are hardware changes not specifically brought to attention of Architect during Submittal, it will be the Contractor's responsibility to correct all problems caused by non-notified changes.
  - b. When hardware must be installed at factory, send all such needed items to respective supplier for installation. Cost of shipping is borne by hardware supplier.

C. Keying Schedule:

1. Furnish to Owner four copies of keying schedule for review. After keying schedule is received by Owner, schedule and conduct a keying meeting including Owner, Architect and General Contractor before ordering materials. Refer to Keying in Part 2.

D. Samples:

1. Provide samples of specified hardware items when a specific request is made by Architect.
2. Make modifications to hardware as required by reason of operational characteristics to provide specified operative or functional features.

E. Wiring Diagrams: Submit layout and wiring diagrams for electrical door control components as herein specified.

F. Certification of Proper Installation by hardware manufacturer:

1. Inspect installation of all hardware furnished at completion of Project.
2. Certify in writing that hardware is properly installed according to manufacturer's printed instructions.
3. Forward copy of certification to Architect as soon as possible after installation of all hardware.

#### 1.4 QUALITY ASSURANCE

A. Codes:

1. Comply with UL ratings, fire codes and building codes applicable in building location and jurisdiction.
2. Meet requirements for accessibility in accordance with ADAAG and ANSI A117.1.

B. Experience Criteria:

1. Minimum five years experience manufacturing specified item.
2. Minimum five years successful installation on similar correctional facilities.

3. Provide detention grade hardware, meeting ASTM F1577, Standard Test Method for Detention Locks for Swinging Doors, on swinging doors in all areas including required means of egress.

## 1.5 DELIVERY, STORAGE AND HANDLING

- A. Provide a room with sufficient space and shelving to store and arrange detention hardware.
  1. Lock room with lock furnished by Contractor and not lock furnished for Project. Deliver hardware to site and store under lock and key.
  2. Upon delivery of hardware to jobsite, check in and sign for material delivered and thereafter take responsibility for hardware.
  3. Package each item of hardware in original and individual containers, complete with all necessary fastenings, instructions and templates for proper installation.
  4. Mark each container with item number corresponding Detention Hardware Schedule.
  5. Containers holding keyed locks and cylinders require: Heading number, door number, hand of door and keying symbol, all corresponding to Detention Hardware Schedule.
  6. Protect hardware from damage at all times, both before and after installation.

## 1.6 WARRANTY

- A. Warranty hardware, parts, and labor for a period of two years from date of Substantial Completion.
  1. Correct defects in materials and workmanship occurring during warranty period. Correct at no additional expense to Owner.

## 1.7 MAINTENANCE/SPARE PARTS

- A. Provide six (6) copies of operation and maintenance manuals labeled and bound for Owner's use.
- B. Provide replacement stock for each hardware set specified in Detention Hardware Schedule in quantity equal to a minimum of one for each type or 5% of total quantity of all hardware sets, whichever is greater. Provide replacement stock inventory listing to Owner.

## PART 2 PRODUCTS

### 2.1 SOURCE

- A. Hardware supplier must be a stocking distributor of materials and have minimum five years experience.
- B. Detention hardware locksets and any accessories required for locksets specified in this Section shall be by one manufacturer.

## 2.2 MANUFACTURERS

- A. Basis of Design Manufacturer: Southern Steel and LCN.
- B. Subject to compliance with Specifications, products by these manufacturers may be submitted:
  - 1. Airtec: <http://www.normentsecurity.com/airtec-products-and-services.aspx>
  - 2. Folger Adams: [http://www.southernfolger.com/pages/folger\\_adam](http://www.southernfolger.com/pages/folger_adam)

## 2.3 MATERIALS: Hardware sets are listed in Detention Hardware Schedule in this Section.

- A. Furnish hardware complete, free from all blemishes and defects. Remove and replace defective hardware sets.
- B. Furnish hardware with all bolts, screws, fasteners, brackets, fittings, and accessories required for proper installation and performance.

## 2.4 FINISHES

- A. Provide US-32D finish, unless otherwise specified.

## 2.5 DETENTION HARDWARE

- A. Provide galvanized finish for case and cover of locksets exposed to exterior weather and shower areas and lock with corrosion-resistant working parts.
- B. All other remaining hardware: Match door material for corrosion resistance. Provide stainless or plated hardware on all doors and frames required to be stainless steel or galvanized/galvannealed/galvanized.

## 2.6 HINGES

- A. Hinges for Steel Detention Doors:
  - 1. Full mortise, Southern Steel 204FMSS Institutional, US26D finish. Cast stainless steel leaves, 4-1/2 inch x 4-1/2 inch x 3/16 inch thick, hospital tip. Stainless steel hinge pin and ball bearings. Hardened tool steel ball races.
  - 2. Provide minimum three hinges for doors up to 84 inches high and up to 36 inches wide.
  - 3. Provide minimum four hinges for doors more than 84 inches high and/or for doors 37 inches or more wide.
  - 4. Provide minimum four hinges for doors that exceed 300 pounds inclusive of glazing and hardware.
  - 5. Provide three hinges in addition to electric transfer hinge on doors where electric transfer hinges are required.
  - 6. Provide steel hinges for labeled doors.



- B. Hinges for Electric Transfer: Southern Steel 204E Electric Power Transfer Hinge. Locate electric hinge next to bottom hinge on all doors that require an electric hinge for electronic devices to function.

## 2.7 FOOD PASS/CUFF PORT: See Drawings and Door Schedule.

- A. Where food passes and cuff ports are indicated by door type, provide this hardware.
  - 1. Hinges: Southern Steel 203FP. Case hardened ½” diameter hinge pin. Built in stop holds door in horizontal position when opened.
  - 2. Lock: Southern Steel 1010A.

## 2.8 ELECTRO-MECHANICAL LOCKS

- A. Interior Electro-Mechanical Locks.
  - 1. General: All locks are 120 VAC 60 hz or 24VDC as scheduled. All 10120 series are 120 VAC.
  - 2. Functions: See hardware sets.
  - 3. Features: Motor or solenoid operated, two piece plug connector, cylinders per lock model, inter-locking as scheduled, indication and auxiliary switches, non-fail safe operation, unless noted otherwise.
  - 4. Cylinder: Mogul.
- B. Exterior Electro-Mechanical Locks:
  - 1. General: All locks are 120 VAC 60 hz. Or 24VDC as scheduled. All 10120 series are 120 VAC.
  - 2. Functions: See hardware sets.
  - 3. Features: Solenoid operated, galvanized case and cover, indication and auxiliary switches, external two piece plug, non-fail safe operation, unless noted otherwise.
  - 4. Cylinder: Mogul.

## 2.9 DETENTION MECHANICAL LOCKS

- A. As scheduled, provide Southern Steel 1080 or 1070 series at full size doors. Paracentric cylinder.
  - 1. Provide escutcheons at all cylinder openings.
  - 2. Provide cylinder shields on exterior locations.
- B. As scheduled, provide Southern Steel 10500 series at full size doors. Cylinders ASSA V-10.

## 2.10 CLOSERS

- A. Provide LCN 2210 Series overhead concealed closer for doors as scheduled.
- B. Provide controlled and/or monitored doors requiring closers with DPS option.
- C. Conform to applicable requirements of ANSI A156.4, except as otherwise noted or specified.
- D. Provide full rack and pinion overhead-concealed type closer, unless otherwise specified.
- E. Size closer in accordance with manufacturer's size charts to properly control doors.
- F. Use hold open arms as requested.
- G. Provide back checks on all exterior doors swinging out.
- H. Finish: Match adjacent hardware.
- I. Provide adjustable spring power, sizes 2 through 6.
- J. Provide selective hold-open operation.
- K. Provide closer on all fire rated doors.
- L. Provide with fire shield.
- M. Subject to compliance with Specifications products by these manufacturers may be submitted:
  - 1. Norton
  - 2. Corbin Russwin
  - 3. Yale
  - 4. Sargent
  - 5. Reading DORMA

## 2.11 DOOR MONITORING SWITCHES

- A. Door Position Switches (DPS): Provide Southern Steel 200MRS Magnetic Reed Switch for all doors as scheduled and that are electrically controlled and not required to have closers.
  - 1. Magnetic switch actuates signaling device as soon as door is opened.
  - 2. Mounting to be mortise style in frame header and door.
- B. Bolt Position Switch (BPS): Provide Southern Steel 4CL strike Keeper Switches as scheduled and for all mechanical locks requiring electrical monitoring.
  - 1. Keeper switch actuates signaling devices as soon as bolt is retracted.
  - 2. Install appropriate keeper switch in strike box to work in conjunction with mechanical hardware specified.
  - 3. When scheduled with both Door Position Switch and Bolt Position Switch, they are to run in series so that in event either device is breached signaling device will be actuated.

## 2.12 STOPS

- A. Provide stops including wall bumpers, doorstops, and overhead stops as required to prevent doors from striking building components or equipment.
- B. Provide wall bumpers equivalent to Rockwood #406, #407, or #408, as necessary to accommodate wall construction.
- C. Provide doorstops equivalent to Rockwood #462 in conditions where wall bumpers cannot appropriately be used.
- D. Provide roller bumpers equivalent to Rockwood #455 and #456 at locations where two doors open against each other or at locations where door swings interfere with each other.
- E. Provide overhead stop/holders equivalent to Glynn Johnson 280 Series where scheduled in hardware sets.
- F. Stops are required at doors equipped with closers, which swing greater than 130 degrees, and which do not strike wall, column, equipment or other similar items.

## 2.13 PULLS / PUSH PLATES

- A. Door Pull: Southern Steel 212 Raised door pull, 1 1/16" long x 1 3/4" wide x 2 3/8", fastened with two detention head thru-bolts.  
For use on doors which have no other means by which to grasp door.  
Provide on both sides of doors, except at cells.  
Provide only one at outside cell or holding room doors.
- B. Provide Flush door pull Southern Steel 214, on inside of cells and holding rooms, and outside of slider doors where required to grasp door for operation. Contractor's option: Provide door manufacturer's shop made flush pull built into door.
- C. Knob Pull: Southern Steel 215 Knob Pull, size: 2 1/4" diameter knob x 2 1/4" projection x 3 3/16" diameter base fastened with three (3) #10-24 x 1/2 inch oval head Torx screws.
- D. Door Push Plate: Rockwood, stainless steel, 4 inches x 8 inches with rounded corners and eased edges.

## 2.14 WEATHERSTRIPPING, THRESHOLDS, AND SEALS

- A. Weather stripping, thresholds, and seals as herein specified are based on products manufactured by Pemko Manufacturing Co. Equivalent products as manufactured by Reese Enterprises and Zero Weather Stripping Co. are also acceptable.
  - 1. Provide weatherstripping, sill strips, door bottoms, and thresholds at all exterior doors.
  - 2. Provide exterior steel framed doors with jamb and head weatherstripping, Pemko S88.

3. Provide all exterior door openings with extruded aluminum threshold Pemko 171A, 5 inches deep, 1/2 inch high and one piece full width of opening. Set threshold in mastic. Install with security screws.
4. Provide all exterior doors with door bottom sill strip, Pemko 210 AV with drip edge. Install with security screws.
5. For raised sills, provide Zero International #105A Saddlerest and #670 series aluminum saddle, set in bed of mastic and installed with security fasteners.
6. Interlocking Threshold: As scheduled, provide Pemko 115A threshold with 66A hook. Optional: Door manufacturer's system.

#### 2.15 SMOKE/FIRE GASKETING

- A. Provide at all rated swinging doors:
  1. Head and jambs, Pemko S88 gasketing with Pemko 18100 CP door bottom sweep.
  2. Astragals at Double Doors: Pemko S88.
- B. Install with security screws. Coordinate with door finish to insure compatibility with paint.

#### 2.16 LIGHT-TIGHT GASKETING

- A. Head and Jambs: Pemko S88 self-adhesive gasketing.
- B. Threshold: Extruded aluminum threshold Pemko 171A, 5 inch depth, 1/2 inch height and one piece full width of opening. Set threshold in sealant. Install with security screws.

#### 2.17 SILENCERS

- A. For all swinging doors, provide metal frames with Ives SR64. Provide single doors with three per jamb. Provide double doors with two per each head. Silencers per ANSI A156.16-1981.

#### 2.18 HARDWARE FOR LABELED FIRE DOORS

- A. In addition to meeting Specifications, hardware for labeled fire doors conforms to applicable requirements of NFPA Pamphlet No. 80 and NBFU Standard No. 80.
- B. Hardware for labeled fire doors that also serve as exit doors conform to applicable requirements of NFPA Pamphlet No. 101. Provide UL labels as evidence of conforming to these requirements.
- C. In conditions where UL labels cannot be obtained, obtain an approval letter from building official stating that UL construction with no label is acceptable.

#### 2.19 MISCELLANEOUS HARDWARE

- A. Conform to applicable requirements of ANSI A156.16, except as otherwise noted or specified.
- B. Strikes and Keepers: Provide mortise mounted strike plates and keeper with dust box for all locks.
- C. Escutcheon: Provide Folger Adam No. 1 escutcheon 1/8 inch thick brushed stainless steel, 3" diameter, on all paracentric detention locks except food passes.
- D. Cylinder Shield: Provide Southern Steel 219 cylinder shield on all exterior paracentric key cylinders to protect lock cylinders.
- E. Slide Bolts: Rockwood surface bolt number 580, 8 inch length with 1 3/16 inch throw, steel. Provide on miscellaneous steel fabricated doors as shown.
- F. Lock Mounting: Provide appropriate Southern Steel lock mounting for locks on steel plate, grating and steel doors.

## 2.20 FASTENINGS

- A. Furnish finish hardware with necessary security screws, bolts, or other fastenings of suitable size, quality, quantity, and type to anchor hardware in position for heavy security, use, long life, and to harmonize with hardware material and finish.
- B. Furnish fastenings where necessary with expansion shields, sex bolts, and other approved anchors conforming to material of hardware item, and as recommended by manufacturer.
- C. Furnish hardware fastened to concrete with machine screws and tamp-ins.
- D. Furnish overhead holders and closers with security machine screws for attachment to reinforcing in doors and frames.
- E. Furnish all butts and pivots with self-cleaning security machine screws for steel frames and doors.
- F. Do not use steel self-tapping metal screws for anchorage of locks, closers and holders.
- G. Non-removable Screws for Maximum Security: Flat head with extra twist off head, main head flush without slots when fully secured and torqued.
- H. Removable Screws:
  1. Provide Torx pinhead security fasteners with head appropriate for application.
  2. Provide Owner with ten of each type driver tool as needed for maintenance or hardware replacement.
  3. Provide nonferrous metal fasteners when exposed to weather. Match hardware finish as closely as possible.

## 2.21 KEYS AND KEYING

- A. After Owner review of initial keying submittal, final keying, master keying and quantities of keys will be determined at joint meeting of Owner, Architect and Hardware Subcontractor. Conduct meeting at project site. Schedule, notify and coordinate three weeks before meeting.
- B. At a minimum for initial keying submittal, key locks alike for each of the following groups:
  - 1. Plumbing Chases
  - 2. Emergency Fire Exits
  - 3. Program and Service Areas
  - 4. Mechanical and Electrical
  - 5. Staff Toilet
  - 6. Food Passes/Cuff Ports
  - 7. Fire Extinguisher Cabinets
  - 8. Janitor Storage
  - 9. Cells (When a project has separate housing buildings, key cells alike per building)
  - 10. Holding Rooms
  - 11. Fire Hose Cabinets
- C. At a minimum for initial keying submittal, Key following groups differently:
  - 1. Emergency Release Cabinets
  - 2. Control Room Entrance
  - 3. Sallyports
  - 4. Provide six keys for each of these groups
- D. Provide keys for each group equal to 10% of total or ten keys, whichever is more, of number of locks per group.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
  - 1. Fit and install hardware before painting, and then remove hardware, and complete painting before final installation.
  - 2. Do not order hardware until Submittal is returned with no corrections or exceptions.
  - 3. Painting of hardware is strictly prohibited. Remove, repair to factory condition, and reinstall hardware which receives any paint.
- B. Application of Hardware:
  - 1. Use detention fasteners to secure hardware in place.
  - 2. Use screws set in expansion shields for securing hardware to concrete or masonry.
  - 3. Use through-bolts where necessary for satisfactory installation.
  - 4. After application, protect hardware from paint, stains, blemishes and damage.
  - 5. Inspect and adjust hardware so that hinges, locks, latches, bolts, holders and closer operate correctly.

6. Repair errors in cutting and fitting. Repair all damage to adjoining Work.

C. Application of Hardware for Labeled Fire Doors:

1. Provide factory-inspected hinges, locking and latching devices for labeled doors.
2. Provide factory inspected and labeled exit hardware on labeled doors.
3. Hardware Application: Conform to applicable requirements of NFPA Pamphlet No. 80 or NBFU Standard No. 80.
4. Hardware applications on labeled fire doors that also serve as exit doors shall conform to applicable requirements of NFPA Pamphlet No. 101.

D. Location of Hardware on Doors: In accordance with hardware manufacturer's specifications. Report conflicts in hardware locations to Architect.

### 3.2 QUALITY CONTROL

A. Inspections: Hardware manufacturer's representative will visually inspect installation of all hardware at completion of installation.

1. All discrepancies or errors in installation and operation will be reported in writing to the Architect.
2. Upon completion and before final inspection, hardware manufacturer will certify in writing to Architect that hardware is properly installed according to manufacturer's printed instructions, and operates correctly.
3. Manufacturer will forward a letter of certification in duplicate to Owner's.

B. Adjustments: At completion of Project, provide instruction and demonstration of adjustment, operation and repair of all items specified in this Section.

### 3.3 DETENTION HARDWARE SCHEDULE

General: Use of Southern Steel model numbers are to establish a standard of quality and function and are scheduled to indicate general hardware function requirements. Provide exact type of lock, number of hinges, door stops, silencers, closers, gaskets, etc., as indicated in this Specification and Drawings to complete hardware sets to meet code and functioning requirements. Cylinders: All locksets must be provided with cylinders as described elsewhere in this Specification. Use of "AS SPECIFIED" in the following sets indicates that the required item is described elsewhere within this Specification.

**NOTE: Not all hardware sets are used for this project. Refer to Secure Door Schedule for hardware sets required.**

**ELECTROMECHANICAL SETS:**

**D120 EXTERIOR CONTROLLED SALLYPORT DOOR**

LOCK:	10120AE-2
HINGES:	AS SPECIFIED.
PULL(HINGE SIDE):	RAISED
PULL(STOP SIDE):	RAISED
CLOSER:	AS SPECIFIED W/DPS
WEATHERSTRIP:	AS SPECIFIED

THRESHOLD: AS SPECIFIED  
DOOR BOTTOM: AS SPECIFIED  
STOP: AS SPECIFIED

**D121 EGRESS SALLYPORT FROM DAYROOM, INNER DOOR**

LOCK: 10120AE-2  
DOOR POSITION SWITCH: AS SPECIFIED  
HINGES: AS SPECIFIED.  
PULL(HINGE SIDE): RAISED  
PULL(STOP SIDE): FLUSH  
SILENCERS: AS SPECIFIED  
STOP: AS SPECIFIED

Remote unlock, deadbolt remains retracted until relocked by key.

**D122 DUAL FUNCTION, REMOTE CONTROLLED, EGRESS PATH, FIRE RATED, FOR CORRIDORS, DAYROOM DOORS, ETC.**

LOCK: 10120AM-2  
LATCHSET: 10501  
HINGES: AS SPECIFIED  
CLOSER: AS SPECIFIED W/DPS  
STOP: AS SPECIFIED  
WEATHERSTRIP: AS SPECIFIED  
THRESHOLD: AS SPECIFIED  
DOOR BOTTOM: AS SPECIFIED

Normal operation- UNLOCK SIGNAL: latchbolt remotely retracted then automatically extends when door is opened. Emergency operation- UNLOCK SIGNAL: latchbolt remotely retracted and left retracted.

**D123 GENERAL POPULATION CELLS (WITHOUT FOOD PASS, FED IN DAYROOM)**

LOCK: 10120AM-1  
HINGES: AS SPECIFIED.  
PULL(HINGE SIDE): RAISED  
PULL(STOP SIDE): FLUSH  
SILENCERS: AS SPECIFIED  
DOOR POSITION SWITCH AS SPECIFIED  
STOP: AS SPECIFIED

Day use- UNLOCK SIGNAL: latchbolt remotely retracted and remains retracted. RELOCK SIGNAL: latchbolt extends upon opening of door. Emergency operation- UNLOCK SIGNAL: latchbolt retracted and left retracted.

**D124 MAX OR SEG CELL (FED/CUFFED IN CELL)**

LOCK: 10120AE-1  
HINGES: AS SPECIFIED.  
PULL(HINGE SIDE): RAISED  
PULL(STOP SIDE): FLUSH  
SILENCERS: AS SPECIFIED  
STOP: AS SPECIFIED  
FOOD PASS LOCK AS SPECIFIED  
FOOD PASS HINGES AS SPECIFIED  
DOOR POSITION SWITCH AS SPECIFIED

**D125 DAYROOM TO OUTDOOR RECREATION YARD**

LOCK: 10120AM-2  
HINGES: AS SPECIFIED.  
PULL(HINGE SIDE): RAISED



PULL(STOP SIDE): FLUSH  
DOOR POSITION SWITCH AS SPECIFIED  
STOP: AS SPECIFIED  
WEATHERSTRIP: AS SPECIFIED  
THRESHOLD: AS SPECIFIED

DOOR BOTTOM: AS SPECIFIED

Day use- UNLOCK SIGNAL: latch bolt remotely retracted and remains retracted. RELOCK SIGNAL: latch bolt extends upon opening of door. Emergency operation- UNLOCK SIGNAL: latch bolt retracted and left retracted.

**D125-A RECREATION YARD TO REFUGE AREA**

LOCK: 10120AE-2-EED  
HINGES: AS SPECIFIED.  
PULL(HINGE SIDE): RAISED  
PULL(STOP SIDE): FLUSH  
DOOR POSITION SWITCH AS SPECIFIED  
STOP: AS SPECIFIED  
WEATHERSTRIP: AS SPECIFIED  
THRESHOLD: AS SPECIFIED

DOOR BOTTOM: AS SPECIFIED

Day use- UNLOCK SIGNAL: latchbolt remotely retracted and remains retracted. RELOCK SIGNAL: latchbolt extends upon opening of door. Emergency operation- UNLOCK SIGNAL: latchbolt retracted and left retracted.

**D126 NON-FIRE RATED, SINGLE DOORS, CORRIDOR OR INTERIOR SALLYPORT**

LOCK: 10120AE-2  
HINGES: AS SPECIFIED.  
PULL(HINGE SIDE): RAISED  
PULL(STOP SIDE): RAISED  
CLOSER: AS SPECIFIED W/DPS  
SILENCERS: AS SPECIFIED  
STOP: AS SPECIFIED

**D127 ARMORY DOOR**

LOCK: 10120AE-2  
HINGES: AS SPECIFIED.  
DOOR POSITION SWITCH AS SPECIFIED  
PULL(HINGE SIDE): RAISED  
PULL(STOP SIDE): RAISED  
SILENCERS: AS SPECIFIED  
STOP: AS SPECIFIED

**D128 NEGATIVE PRESSURE CELLS**

LOCK: 10120AE-1  
HINGES: AS SPECIFIED.  
PULL(HINGE SIDE): RAISED  
PULL(STOP SIDE): FLUSH  
SILENCERS: AS SPECIFIED  
STOP: AS SPECIFIED  
FOOD PASS LOCK AS SPECIFIED  
FOOD PASS HINGES AS SPECIFIED  
WEATHERSTRIP: AS SPECIFIED  
THRESHOLD: AS SPECIFIED  
DOOR BOTTOM: AS SPECIFIED

**D129 SUB-DAYROOM (DAYROOM WITHIN A DAYROOM) RARE**

LOCK: 10120AM-2  
LATCHSET: 10501  
HINGES: AS SPECIFIED  
CLOSER: AS SPECIFIED W/DPS  
STOP: AS SPECIFIED  
THRESHOLD: INTERLOCKING AS SPECIFIED

Normal operation- UNLOCK SIGNAL: latchbolt remotely retracted then automatically extends when door is opened. Emergency operation- UNLOCK SIGNAL: latchbolt remotely retracted and left retracted.

**D130 VERY RARE: CONTROLLED DOOR BETWEEN DAYROOMS, EGRESS PATH, USED FOR GUARD TOUR.**

LOCK: 10120AM-2  
LATCHSET: 10501  
HINGES: AS SPECIFIED  
CLOSER: AS SPECIFIED W/DPS  
STOP: AS SPECIFIED  
WEATHERSTRIP: AS SPECIFIED  
THRESHOLD: INTERLOCKING AS SPECIFIED

Normal operation- UNLOCK SIGNAL: latchbolt remotely retracted then automatically extends when door is opened. Emergency operation- UNLOCK SIGNAL: latchbolt remotely retracted and left retracted.

**D603 CARD READER PROPERTY STORAGE, PHARMACY ETC.**

LOCK: 10603E  
HINGES: AS SPECIFIED.  
DOOR POSITION SWITCH AS SPECIFIED  
SILENCERS: AS SPECIFIED  
STOP: AS SPECIFIED

**MECHANICAL SETS**

**D70 DAYROOM TO DAYROOM EGRESS DOOR, FIRE RATED**

LOCK: 1070A-2  
HINGES: AS SPECIFIED.  
PULL (HINGE SIDE): RAISED  
PULL ( STOP SIDE): RAISED  
KEEPER SWITCH: 4CL  
STOP: AS SPECIFIED  
CLOSER: AS SPECIFIED W/DPS  
WEATHERSTRIP: AS SPECIFIED.  
THRESHOLD: INTERLOCKING AS SPECIFIED  
DOOR BOTTOM: AS SPECIFIED

**D71 EXTERIOR, SALLYPORT EGRESS FROM DAYROOM**

LOCK: 1070A-2  
HINGES: AS SPECIFIED.  
PULL (HINGE SIDE): RAISED  
PULL (STOP SIDE): RAISED  
KEEPER SWITCH: 4CL  
STOP: AS SPECIFIED  
CLOSER: AS SPECIFIED W/DPS  
WEATHERSTRIP: AS SPECIFIED.  
THRESHOLD: AS SPECIFIED  
DOOR BOTTOM: AS SPECIFIED

**D72 CELL DOORS-FIRE RATED**

LOCK: 1070A-1  
HINGES: AS SPECIFIED.  
PULL (HINGE SIDE): RAISED  
PULL ( STOP SIDE): RAISED  
KEEPER SWITCH: 4CL  
STOP: AS SPECIFIED  
CLOSER: AS SPECIFIED W/DPS  
WEATHERSTRIP: AS SPECIFIED.  
THRESHOLD: INTERLOCKING AS SPECIFIED  
DOOR BOTTOM: AS SPECIFIED

**D80 EXTERIOR CRITICAL SYSTEMS ROOMS, ELECTRICAL, MECH, ETC.**

LOCK: 1080A-2  
HINGES: AS SPECIFIED.  
PULL (HINGE SIDE): RAISED  
PULL (STOP SIDE): RAISED  
KEEPER SWITCH: 4CL  
STOP: AS SPECIFIED  
DOOR POSITION SWITCH AS SPECIFIED  
WEATHERSTRIP: AS SPECIFIED.  
THRESHOLD: AS SPECIFIED  
DOOR BOTTOM: AS SPECIFIED

**D81 INTERIOR CRITICAL SYSTEMS ROOMS, ELECTRICAL, MECH, SECURITY ELECTRONICS, ETC.**

LOCK: 1080A-2  
HINGES: AS SPECIFIED.  
PULL (HINGE SIDE): RAISED  
PULL (STOP SIDE): RAISED  
KEEPER SWITCH: 4CL  
STOP: AS SPECIFIED  
DOOR POSITION SWITCH AS SPECIFIED  
SILENCERS AS SPECIFIED

**D82 JANITOR, STORAGE IN DAYROOMS. UTILITY CHASES.**

LOCK: 1010A-1  
HINGES: AS SPECIFIED.  
PULL (HINGE SIDE): RAISED  
PULL( STOP SIDE): RAISED  
STOP: AS SPECIFIED  
SILENCERS AS SPECIFIED

**D83 SHOWERS AND SPECIALTY DOORS.**

LOCK: 1080A-1  
HINGES: AS SPECIFIED.  
PULL (HINGE SIDE): RAISED  
STOP: AS SPECIFIED  
SILENCERS AS SPECIFIED

**D370 EXTERIOR DOUBLE DOORS, UTILITY ROOMS**

ACTIVE LEAF LOCK: 10370A-2  
INACTIVE LEAF LOCK 10380A-1  
DUST PROOF STRIKES AS REQUIRED BY MFR.  
HINGES AS SPECIFIED  
PULL (HINGE SIDE): RAISED

PULL (STOP SIDE):	RAISED
WEATHERSTRIP:	AS SPECIFIED.
THRESHOLD:	AS SPECIFIED
DOOR BOTTOM:	AS SPECIFIED
DOOR POSITION SWITCH	AS SPECIFIED (BOTH LEAVES)

END OF SECTION 087160

SECTION 08-8850 -- SECURITY GLAZING

PART 1 GENERAL

1.1 SUMMARY

A. Work Includes:

1. Detention glass and glazing as shown on Drawings and specified.

B. Related Work:

1. Section 111900, Detention Equipment General Requirements.
2. Section 083460, Steel Detention Doors and Frames.

1.2 SYSTEM DESCRIPTION

- A. Performance Requirements: Watertight and airtight installation. Withstand normal temperature changes, wind loading, impact loading without failure of any kind including loss or breakage of glass, failure of sealants or gaskets to remain watertight and airtight, deterioration of glazing materials, and other defects.

1.3 SUBMITTALS

- A. Submit four 12 inch x 12 inch samples of each type and thickness of glazing
- B. Product data.
- C. Test reports.

1.4 QUALITY ASSURANCE

- A. Conform to Chapter 24 of International Building Code and to local code requirements. In case of conflict, the more stringent requirements apply. Provide labels showing glazing manufacturer's identity, type of glazing, thickness and quality on each piece. Retain labels until inspected. Provide sealants in unopened labeled containers.
- B. Tempered glass locations and manufacturer's standard requirements conform to Federal Consumer Product Safety Commission Publication 16 CFR 1201 entitled "Safety Standard for Architectural Glazing Materials." Provide additional tempered glass in non-code areas as shown on Drawings.
- C. Meet or exceed these standards:
1. Underwriters Laboratories test requirements.
  2. UL-972, Impact Test for Burglar Resistant Glazing.
- D. American National Standards Institute:
1. Z-97.1-1975, performance specifications and methods of test for safety.

2. Z-26.1 AS9 for light, stability, luminous transmittance, bake, humidity, boil, weatherometer, dimensional stability, and impact.
- E. American Society for Testing and Materials (ASTM), latest edition:
1. D 635, Rate of Burning and/or Extent and Time of Burning of Self Supporting Plastics on a Horizontal Position.
- F. Forced Entry Standards as required by unit type in the Glass Types Schedule in this specification.
1. H.P. White
  2. WMFL
  3. ASTM

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. General:
1. Deliver glazing to site in suitable containers and protect from weather and breakage.
  2. Carefully store material in safe place where breakage is reduced to minimum.
  3. Deliver sufficient glass to allow for normal breakage.
  4. Store materials on blocking at an angle of 5-7 degrees off vertical against broad, sturdy uprights capable of supporting material load.

#### 1.6 WARRANTY

- A. Manufacturer's Warranty: Special warranties in this Specifications Section do not deprive Owner of other rights Owner may have under other provisions of Contract Documents and are in addition to, and run concurrent with, other warranties made by Contractor under requirements of Contract Documents.
- B. Special Warranty: Manufacturer's standard form, made out to Owner and signed by manufacturer, in which manufacturer agrees to furnish replacements for units that deteriorate from normal use by developing defects attributable to the manufacturing process, f.o.b. nearest shipping point to Project site, within warranty period.
1. Laminated Glazing Systems Including Glass Clad Polycarbonate and Laminated Polycarbonate:
    - a. Form of Deterioration: Edge separation or deterioration that materially obstructs vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
  2. Polycarbonate Sheet:
    - a. Form of Deterioration: Yellowing and loss of light transmission.
- C. Warranty Period: Five years from date of Substantial Completion.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Subject to compliance with Specifications, products by these manufacturers may be submitted:
  - 1. Glass Clad Polycarbonate Glazing Units:
    - a. Global Security Glazing
    - b. Dlubak Corporation.
    - c. LTI Smart Glass

### 2.2 GLAZING UNIT MATERIALS

- A. Provide all detention glazing units from one manufacturer.
  - 1. Wire Glass: Comply with requirements of Underwriters Laboratories. Provide Gray glass MISCO wire glass in combination with detention glazing type units where required.
  - 2. Tempered Safety Glass: Conform to ANSI Z97.1, CPSC, Publication No. 16 CFR 1201 and ASTM C 1048, Condition A (uncoated surfaces), Class 1 (clear), Kind FT (fully tempered). Provide 1/4 inch thick tongless tempered glass. Permanently etch each light with manufacturer's name and his compliance with ANSI Z-97.1 on corner of each sheet of glass.

### 2.3 GLAZING TYPES SCHEDULE

- C. **SG4:** Glass Type 10F Fire/Attack: Balanced glass clad polycarbonate attack resistant units. Forced entry threat rated HPW-TP 0500.02, Level 1. ASTM 1915 Grade 4 Unit, 60 min. as manufactured by Global Security Glazing, Product Code **2117**, 9/16" Secur-Tem + Poly or similar. Use MISCO wire glass in the unit. Set glazing using materials per the products UL certification.

## 2.4 GLAZING ACCESSORIES

- A. Glazing Gasket/Tape. Glaze detention steel doors and frames with adhesive type butyl tape and sealant.
  - 1. At sleeping cells, dorms, dayrooms where inmates have unaccompanied access, use Glazing Gasket similar to Tremco Silicone. Product to be compatible to glazing. Gasket to fill the entire space between the glazing and stops on both sides.
  - 2. At all other areas not listed above, use Gasket or tape. Tape similar to Tremco 440 and compatible to glazing. When tape is used also provide a 1/8" fillet glazing sealant bead
  - 3. On fire rated glazing, use glazing methods per the fire rated product's UL certification.
- B. Glazing Sealants: ASTM C 920, Grade NS, Type S or M, class 25. Silicone sealants by Dow-Corning, Type No. 78I or General Electric I200 Silglaze. Black Color.
- C. Setting Blocks and Spacer Shims: Neoprene, EPDM or silicone in required sizes and thickness. Material must be compatible with type of sealants used and not cause staining or discoloration. Shore "A" Durometer hardness of 70 to 90 points for setting blocks and 40 to 50 points for spacer shims.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verification of Conditions:
  - 1. Examine framing or glazing channel surfaces, backing, removable stop design, and conditions under which glazing is to be installed. Notify Architect in writing of any conditions detrimental to proper and timely completion of Work. Do not proceed with glazing until unsatisfactory conditions have been corrected in acceptable manner.
  - 2. Inspect each glazing unit immediately before installation, and eliminate any which have edge damage or face imperfections.
  - 3. Inspect frames and glazing conditions and notify Architect in writing of defects, improper materials, workmanship or other conditions affecting satisfactory installation of glass. Do not proceed with glazing until such conditions have been corrected. Beginning of glazing will indicate acceptance of related Work executed by other trades.



### 3.2 PREPARATION

- A. Clean glazing channel or other framing members to receive glass immediately before glazing. Remove coatings which are not firmly bonded to the substrate.

### 3.3 INSTALLATION

- A. Comply with combined recommendations of glazing manufacturer and manufacturer of sealants and other materials used in glazing, except where more stringent requirements are shown or specified, and except where manufacturer's technical representatives direct otherwise. Where applicable, glaze in accordance with "Glazing Manual" latest edition, published by Glass Association of North America (GANA).
- B. Apply sealants, glazing tape and gaskets uniformly with accurately formed corners and bevels. Remove excess compound from glass and frames. Use recommended thinners, cleaners and solvents. Do not cut or dilute sealants. Make good contact with glass and frame when glazing and facing off. Do not set glass in steel frames until frames have been primed and paint is dry. Do not apply sealant at temperatures lower than 40° F, or on damp, dirty or dusty surfaces. Fix doors and ventilators in sash so they cannot be operated until sealant has set. Remove excess sealants from glass and adjoining surfaces during working time of sealant.
- C. Sizes indicated are approximate only. Glazing channel dimensions as shown are intended to provide for necessary minimum bite on the glass, minimum edge clearance and adequate sealant thickness, with reasonable tolerance. Glazier is responsible for correct glass size for each opening, within tolerances and necessary dimensions established. Determine actual sizes required by measuring frames to receive glass at project site, or from guaranteed dimensions provided by frame supplier. Coordinate glass dimensions and surrounding glass frames to provide clearance equal to glass thickness for single glass units.
- D. Provide 1/8 inch sealer space between face of glass and fixed or applied glazing stops. Do not cut or attempt to change size of tempered, laminated and security glazed units after leaving factory. Nipping to remove flares or reducing oversized dimensions of any type of glass is not permitted.
- E. Where combinations of sealing materials are used, determine glazing materials furnished are compatible with each other, frames, setting blocks and spacer shims. Provide a perimeter void between edge of glass and frame for all laminated and glass units. Completely fill sills under edge of glass. Set setting blocks and shims into sealant, butter with sealant, place in position and allow to firmly set before installation of glass.
- F. Place setting blocks and spacer shims as required into sealant, allowing 1/4 inch sealant space between shims and sight line for continuous seal. Apply bead of sealant in space between edge of glass and frame. Completely fill glazing rabbet on both sides of glass with sealant to sight line. Apply stop beads in place with suitable and specified fastenings. Strip excess sealant from glass and frame and tool sealant at slight angle to shed water and produce clean straight sight lines.
- G. Positioning Glass: Center glass to maintain specified clearances at perimeter on all four sides. Maintain 1/8 inch minimum clearance on both sides of glass. Locate setting blocks one quarter way in from each end of glass.
- H. Laminated Polycarbonate Glazing: Provide polycarbonate glazing with extra deep stops, 1 inch minimum, to compensate for extra expansion coefficient in the use of laminated plastic glazing. Glaze polycarbonate in accordance with manufacturer's printed glazing specification.
- I. Stop Bead Glazing Using Glazing Sealant: Secure glass in steel frames with glazing sealant. Place setting blocks and spacer shims as required into sealant, allowing 1/4 inch sealant space

between shims and sight line for continuous seal. Apply bead of sealant in space between edge of glass and frame. Completely fill glazing rabbet on both sides of glass with sealant to sight line. Apply stop beads in place with spanner or other security non-removable fastenings. Strip excess sealant from glass and frame and tool sealant at slight angle to shed water and produce clean straight sight lines.

- J. Stop Bead Glazing Using Tape and Sealant: Secure glass with combination of glazing tape and sealant for steel frames.
- K. Apply glazing tape on both sides of glass, extending from base of rabbet to within 1/8 inch of sight line on fixed stop. Place setting blocks and spacer shims as required. Press glass firmly into tape with slight lateral movement.
- L. Apply glazing tape on both sides of glass, extending from base of rabbet to within 1/8 inch of sight line when compressed. Secure stop beads in place with spanner or other security fastenings and apply continuous bead of sealant on both sides of glass to fill void between exposed edge of tape and sight line. Tool sealant at slight angle to shed water and produce clean straight sight lines.

### 3.4 CLEANING AND ADJUSTING

- A. Provide glass free from cracks and defects. Replace defective glass (see special warranty on insulating glass) which appears within one year of date of Substantial Completion; which is direct result of manufacturing or performance of Contractor, without cost to Owner. Wash and polish glass on both faces not more than five days before Substantial Completion. Comply with glass manufacturer's recommendations for cleaning.
- B. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in any other way during the construction period, including natural causes, accident and vandalism.

### 3.5 PROTECTION

- A. Protect glass from edge damage at all times during handling, installation and operation of the building. Glass breakage during the warranty period will be considered faulty material or workmanship (resulting from edge damage) unless known to result from vandalism or other causes not related to materials and workmanship.
- B. Protect exterior glass from breakage immediately upon installation, by attachment of crossed streamers to framing held away from glass. Do not apply markers of any type to surfaces of glass.

END OF SECTION 088850

## **SECTION 09-9123 INTERIOR PAINTING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Concrete.
2. Steel.
3. Galvanized metal.
4. Gypsum board.

- B. Related Sections include the following:

1. Division 05 Sections for shop priming of metal substrates with primers specified in this Section.
2. Division 06 Sections for shop priming carpentry with primers specified in this Section.
3. Division 08 Sections for factory priming windows and doors with primers specified in this Section.
4. Division 09 Section "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.
5. Division 09 Section "Staining and Transparent Finishing" for surface preparation and the application of wood stains and transparent finishes on interior wood substrates.

#### **1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Product List: For each product indicated, include the following:
  1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

#### **1.4 QUALITY ASSURANCE**

- A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

#### 1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

#### 1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  1. Quantity: Furnish an additional 2 percent, but not less than 1 gal. of each material and color applied.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Benjamin Moore & Co.
  2. Dunn-Edwards Corporation.
  3. PPG Architectural Finishes, Inc.
  4. Sherwin-Williams Company (The).

#### 2.2 PAINT, GENERAL

- A. Material Compatibility:

02/04 (R 05/06)

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
  2. Nonflat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
  3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
  4. Floor Coatings: VOC not more than 100 g/L.
  5. Shellacs, Clear: VOC not more than 730 g/L.
  6. Shellacs, Pigmented: VOC not more than 550 g/L.
  7. Flat Topcoat Paints: VOC content of not more than 50 g/L.
  8. Nonflat Topcoat Paints: VOC content of not more than 150 g/L.
  9. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
  10. Floor Coatings: VOC not more than 100 g/L.
  11. Shellacs, Clear: VOC not more than 730 g/L.
  12. Shellacs, Pigmented: VOC not more than 550 g/L.
  13. Primers, Sealers, and Undercoaters: VOC content of not more than 200 g/L.
  14. Dry-Fog Coatings: VOC content of not more than 400 g/L.
  15. Zinc-Rich Industrial Maintenance Primers: VOC content of not more than 340 g/L.
  16. Pre-Treatment Wash Primers: VOC content of not more than 420 g/L.
- C. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  2. Restricted Components: Paints and coatings shall not contain any of the following:
    - a. Acrolein.
    - b. Acrylonitrile.
    - c. Antimony.
    - d. Benzene.
    - e. Butyl benzyl phthalate.
    - f. Cadmium.
    - g. Di (2-ethylhexyl) phthalate.
    - h. Di-n-butyl phthalate.
    - i. Di-n-octyl phthalate.
    - j. 1,2-dichlorobenzene.
    - k. Diethyl phthalate.
    - l. Dimethyl phthalate.
    - m. Ethylbenzene.
    - n. Formaldehyde.
    - o. Hexavalent chromium.

- p. Isophorone.
- q. Lead.
- r. Mercury.
- s. Methyl ethyl ketone.
- t. Methyl isobutyl ketone.
- u. Methylene chloride.
- v. Naphthalene.
- w. Toluene (methylbenzene).
- x. 1,1,1-trichloroethane.
- y. Vinyl chloride.

- D. Colors: As selected by Architect from manufacturer's full range.

### 2.3 PRIMERS/SEALERS

- A. Interior Latex Primer/Sealer: MPI #50.

- 1. VOC Content: E Range of E1
- 2. Environmental Performance Rating: EPR-1

- B. Interior Alkyd Primer/Sealer: MPI #45.

- 1. VOC Content: E Range of E2.

- C. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.

### 2.4 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.

- 1. VOC Content: E Range of E1

- B. Quick-Drying Alkyd Metal Primer: MPI #76.

- 1. VOC Content: E Range of E3.

- C. Rust-Inhibitive Primer (Water Based): MPI #107.

- 1. VOC Content: E Range of E2.
- 2. Environmental Performance Rating: EPR-1.

- D. Quick-Drying Primer for Aluminum: MPI #95.

- 1. VOC Content: E Range of E3.

### 2.5 WOOD PRIMERS

- A. Interior Latex-Based Wood Primer: MPI #39.

- 1. VOC Content: E Range of E3

2. Environmental Performance Rating: EPR-2

## 2.6 LATEX PAINTS

- A. Interior Latex (Flat): MPI #53 (Gloss Level 1).
  1. VOC Content: E Range of E3
  2. Environmental Performance Rating: GPS-2
- B. Interior Latex (Low Sheen): MPI #44 (Gloss Level 2).
  1. VOC Content: E Range of E3
  2. Environmental Performance Rating: GPS-2
- C. Interior Latex (Eggshell): MPI #52 (Gloss Level 3).
  1. VOC Content: E Range of E2
  2. Environmental Performance Rating: GPS-1
- D. Interior Latex (Satin): MPI #43 (Gloss Level 4).
  1. VOC Content: E Range of E2
  2. Environmental Performance Rating: GPS-1
- E. Interior Latex (Semigloss): MPI #54 (Gloss Level 5).
  1. VOC Content: E Range of E1
  2. Environmental Performance Rating: EPR2
- F. Interior Latex (Gloss): MPI #114 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).
  1. VOC Content: E Range of E1
  2. Environmental Performance Rating: EPR2

## 2.7 QUICK-DRYING ENAMELS

- A. Quick-Drying Enamel (Semigloss): MPI #81 (Gloss Level 5).
  1. VOC Content: E Range of E3.
- B. Quick-Drying Enamel (High Gloss): MPI #96 (Gloss Level 7).
  1. VOC Content: E Range of E3.

## 2.8 FLOOR COATINGS

- A. Interior/Exterior Clear Concrete Floor Sealer (Water Based): MPI #99.
  1. VOC Content: E Range of E2.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Wood: 15 percent.
  - 3. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. 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.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.



- G. Aluminum Substrates: Remove surface oxidation.
- H. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- I. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following: Paint items exposed to view through specified open cell ceiling systems.
  - 1. Mechanical Work:
    - a. Uninsulated metal piping.
    - b. Uninsulated plastic piping.
    - c. Pipe hangers and supports.
    - d. Tanks that do not have factory-applied final finishes.
    - e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
    - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - g. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
  - 2. Electrical Work:

- a. Switchgear.
- b. Panelboards.
- c. Electrical equipment that is indicated to have a factory-primed finish for field painting.\
- d. Conduit

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
  1. Latex Over Sealer System: MPI INT 3.1A.
    - a. Prime Coat: Interior latex primer/sealer.
    - b. Intermediate Coat: Interior latex matching topcoat.
    - c. Topcoat: Interior latex flat.
- B. Concrete Substrates, Traffic Surfaces:
  1. Water-Based Clear Sealer System: MPI INT 3.2G.
    - a. First Coat: Interior/exterior clear concrete floor sealer (water based).
    - b. Topcoat: Interior/exterior clear concrete floor sealer (water based).
- C. Steel Substrates:
  1. Quick-Drying Enamel System: MPI INT 5.1A.
    - a. Prime Coat: Quick-drying alkyd metal primer.
    - b. Intermediate Coat: Quick-drying enamel matching topcoat.
    - c. Topcoat: Quick-drying enamel semigloss
  2. Aluminum Paint System: MPI INT 5.1M.
    - a. Prime Coat: Alkyd anticorrosive metal primer.
    - b. Intermediate Coat: Aluminum paint.
    - c. Topcoat: Aluminum paint.
- D. Galvanized-Metal Substrates:

1. Latex System: MPI INT 5.3A.
  - a. Prime Coat: Cementitious galvanized-metal primer.
  - b. Intermediate Coat: Interior latex matching topcoat.
  - c. Topcoat: Interior latex flat
  
- E. Aluminum (Not Anodized or Otherwise Coated) Substrates:
  1. Latex System: MPI INT 5.4H.
    - a. Prime Coat: Quick-drying primer for aluminum.
    - b. Intermediate Coat: Interior latex matching topcoat.
    - c. Topcoat: Interior latex flat.
  
  2. Aluminum Paint System: MPI INT 5.4D.
    - a. Prime Coat: Vinyl wash primer.
    - b. Intermediate Coat: Aluminum paint.
    - c. Topcoat: Aluminum paint.
  
- F. Gypsum Board Substrates – Wall/ Ceiling Paint at Dry Areas (Basis: Dunn Edwards)
  1. First Coat: #65 Primer- Sealer
  2. Second Coat: #90 Semi-gloss enamel
  3. Third Coat: #90 Semi-gloss enamel
  
- G. Gypsum Board Substrates – Wall/ Ceiling Paint at Wet Areas (Bases Dunn Edwards)
  1. First Coat: Dunn Edwards #65 primer- Sealer
  2. Second Coat: Epoxy E.
  3. Third Coat: Epoxy E.

END OF SECTION 09-9123