

City of Prairie View, Texas

Project Manual and Bid Documents

For

City Hall Building Damage Repairs

Hurricane Harvey Recovery

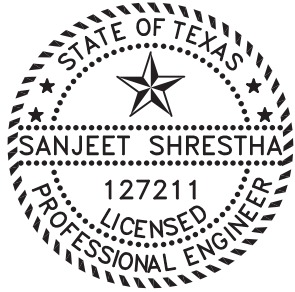


August 2020

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08/20/2020

CITY HALL BUILDING DAMAGE REPAIRS

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CONTRACT BID DOCUMENTS AND INSTRUCTIONS

FOR

City of Prairie View
City Hall Building Damage Repairs
Hurricane Harvey Recovery
City Hall – 44500 Business Highway 290
Prairie View, TX 77446

SCOPE OF WORK

Contractor to furnish all labor, materials, equipment, and incidentals required to perform the building and roof repairs necessary (the Work) to repair existing water intrusion damages and to mitigate further water intrusion into the City Hall building. Repairs for the City Hall includes, but not limited to those as shown in the ***Prairie View Project Manual and Bid Documents***.

The exhibits attached to the Contract Documents further define the scope of work for the City Hall building.

NOTICE TO BIDDERS

Sealed bids for this work will be received by:

Allison Bynum,
City Secretary
City of Prairie View
44500 Business Highway 290
Prairie View, TX 77446

Up to **4:00 PM September 28, 2020** and immediately thereafter publicly opened and read aloud. Complete Project Manual and Bid Documents can be obtained from the City Secretary office as indicated above.

All Bids must be accompanied by a Bid Guarantee made payable to the City of Prairie View in an amount of five percent (5%) of the Bid price and in the form of a Bid Bond, certified check or bank money order. A performance bond, and payment bond are also required for this project.

No bid may be withdrawn after the opening of bids for a period of 30 days. The City reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope:

**Bid Proposal
City Hall Building Damage Repairs
Hurricane Harvey Recovery
City of Prairie View, Texas
Attn: Allision Bynum, City Secretary
[Date]
[Contractor Name]
[Contractor License Number]**

In addition to the hard copy of the Bid, all Bidders shall include an electronic copy (PDF) of their Bid on a flash drive/USB drive within the envelope.

A **Mandatory Pre-Bid Meeting** will be held at City Hall Council Chambers (44500 Business Highway 290, Prairie View, TX 77446) on **September 1, 2020 at 2:00 PM.**

Due to the requirement for the contractor to evaluate the existing conditions prior to submitting a bid proposal, the City is imposing a Mandatory Pre-Bid Meeting. During this meeting, the contractors will have an opportunity to view the damages to be repaired throughout the City Hall building. The contractors will also be afforded an opportunity to view the roof area for both damage repairs and mitigation Add Alternate Bid requirements.

NOTE: DUE TO LOCAL AND STATE REQUIREMENTS RELATING TO THE COVID-19 OUTBREAK NO ONE WILL BE ADMITTED TO THE PRE-BID WITHOUT A CLOTH FACE COVERING AND SEATING WILL BE DESIGNATED TO ALLOW FOR A 6 FOOT DISTANCE BETWEEN ALL PARTICIPANTS. ANY ONE NOT ABIDING BY THE DIRECTIONS OF LOCAL OFFICIALS WILL BE ESCORTED FROM THE PREMISES.

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work and has satisfied himself relative to the Work to be performed.

Bids will be evaluated based on the lowest responsible and responsive bid. Evaluation of responsible and responsive shall include: qualifications, responsibility, and financial ability of bidders and subcontractors, safety record of bidder, and city's past experience with bidder.

These documents use the terms City of Prairie View, City, and Owner interchangeably throughout this set of contract documents. These terms refer to the City of Prairie View and its authority through the incorporation statutes of the State of Texas to enter into contractual agreements with licensed contracting entities to construct projects on behalf of the City of Prairie View.

2. MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the drawings, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/City.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the engineer of record and City for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids. The City reserves the right to specify items of a specific manufacturer for reasons such as compatibility, consistency, past performance and inventory.

The designer for the City may request that Contractor, at designer's discretion, provide City with a preliminary schedule and list of required submittals for designer's approval.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the City or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work. Superintendent shall have full authority to act for Contractor, and directives and notices given Superintendent shall be the same if delivered to Contractor.

3. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such

notice to the City, he shall bear all cost arising therefrom.

All work under this contract shall conform to the current Uniform Building Code and other state and national codes as are applicable.

4. SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the City or Designer. He shall be responsible for any damage to the City's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the City arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register).

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all applicable federal, state laws or regulations and Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

Contractor shall be responsible for notifying owners of underground utilities and pipelines of impending work and following the requirements of the state-required one-call systems.

5. TAXES

The City of Prairie View is exempt from Federal Excise and State Sales Tax and neither should be included in the bid.

6. INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the City has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract. Policy amount shall be \$500,000 or state of Texas statutory requirement whichever is greater.

The Contractor shall provide and maintain during the life of this contract such General Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

General Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.

The Contractor shall furnish such additional insurance as may be required by the Texas Statute, including motor vehicle insurance in amounts not less than statutory limits or \$500,000 whichever is greater.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and the City of such alteration or cancellation, sent by registered mail. The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City.

7. INVOICES FOR PAYMENT

Partial payment will be made no more often than monthly. All payments will be governed by the Texas Prompt

Payment Act. Final payment will be made within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

**Allison Bynum,
City Secretary
City of Prairie View
44500 Business Highway 290
Prairie View, TX 77446**

8. CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the City.

9. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the City.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the City, within the manufacturer's warranty period.

Additionally, the City may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the City at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specification's sections governing such roof, equipment, materials, or supplies.

10. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

11. TERMINATION FOR CAUSE

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established in Specification Section 01310;
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's disregard of the authority of City Designated Construction Manager; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events, identified in the previous Paragraph 11.A, occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools,

appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 11.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by City Designated Construction Manager as to their reasonableness and, when so approved by City Designated Construction Manager, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 11.B and 11.C, Contractor's services will not be terminated if Contractor begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond, the termination procedures of that bond shall supersede the provisions of Paragraphs 11.B, and 11.C.

12. TERMINATION FOR CONVENIENCE

- A. Upon seven days written notice to Contractor and City Designated Construction Manager, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SUPPLEMENTARY GENERAL CONDITIONS

1. TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer and shall fully complete all work hereunder within **one hundred fifty (150)** consecutive calendar days from the Notice to Proceed for base bid contract.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the City, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by City, then the contract time may be reasonably extended in a written order from the City upon written request from the contractor within ten days following the cause for delay.

2. UNIT PRICES

If unit prices are requested, the City reserves the right to adjust quantities. On projects with unit pricing, the unit pricing shall be used to determine final payment.

3. PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in Texas. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications. An authorized agent of the bonding company who is licensed to do business in Texas shall countersign all bonds.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

7. ENERGY POLICY AND CONSERVATION ACT

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. SUSPENSION AND DISBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the City of Prairie View. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Prairie View, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED) (FOR CONTRACTS THAT EXCEED \$100,000)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROPOSAL AND CONTRACT FOR

Hurricane Harvey – City Hall Building Restoration

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Prairie View for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with drawings, specifications, and contract documents, and to the full and entire satisfaction of the City of Prairie View for the sum of:

BASE BID: _____ **Dollars**
[In written form]

\$ _____
[In numbers]

ADD-ALTERNATE 1 BID: _____ **Dollars**
[In written form]

\$ _____
[In numbers]

Include breakdown of requested unit pricing if applicable (See Tables 1 & 2 that follows this page).

Bidder acknowledges receipt of the following addenda (if any) _____

Respectively submitted this _____ day of _____ 20 _____

(Contractor Business Name)

Federal ID#: _____ By: _____

Witness: _____ Title: _____
(Partner, corp. Pres. Or Vice President)

Address: _____

(Proprietorship or Partnership)

Attest: *(corporation)* Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____
(Corporation Secretary/Assistant Secretary)

TABLE 1: DAMAGE REPAIR BID ITEMS

Item No.	Quantity	Unit	Description	Unit Price	Total Amount
<u>Breakroom/Open Office:</u>					
1	24	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
2	24	SF	Remove and replace 4 IN batt insulation	\$	\$
3	284	SF	Remove and replace direct glued carpet	\$	\$
4	49	LF	Remove and replace 4 IN vinyl cove	\$	\$
<u>Courtroom:</u>					
5	136	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
6	810	SF	Remove and replace Direct glued carpet	\$	\$
7	122	LF	Remove and replace 4 IN vinyl cove	\$	\$
8	136	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>Hallway Beyond Main Entrance:</u>					
9	216	SF	Remove and replace drywall, prime and paint East Wall	\$	\$
10	216	SF	Remove and replace drywall, prime and paint West Wall	\$	\$
11	9	SF	Remove and replace drywall, prime and paint West Wall	\$	\$
12	9	SF	Remove and replace drywall, prime and paint East Wall	\$	\$
<u>Kitchenette:</u>					
13	16	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
14	16	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>Main Entrance:</u>					
15	32	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
16	4	SF	Remove and replace drywall, prime and paint horizontal soffit	\$	\$
17	36	SF	Remove and replace drywall, prime and paint clerestory window	\$	\$
18	195	SF	Remove and replace drywall, prime and paint North Wall lobby	\$	\$
19	4	SF	Remove and replace drywall, prime and paint transition Main Lobby / Security	\$	\$
20	32	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>City Secretary Office:</u>					
21	56	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
22	196	SF	Remove and replace Direct glued carpet	\$	\$
23	58	LS	Remove and replace 4IN vinyl cove base	\$	\$
24	56	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>Clerk Office:</u>					
25	190	SF	Remove and replace Direct glued carpet	\$	\$
26	56	LF	Remove and replace 4IN vinyl cove base	\$	\$
<u>Judge and Clerk Office:</u>					
27	104	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
28	104	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>Judge Office:</u>					
29	190	SF	Remove and replace Direct glued carpet	\$	\$
30	56	LF	Remove and replace 4IN vinyl cove base	\$	\$
<u>Mayor Office:</u>					
31	72	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
32	247	SF	Remove and replace Direct glued carpet	\$	\$

33	104	SF	Remove and replace drywall, prime and paint	\$	\$
34	68	LF	Remove and replace 4 IN vinyl cove base	\$	\$
35	72	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>Public Works Office:</u>					
36	48	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
37	100	SF	Remove and replace Direct glued carpet	\$	\$
38	42	LF	Remove and replace 4 IN vinyl cove base	\$	\$
39	48	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>Treasurer Office:</u>					
40	56	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
41	121	SF	Remove and replace Direct glued carpet	\$	\$
42	44	LF	Remove and replace 4 IN vinyl cove base	\$	\$
43	56	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>Reception Office:</u>					
44	88	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
45	132	SF	Remove and replace drywall, prime and paint	\$	\$
46	378	SF	Remove and replace Direct glued carpet	\$	\$
47	79	LF	Remove and replace 4 IN vinyl cove base	\$	\$
48	88	SF	Remove and replace 4 IN batt insulation	\$	\$
<u>Exterior – roof:</u>					
49	4743	SF	Remove and replace metal roof	\$	\$
<u>Women's Restroom:</u>					
50	56	SF	Remove and replace 2 FT x 4 FT acoustic ceiling tile	\$	\$
<u>Mold Disinfection (*if applicable)</u>					
51	1	LS	Disinfect mold throughout the building, if applicable	\$	\$

*Any change in schedule or contract amount due to mold remediation must be submitted to and approved by the City.

TABLE 2: MITIGATION BID ITEMS

Item No.	Quantity	Unit	Description	Unit Price	Total Amount
<u>Mitigation:</u>					
1	150	LF	Remove the existing parapet wall, 4ft high	\$	\$
2	750	SF	Remove and cap existing Stucco Parapet Wall to existing roof line.	\$	\$
3	200	LF	Install flashing at the perimeter of the roof after parapet wall is removed.	\$	\$
4	150	LF	Install new gutter system at the perimeter of the roof	\$	\$
5	12	Ea.	Install downspouts at left and right side of the City Hall building	\$	\$
6	1	Ea.	Install an awning above ATS and repair any stucco damages during the awning installation	\$	\$

*Form 1295 – Certificate of Interested Parties must be submitted online at www.ethicks.state.tx.us/File and the proof of filing must be submitted to the City.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

_____)
(Words)

_____)
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):**

Specifications
For
City Hall Building Damage Repairs

City of Prairie View

Prepared By
Trilogy Engineering Services
650 N. Sam Houston Parkway E., Suite 300
Houston, Texas 77060
Phone: 877-463-1699

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

- A. The work of this Contract is located at the City of Prairie View City Hall, 44500 Business Highway 290, Prairie View, Texas 77466

1.02 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to perform the work included in this contract in its entirety as shown and specified herein. The work includes the following:
 - 1. Contractor to furnish all labor, materials, equipment, and incidentals required to perform the building repairs necessary to repair existing damage sustained during heavy rain from Hurricane Harvey. [BASE BID]
 - 2. Contractor to furnish all labor, materials, equipment, and incidentals required to perform the roofing and building exterior envelope mitigation upgrades to reduce or eliminate water intrusion similar to what was sustained during heavy rain from Hurricane Harvey. [ADD ALTERNATE 1 BID]

1.03 WORK SEQUENCE

- A. Perform Work in sequence to accommodate Owner's occupancy during the construction period and to ensure completion of the Work in the Contract Time.

1.04 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall have complete and exclusive use of the premises for the performance of the Work.
- B. Contractor shall limit the use of the premises for its Work and for storage to allow for:
 - 1. Work by other contractors.
 - 2. Owner occupancy
 - 3. Public use.
- C. Coordinate use of premises with Owner.

- D. Contractor shall assume full responsibility for security of all his/her and his/her subcontractors' materials and equipment stored on the site.
- E. If directed by the Owner or City Designated Construction Manager, move any stored items which interfere with operations of Owner or other contractors.
- F. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.05 OWNER OCCUPANCY

- A. Owner will occupy premises during performance of the Work for the conduct of its normal operations. Coordinate all construction operations with Owner and City Designated Construction Manager to minimize conflict and to facilitate Owner usage. Owner may use a partial relocation to facilitate the fast track of the building repairs. Occupancy shall be discussed and coordinated between Owner and Contractor at the Pre-construction meeting.

END OF SECTION

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SECTION 01126
APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the City Designated Construction Manager in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- B. The accepted Schedule of Values, Section 01370, shall be used as the basis for the Contractor's Application for Payment.

1.02 RELATED WORK

- A. Agreement between Owner and Contractor is included in CONTRACT BID DOCUMENTS AND INSTRUCTIONS.
- B. Standard General Conditions of the Construction Contract are included in CONTRACT BID DOCUMENTS AND INSTRUCTIONS.
- C. Schedule of Values are included in Section 01370.

1.03 SUBMITTALS

- A. Submit, in accordance with Section 01300, applications typed on forms provided by the Owner, Application for Payment, with itemized data typed on 8-1/2-in by 11-in or 8-1/2-in by 14-in white paper continuation sheets.
- B. Provide itemized data on continuation sheet.
 - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by the City Designated Construction Manager.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets
 - 1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
 - a. List by Change Order Number and description, as for an original component item of work.
4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the City Designated Construction Manager requires substantiating data, submit suitable information, with a cover letter identifying.
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.
- C. As a prerequisite for payment, submit a "Surety Acknowledgement of Payment Request" letter showing amount of progress payment which the Contractor is requesting.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the City Designated Construction Manager at the times stipulated in the Agreement.
- B. Number: Five copies of each Application.
- C. When the City Designated Construction Manager finds Application properly completed and correct, he/she will transmit certificate for payment to Owner, with copy to Contractor.
 1. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
 - a. List by Change Order Number and description, as for an original component item of work.
 2. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.

1.08 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the City Designated Construction Manager requires substantiating data, submit suitable information, with a cover letter identifying.
 - 1. Project.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.
- C. As a prerequisite for payment, submit a "Surety Acknowledgement of Payment Request" letter showing amount of progress payment which the Contractor is requesting.

1.09 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.

1.10 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the City Designated Construction Manager at the times stipulated in the Agreement.
- B. Number: Five copies of each Application.
- C. When the City Designated Construction Manager finds Application properly completed and correct, he/she will transmit certificate for payment to Owner, with copy to Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01153
CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. All change orders shall be implemented on the standard Contract Change Order Form. These forms are available upon request.
 - 2. Provide full written data required to evaluate changes.
 - 3. Maintain detailed records of work done on a time-and-material/force account basis.
 - 4. Provide full documentation to City Designated Construction Manager on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing others in Contractor's employ of the authorization of changes in the Work.
- C. A change order is not finalized until approved by the City.

1.02 DEFINITIONS

- A. Construction Change Authorization: A written order to Contractor, signed by Owner and City Designated Construction Manager , which amends the Contract Documents as described and authorized Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
- B. Field Order: A written order to the Contractor, signed by City Designated Construction Manager and Contractor, which is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. The work described by a Field Order is to be accomplished without change to the Contract Sum, Contract Time, and claims for other costs.

1.03 PRELIMINARY PROCEDURES

- A. Owner or City Designated Construction Manager may initiate changes by submitting a Request for Proposal (RFP) to Contractor. Request will include:
 - 1. Detailed description of the change.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to City Designated Construction Manager, containing:
1. Description of the proposed changes.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum and the Contract Time.
 4. Statement of the effect on the work of other contractors.
 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.04 WORK DIRECTIVE CHANGE AUTHORIZATION

- A. In lieu of a Request for Proposal (RFP), City Designated Construction Manager may issue a work directive authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and City Designated Construction Manager will sign and date the Work Directive Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor may sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow City Designated Construction Manager to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from Contract, similarly documented.

6. Overhead and profit.
 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump sum proposal, plus additional information.
1. Name of the Owner's authorized agent who ordered the work and date of the order.
 2. Dates and times work was performed and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.06 PREPARATION OF CHANGE ORDERS AND FIELD ORDERS

- A. City Designated Construction Manager will prepare each Change Order and Field Order.
- B. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
- D. Field Order will describe interpretations or clarifications of Contract Documents, order minor changes in the work, and/or memorialize trade off agreements.
- E. Field Order work will be accomplished without change in the Contract Sum, Contract Time, and/or claims for other costs.

1.07 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. City Designated Construction Manager 's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
 2. Contractor's Proposal for a change, as recommended by City Designated Construction Manager.
- B. Owner and City Designated Construction Manager will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.08 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. City Designated Construction Manager 's definition of the scope of the required changes.

2. Contractor's Proposal for a change, as recommended by City Designated Construction Manager.
 3. Survey of completed work.
- B. The amounts of the unit prices to be:
1. Those stated in the Agreement.
 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
1. Owner and City Designated Construction Manager will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 2. Contractor will sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
1. City Designated Construction Manager or Owner will issue a construction change authorization directing Contractor to proceed with the change based on unit prices and will cite the applicable unit prices.
 2. At completion of the change, City Designated Construction Manager will determine the cost of such work based on the unit prices and quantities used.
 3. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
 4. City Designated Construction Manager will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
 5. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.
- 1.09 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/WORK DIRECTIVE CHANGE AUTHORIZATION
- A. City Designated Construction Manager and Owner will issue a Work Directive Change Authorization directing Contractor to proceed with the changes.
 - B. At completion of the change, submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
 - C. City Designated Construction Manager will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
 - D. City Designated Construction Manager will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
 - E. OWNER and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
 - 1. Revise sub schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record

Documents PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes the requirements for compiling, processing and transmitting submittals required for execution of the project.
- B. Submittals are categorized into two types: Action Submittals and Informational Submittals, as follows:
 - 1. **Action Submittal:** Written and graphic information submitted by the Contractor that requires the City Designated Construction Manager's approval. The following are examples of action submittals:
 - a. Shop drawings (including working drawings and product data)
 - b. Samples
 - c. Site Usage Plan (Contractor's staging - including CONTRACTOR's trailer siting and material laydown area)
 - d. Construction Schedule (Section 01310)
 - e. Schedule of values (Section 01370)
 - f. Payment application format (Section 01026)
 - 2. **Informational Submittal:** Information submitted by the Contractor that does not require the City Designated Construction Manager's approval. The following are examples of informational submittals:
 - a. Shop drawing schedule
 - b. Statements of qualifications
 - c. Health and Safety Plans

1.02 RELATED WORK

- A. Additional requirements may be specified in the General and Supplementary Conditions for the Contract.
- B. Additional submittal requirements may be specified in the respective technical Specification Sections.
- C. Applications for Payment are included in Section 01026.
- D. Construction Schedules are included in Section 01310.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. All submittals shall be clearly identified as follows:
 - 1. Date of submission
 - 2. Project number

3. Project name
 4. Contractor identification
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - d. Manufacturer or supplier representative
 5. Identification of the product
 6. Reference to Contract drawing(s)
 7. Reference to specification section number, page and paragraph(s)
 8. Reference to applicable standards, such as ASTM or Federal Standards numbers
 9. Indication of Contractor's approval
 10. Contractor's Certification statement
 11. Identification of deviations from the Contract Documents. Provide confirmation of specification compliance in a tabular form that individually lists each specification section, paragraph, and subparagraph and unequivocally states compliance with said requirements or takes exception to the requirement and lists the reason for said exception and offers alternative means for compliance.
 12. Reference to previous submittal (for resubmittals)
- B. Submittals shall be clear and legible, and of sufficient size for legibility and clarity of the presented data.
- C. Maintain a log of all submittals. The submittal log shall be kept accurate and up to date. This log should include the following items (as applicable):
1. Description
 2. Submittal number
 3. Date transmitted to the City Designated Construction Manager
 4. Date returned to Contractor (from City Designated Construction Manager)
 5. Status of Submittal (Approved/Not Approved/etc.)
 6. Date of Resubmittal to City Designated Construction Manager and Return from City Designated Construction Manager (if applicable and repeat as necessary)
 7. Date material released for fabrication
 8. Projected (or actual) delivery date

- D. Utilize a 10-character submittal identification numbering system in the following manner:
1. The first character shall be a D, S, M or I which represents Shop Drawing (including working drawings and product data), Sample, Manual (Operating & Maintenance) or Informational, respectively.
 2. The next six digits shall be the applicable Section Number.
 3. The next two digits shall be the numbers 01 to 99 to sequentially number each separate item or drawing submitted under each specific Specification Section, in the order submitted.
 4. The last character shall be a letter, A to Z, indicating the submission (or resubmission) of the same submittal, i.e., "A" = 1st submission, "B" = 2nd submission, "C" = 3rd submission, etc. A typical submittal number would be as follows:

D-03300-08-B

D= Shop Drawing
03300= Section for Cast in Place Concrete
08= the eighth different submittal under this section
B= the second submission (first resubmission) of that particular shop drawing.

- E. Notify the City Designated Construction Manager in writing and via e-mail, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

F. Action Submittals

1. Shop Drawings, Working Drawings, Product Data and Samples
 - a. Shop Drawings
 - 1) Shop drawings as defined in the General Conditions, and as specified in individual Sections include, but are not necessarily limited to, custom prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, wiring diagrams, coordination drawings, equipment inspection and test reports, including performance curves and certifications, as applicable to the work.
 - 2) Contactor shall verify all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and coordinate each item with other related shop drawings and the Contract requirements.
 - 3) All details on shop drawings shall show clearly the relation of the various parts to the main members and lines of the structure and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted.
 - 4) All shop drawings submitted by subcontractors and vendors shall be reviewed by the Contractor for field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and that it has been coordinated with other related shop drawings and the Contract requirements. Submittals directly from subcontractors or vendors will not be accepted by the City

Designated Construction Manager.

- 5) The Contractor shall be responsible for the accuracy of the subcontractor's or vendor's submittal; and, for their submission in a timely manner to support the requirements of the Contractor's construction schedule. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractor or vendor to correct before submission to the City Designated Construction Manager. All shop drawings shall be approved by the Contractor.
 - 6) Delays to construction due to the untimely submission of submittals will constitute inexcusable delays, for which Contractor shall not be eligible for additional cost nor additional contract time. Inexcusable delays consist of any delay within the Contractor's control.
- b. Working Drawings
- 1) Detailed installation drawings (sewers, equipment, piping, electrical conduits and controls, HVAC work, and plumbing, etc.) shall be prepared and submitted for review and approval by the City Designated Construction Manager prior to installing such work. Installation drawings shall be to-scale and shall be fully dimensioned.
 - 2) Piping working drawings shall show the laying dimensions of all pipes, fittings, valves, as well as the equipment to which it is being connected. In addition, all pipe supports shall be shown.
 - 3) Equipment working drawings shall show all equipment dimensions, anchor bolts, support pads, piping connections and electrical connections. In addition, show clearances required around such equipment for maintenance of the equipment.
- c. Product data, as specified in individual Specification Sections, include, but are not limited to, the manufacturer's standard prepared data for manufactured products (catalog data), such as the product specifications, installation instructions, availability of colors and patterns, rough-in diagrams and templates, product photographs (or diagrams), wiring diagrams, performance curves, quality control inspection and reports, certifications of compliance (as specified or otherwise required), mill reports, product operating and maintenance instructions, recommended spare parts and product warranties, as applicable.
- d. Samples
- 1) Furnish, samples required by the Contract Documents for the City Designated Construction Manager's approval. Samples shall be delivered to the City Designated Construction Manager as specified or directed. Unless specified otherwise, provide at least two samples of each required item. Materials or equipment for which samples are required shall not be used in the work unless and until approved by the City Designated Construction Manager.
 - 2) Samples specified in individual Specification Sections, include, but are not limited to: physical examples of the work (such as sections of manufactured or fabricated work), small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and other specified units of work.
 - 3) Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify and Contract Requirements.
 - 4) Approved samples not destroyed in testing shall be sent to the City Designated Construction Manager or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in

the work. Materials and equipment incorporated in work shall match the approved samples. Samples which fail testing or are not approved will be returned to the Contractor at his expense, if so, requested at time of submission.

2. If specifically required in any of the technical Specification Sections, submit a Professional Engineer (P.E.) Certification for each item required, using the form appended to this Section, signed and sealed by the P.E. licensed or registered in the state wherein the work is located.
3. Each shop drawing, working drawings, product data, and sample shall have affixed to it the following Certification Statement:

"Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

Shop drawings, working drawings, and product data sheets 11-in x 17-in and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The transmittal cover sheet for each identified shop drawing shall fully describe the packaged data and include a listing of all items within the package. Shop drawings provided without the Certification Statement shall not be reviewed.

4. The review and approval of shop drawings, working drawings, product data, or samples by the City Designated Construction Manager shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the City Designated Construction Manager will have no responsibility, therefore.
5. Project work, materials, fabrication, and installation shall conform to approved shop drawings (including working drawings and product data) and applicable samples.
6. No portion of the work requiring a shop drawing (including working drawings and product data) or sample shall be started, nor shall any materials be fabricated or installed before approval of such item. Procurement, fabrication, delivery or installation of products or materials that do not conform to approved shop drawings shall be at the Contractor's risk. Furthermore, such products or materials delivered or installed without approved shop drawings, or in non-conformance with the approved shop drawings will not be eligible for progress payment until such time as the product or material is approved or brought into compliance with approved shop drawings. Neither the Owner nor City Designated Construction Manager will be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
7. If an application form is included in the Contract Documents, use that form unless otherwise approved by the City Designated Construction Manager and Owner. If an application form is not included in the Contract Documents, Contractor may propose a form for approval.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SUBMITTAL SCHEDULE

- A. Prepare and submit a schedule and submittal log at the pre-construction meeting indicating when shop drawings are required to be submitted to support the as-planned construction schedule. Incorporate comments from Owner or City Designated Construction Manager into a revised submittal schedule. The submittal schedule shall allow sufficient time for preparation and submittal, review and approval, and fabrication and delivery to support the construction schedule
- B. Maintain the submittal schedule and provide sufficient copies for review by Owner and City Designated Construction Manager. An up-to-date submittal schedule shall be provided at each project progress meeting.

3.02 TRANSMITTALS

- A. Prepare separate transmittal sheets for each submittal. Each transmittal sheet shall include at least the following: The Contractor's name and address, Owner's name, project name, project number, submittal number, description of submittal and number of copies submitted.
- B. Submittals shall be electronically transmitted with hard copies delivered directly to the office of the City Designated Construction Manager, as indicated in the Contact Documents or as otherwise directed by the City Designated Construction Manager.

3.03 PROCEDURES

- A. Action Submittals
 - 1. Contractor's Responsibilities
 - a. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work of other related Sections, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required). Coordinate with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. Extensions to the Contract Time will not be approved for the Contractor's failure to transmit submittals sufficiently in advance of the Work.
 - b. The submittals of all shop drawings (including working drawings and product data) shall be sufficiently in advance of construction requirements to allow for possible need of re-submittals, including the specified review time for the City Designated Construction Manager.
 - c. No less than 30 calendar days will be required for City Designated Construction Manager's review time for shop drawings and O&M manuals involving only one engineering discipline. No less than 45 calendar days will be required for City Designated Construction Manager's review time for shop drawings and O&M manuals that require review by more than one engineering discipline. Resubmittals will be subject to the same review time.
 - d. Submittals of operation and maintenance data shall be provided within 30 days of approval of the related shop drawing(s).
 - e. Before submission to the City Designated Construction Manager, review shop drawings as

follows:

- 1) make corrections and add field measurements, as required
 - 2) use any color for its notations except red (reserved for the City Designated Construction Manager 's notations) and black (to be able to distinguish notations on black and white documents)
 - 3) identify and describe each deviation or variation from Contract documents
 - 4) include the required Contractor's Certification statement
 - 5) provide field measurements (as needed)
 - 6) coordinate with other submittals
 - 7) indicate relationships to other features of the Work
 - 8) highlight information applicable to the Work and/or delete information not applicable to the Work
- f. **The number of copies to be submitted for each submittal shall be determined at the Pre-Construction Meeting. At least one electronic copy of each submittal will be required in addition to hard copies. Electronic versions of all submittals shall meet the following requirements for electronic submission:**
- 1) This section describes the requirements for electronic submittals provided by Contractor, in addition to hard copy manuals. The electronic files for the submittal described herein shall be created in Adobe© Acrobat Electronic Portable Document Format (PDF) file format on DVD or flash drive. The submittal files shall contain a book-marked table of contents with a minimum of manual section headings and first level subheadings. Contractor shall be fully responsible for obtaining any and all Copyright permissions associated with the conversion of this information to electronic portable document format.
 - 2) When documents must be image scanned, they shall be in PDF format, compliant with the Adobe© PDF Specification. The submittal shall be Searchable Image (formerly Image+Text). The Optical Character Recognition (OCR) of the image shall be at a 95% accuracy level, using Adobe Acrobat® Capture® 7.0 or later or an equivalent product.
 - 3) Two-page sizes will be accepted; 8 ½ inches x 11 inches in either landscape or portrait layout and 11 inches x 17 inches in landscape layout only. The content of the pages will be either scanned image or text and graphics converted to Adobe Acrobat PDF. Where page content is from a scanned image, the following minimum specifications will be followed:
 - a) Resolution - 300 dpi
 - b) Color Levels:
 - i) Text only - Monochrome black and white
 - ii) Text with gray tone images - 256 levels of gray
 - iii) Color images - Color images can be 256 levels of gray except where color is needed to properly utilize the image in an operations and maintenance reference situation
- g. If Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, provide written notice thereof to the City Designated Construction Manager immediately; and do not release for manufacture before such notice has been received by the City Designated Construction Manager .
- h. When the shop drawings have been completed to the satisfaction of the City Designated Construction Manager, carry out the construction in accordance therewith; and make no further changes therein except upon written instructions from the City Designated Construction Manager.

2. City Designated Construction Manager’s Responsibilities
 - a. City Designated Construction Manager will not review shop drawings (including working drawings and product data) that do not include the Contractor's approval stamp. Such submittals will be returned to the Contractor, without action, for correction.
 - b. Partial shop drawings (including working drawings and product data) will not be reviewed. If, in the opinion of the City Designated Construction Manager, a submittal is incomplete, that submittal will be returned to the Contractor for completion. Such submittals may be returned with comments from City Designated Construction Manager indicating the deficiencies requiring correction.
 - c. If shop drawings (including working drawings and product data) meet the submittal requirements, City Designated Construction Manager will forward copies to appropriate reviewer(s). Otherwise, noncompliant submittals will be returned to the Contractor without action - with the City Designated Construction Manager retaining one copy.
 - d. Submittals which are transmitted in accordance with the specified requirements will be reviewed by the City Designated Construction Manager within the time specified herein. The time for review will commence upon receipt of submittal by City Designated Construction Manager.

3. Review of Submittals and Samples
 - a. The review of shop drawings, working drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed:
 - 1) as permitting any departure from the Contract requirements
 - 2) as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials
 - 3) as approving departures from details furnished by the City Designated Construction Manager, except as otherwise provided herein
 - b. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
 - c. If the shop drawings (including working drawings and product data) or samples as submitted describe variations and indicate a deviation from the Contract requirements that, in the opinion of the City Designated Construction Manager are in the interest of the Owner and are so minor as not to involve a change in Contract Price or Contract Time, the City Designated Construction Manager may return the reviewed drawings without noting an exception.
 - d. Only the City Designated Construction Manager will utilize the color “RED” in marking submittals.
 - e. Shop drawings will be returned to the Contractor with one of the following codes.

Code 1 – “APPROVED” – This code is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.

Code 2 -"APPROVED AS NOTED" - This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

Code 3 -"APPROVED AS NOTED-CONFIRM" - This combination of codes is assigned when a confirmation of the notations and comments is required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the City Designated Construction Manager within 15 calendar days of the date of the City Designated Construction Manager 's transmittal requiring the confirmation.

Code 4 -"APPROVED AS NOTED-RESUBMIT" - This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the entire package. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the City Designated Construction Manager within 30 calendar days of the date of the City Designated Construction Manager 's transmittal requiring the resubmittal.

Code 5 – “NOT APPROVED” – This code is assigned when the submittal does not meet the intent of the contract documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the contract documents.

Code 6 – “COMMENTS ATTACHED” – This code is assigned where there are comments attached to the returned submittal, which provide additional data to aid the Contractor.

Code 7 – “RECEIPT ACKNOWLEDGED (Not subject to City Designated Construction Manager ’s Review or Approval)” – This code is assigned to acknowledge receipt of a submittal that is not subject to the City Designated Construction Manager ’s review and approval, and is being filed for informational purposes only. This code is generally used in acknowledging receipt of means and methods of construction work plans, field conformance test reports, and health and safety plans.

Codes 1 through 5 designate the status of the reviewed submittal with Code 6 showing there has been an attachment of additional data.

- f. Repetitive Reviews: Shop drawings, O&M manuals and other submittals will be reviewed no more than twice at the Owner’s expense. All subsequent reviews will be performed at the Contractor’s expense. Reimburse the Owner for all costs invoiced by City Designated Construction Manager for the third and subsequent reviews.

B. Informational Submittals

1. Contractor’s Responsibilities
 - a. Refer to individual technical Specification Sections for specific submittal requirements.

2. City Designated Construction Manager's Responsibilities
 - a. The City Designated Construction Manager will review each informational submittal within 15 days. If the informational submittal complies with the Contract requirements, City Designated Construction Manager will file for the project record and transmit a copy to the Owner. City Designated Construction Manager may elect not to respond to Contractor regarding informational submittals meeting the Contract requirements.
 - b. If an informational submittal does not comply with the Contract requirements, City Designated Construction Manager will respond accordingly to the Contractor within 15 days. Thereafter, the Contractor shall perform the required corrective action, including retesting, if needed, until the submittal, in the opinion of the City Designated Construction Manager, is in conformance with the Contract Documents.

END OF SECTION

P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a professional engineer registered in the State of Texas and that he/she has been employed by

_____ to design
(Name of Contractor)

(Insert P.E. Responsibilities)

In accordance with Specification Section _____ for the
(Name of Project)

The undersigned further certifies that he/she has performed the said design in conformance with all applicable local, state and federal codes, rules and regulations; and, that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the
(Insert Name of Owner)

or Owner's representative within seven days following written request therefor by the Owner.

P.E. Name

Contractor's Name

Signature

Signature

Address

Title

Address

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SECTION 01310
SCHEDULE AND SEQUENCE OF CONSTRUCTION

PART 1 GENERAL

1.01 CONSTRUCTION SCHEDULING GENERALPROVISIONS

- A. No work shall be done between 6:00 P.M. and 7:00 A.M. nor on Sundays or legal holidays without the written permission of the Owner. However, emergency work may be done without prior permission.
- B. If night work is required, the Contractor should coordinate with the Owner for permission. Such permission, however, may be revoked at any time by the Owner if the Contractor fails to maintain adequate lighting equipment, and supervision for the proper prosecution and control of the work at night, or if the off-site effects of night construction are deemed by the Owner to be unacceptable.

1.02 PROGRESS OF THE WORK

- A. The Work shall be started within 15 days following the effective date of the Agreement, the Work shall be executed with such progress as may be required to prevent any delay to the general completion of the project. The Work shall be executed at such times and in or on such parts of the project, and with such personnel, materials, and equipment to assure completion of the work in the time established by the Agreement.
- B. If the Contractor for his convenience and at his own expense, should desire to carry on his work at night or outside regular hours, he shall submit written notice to the City Designated Construction Manager and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. The Contractor shall pay the expenses for extra inspection required for work outside regular hours at the current hourly rates at the time of construction. The Contractor shall light the different parts of the project as required to comply with all applicable Federal and State regulations.

1.03 CONSTRUCTION SCHEDULE

- A. The Contractor shall, within ten days after the effective date of the Agreement, provide and submit to the City Designated Construction Manager for approval, the Schedule for the first 60 days of activities. Within 45 days after the effective date of the Agreement the Contractor shall provide and submit to the City Designated Construction Manager the schedule, he plans to maintain in order to successfully construct the entire project within the time allotted. The completed schedule shall be approved before additional monthly payments are made. This Schedule shall be provided in a spreadsheet format.
- B. If the City Designated Construction Manager determines that operations are falling behind schedule at any time during the construction period, the Owner may require the Contractor to add equipment and/or construction forces, including increases in working hours, in such quantities as are required to bring operations back on schedule. Upon receipt of written communication from the Owner requiring such addition, the Contractor shall furnish same at no additional cost to the Owner.

1.04 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for preparing and maintaining a construction schedule. Include payment in the lump sum base bid.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 01350
COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes general coordination including Preconstruction Conference, Site Mobilization Conference, and Progress Meetings.

1.02 RELATED DOCUMENTS

A. Coordination is required throughout the documents. Refer to all the Contract Documents and coordinate, as necessary.

1.03 ENGINEER AND REPRESENTATIVES

A. The Engineer may act directly or through designated representatives and “Owner, Contractor, and Engineer”, as identified by name at the Preconstruction Conference.

1.04 CONTRACTOR COORDINATION

A. Coordinate scheduling, submittals, and work of the various Technical Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

B. Coordinate completion and cleanup of the Work for Substantial Completion and for portions of the Work designated for Owner's partial occupancy.

C. Coordinate access to Project Site for correction of nonconforming work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRECONSTRUCTION CONFERENCE

A. Engineer will schedule a Preconstruction Conference.

B. Attendance Required: Engineer's representatives, Consultants, Contractor, and major Subcontractors. Need to have at least one attendee present from each entity with decision making authority.

C. Agenda:

1. Distribution of Contract Documents.
2. Designation of personnel representing the parties to the Contract, and the Consultant.
3. Review of insurance.
4. Discussion of formats proposed by the Contractor for Schedule of Values, and Construction Schedule.
5. Procedures and processing of Shop Drawings and other submittals, substitutions, Applications for Payment, Requests for Information, Request for Proposal, Change Orders, and Contract Closeout.
6. Scheduling of the Work and coordination with other contractors.
7. Review of Subcontractors.
8. Designation of the individual authorized to execute change documents and their responsibilities.

1.06 PROGRESS MEETINGS

A. Progress Meetings shall be held at Project Site or other location as designated by the Engineer. Meeting shall be held in frequent intervals if directed by Engineer.

B. Engineer or City's representative will decide for meetings and recording minutes.

C. Engineer or City's representative will prepare the agenda and preside at meetings.

D. Contractor shall provide required information and be prepared to discuss each agenda item.

E. Agenda:

1. Review minutes of previous meeting.
2. Review of Construction Schedule, Applications for Payment, payroll, and compliance submittals.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of Submittal Schedule and status of submittals.
6. Review status of Requests for Information, Requests for Proposal.
7. Review status of Change Orders.

8. Review of off-site fabrication and delivery schedules.
9. Maintenance of updates to Construction Schedule.
10. Corrective measures to regain projected schedules.
11. Planned progress during succeeding work period.
12. Coordination of projected progress.
13. Maintenance of quality and work standards.
14. Effect of proposed changes on Construction Schedule and coordination.
15. Other items relating to the Work.
16. Maintenance of updates to Construction Schedule.
17. Corrective measures to regain projected schedules.
18. Planned progress during succeeding work period.
19. Coordination of projected progress.
20. Maintenance of quality and work standards.
21. Effect of proposed changes on Construction Schedule and coordination.
22. Other items relating to the Work.

1.07 FACILITY STARTUP MEETINGS

- A. Attend and participate in facility startup meetings.
- B. Attendees will include:
 1. Contractor's representative with full authority to make decision on behalf of subcontractor.
 2. Subcontractors and equipment manufacturer's representatives whom Contractor deems to be directly involved in facility startup.
 3. Engineer's personnel.
 4. Owner staff
 5. Others as required by Contract Documents or as deemed necessary by the Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01370
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Submit a Schedule of Values to the City Designated Construction Manager for approval within ten calendar days after award of Contract.
- B. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. Construction schedule.
 - 2. Application for payment forms, including continuation sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- C. No payment request (including the first) will be approved until the Schedule of Values has been approved by the City Designated Construction Manager.

1.02 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for preparation and submittal of the Schedule of Values under this section. Include payment in the lump sum base bid.

1.03 FORMAT AND CONTENT

- A. Use the table of contents of the Specifications as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Include the following Project identification:
 - a. Project name and location.
 - b. Name of the Owner.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.

- e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items if needed. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
 4. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 5. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value.
 6. Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of
 7. Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item. Temporary facilities and items that are not direct cost of work-in-place may be shown as separate line items or distributed as general overhead expense
 8. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum

1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule of unit costs and quantities for products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The unit values for the materials shall be broken down into:
 1. Cost of the material delivered and unloaded at the site, with taxes paid.
 2. Copies of invoices for component material shall be included with the payment request in which the material first appears.
 3. Paid invoices shall be provided with the second payment request in which the material appears, or no payment shall be allowed and/or may be deleted from the request.
- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2: PRODUCTS - NOT USED

PART 3: EXECUTION - NOT USED

END OF SECTION

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SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary facilities and the necessary controls for the Work including safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, disposal of trash, debris, and excavated material.
- B. Definitions:
 - 1. Surface Structures - existing buildings, structures and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.

1.02 MEASUREMENT AND PAYMENT

- A. Unless indicated as a Bid Item, no separate payment will be made for Work performed under this Section. Include cost in Bid Items for which this Work is a component part.

1.03 RELATED WORK

- A. Summary of Work
- B. Submittals

1.04 SUBMITTALS

- A. Make Submittals required by this Section under the provisions of Section 01300 – Submittals.

1.05 REFERENCE STANDARDS

- A. Occupational Safety and Health Administration (OSHA)
- B. National Fire Protection Association (NFPA)
- C. Code of Ordinances, City of Prairie View, Texas

1.06 CONTRACTOR'S RESPONSIBILITY

- A. The facilities and controls specified in this Section are considered minimum for the Work. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.
- B. Comply with applicable requirements specified in other Technical Specifications.
- C. Maintain and operate temporary facilities and systems to assure continuous service.
- D. Modify and extend systems as Work progress requires.
- E. Completely remove temporary materials and equipment when their use is no longer required.
- F. Restore existing facilities used for temporary services to specify or to original condition.

1.07 SAFETY REQUIREMENTS

- A. Conduct operations in strict accord with applicable federal, state, and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.
- B. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in OSHA Standards - 29 CFR, Part 1926, and adopted by Secretary of Labor under the Williams-Steiger Occupational Safety and Health Act of 1970, and to any other legislation enacted for safety and health of Contractor employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.

- C. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Engineer or the Engineer's representative. Immediately advise the Engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the Project Site under this Contract, and after such investigation or inspection, advise the Engineer of the results. Submit one copy of accident reports to Engineer within ten (10) days of occurrence.
- D. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment, and safety equipment, in the Plans and Technical Specifications are obligations of the Contractor.
- E. Maintain required coordination with the local Police and Fire Departments during the entire period covered by the Contract.

1.08 FIRST AID EQUIPMENT

- A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.
- B. Have at least one person thoroughly trained in first aid procedures present on the Project Site whenever work is in progress.

1.09 FIRE PROTECTION

- A. Fire Protection Standards
 - 1. Conform to specified fire protection and prevention requirements as well as those that may be established by Federal, State, or local governmental agencies.
 - B. Comply with all applicable provisions of NFPA Standard No. 241, Safeguarding Building Construction and Demolition Operations.
 - 1. Provide portable fire extinguishers, rated not less than 2A or 5B in accordance with NFPA Standard No. 10, Portable Fire Extinguishers, for each temporary building, and for every 3000 square feet of floor area of facilities under construction.
 - 2. Locate portable fire extinguishers within 50 feet maximum from any point on the Project Site.
- C. Fire Prevention and Safety Measures
 - 1. Prohibit smoking in hazardous areas. Post suitable warning signs in areas that are continuously or intermittently hazardous.
 - 2. Use metal safety containers for storage and handling of flammable and combustible liquids.
 - 3. Do not store flammable or combustible liquids in or near stairways or exits.
 - 4. Maintain clear exits from all points within a structure.

1.10 SECURITY MEASURES

- A. Protect all materials, equipment, and property associated with the Work from loss, theft, damage, and vandalism. Contractor's duty to protect property includes Owner's property.
- B. If existing fencing or barriers are breached or removed for purposes of construction, provide, and maintain temporary security fencing equal to existing as approved by Owner's Representative.

1.11 PROTECTION OF PUBLIC UTILITIES

- A. Prevent damage to existing public utilities during construction. These utilities are shown on the Plans at their approximate locations. Give owners of these utilities at least 48 hours' notice before commencing Work in the area, for locating the utilities during construction, and for adjusting or relocation of the utilities when they conflict with the proposed Work.

1.12 PROTECTION OF THE WORK

- A. Provide protection of installed products to prevent damage from subsequent operations.
- B. Remove protection facilities when no longer needed, prior to completion of the Work.
- C. Control traffic to prevent damage to equipment, materials, and surfaces.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01562
WASTE MATERIAL DISPOSAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Disposal of waste material and salvageable material.

1.02 MEASUREMENT AND PAYMENT

- A. Unless indicated as a Bid Item, no separate payment will be made for Work performed under this Section. Include cost in Bid Items for which this Work is a component.

1.03 SUBMITTALS

- A. Make Submittals required by this Section under the provisions of Section 01300 – Submittals.
- B. Obtain and submit applicable permits for proposed disposal sites, if required by local ordinances.
- C. Submittal Waste Material Disposal Plan. Describe waste materials expected to be stored onsite and a description of controls to reduce Pollutants from these materials, including storage practices to minimize exposure of materials to storm water, and spill prevention and response measures in the Contractor’s Safety Manual
- D. Submit a copy of written permission from property owners, along with a description of the property, prior to disposal of excess material adjacent to the Project Site. Submit a written and signed release from property owner upon completion of disposal work.

1.04 WASTE MATERIAL DISPOSAL PLAN

- A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the Project Site which includes the following information:
 - 1. Schedule for collection and inspection.
 - 2. Location of trash and waste receptacles.
 - 3. Provisions for liquid waste and potential water pollutants material.
 - 4. The plan shall comply with applicable federal, state, and local health and safety regulations.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXCESS MATERIAL, WASTE, AND EQUIPMENT

- A. Waste materials shall be removed from the site and dumped into the contractor’s dumpsters.
- B. No materials shall be disposed in a manner to damage the Owner in any way.

END OF SECTION

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SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Adjusting.

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and that work is complete in accordance with Contract Documents and ready for City Designated Construction Manager 's inspection.
- B. Provide submittals to City Designated Construction Manager that are required by governing or other authorities.
- C. Submit Application for Final Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

1.03 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for Final Acceptance.
 - 1. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 072100
THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Batt insulation and accessories.

1.2 SUBMITTALS

A. Product Data: Submit data on product characteristics, performance criteria, and limitations, including the following:

1. General installation/application instruction.
2. Environmental conditions required for installation and installation techniques.
3. Safety requirements for application of products.

B. Installer's/Applicator's Qualifications: Submit copy of Installer's/Applicator's certification from manufacturer.

C. Sustainable Design: Provide manufacturer's certificates prepared by an independent, third party certifying to the following:

1. Recycled material content for products with recycled content.
2. Volatile organic compound content for each interior adhesive and sealant and related primer.

D. Warranty: Submit manufacturer's standard one-year warranty against defects in material or manufacturing.

1.3 QUALITY ASSURANCE

A. Installer's/Applicator's Qualifications: Company with a minimum of two years in performing work of this section and certified by manufacturer as an approved Installer/Applicator.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials in manufacturer's original packaging.

B. Storage: Store and protect products in accordance with manufacturer's instructions. Store with seals and labels intact and legible. Store inside and in a dry location. Protect insulation materials from moisture and soiling. Provide ventilation to prevent condensation and degradation of products.

C. Inspection: Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Batt Insulation:

1. Batt Insulation, Unfaced: ASTM C 665, Type I, preformed glass fiber batt type, unfaced.
2. Batt Insulation, Kraft Faced: ASTM C 665, Type II, Class C preformed glass fiber batt type, Kraft paper faced one side.
3. Batt Insulation, Foil Faced: ASTM C 665, Type II, Class B preformed glass fiber batt type, foil faced one side with maximum flame/smoke properties of 75/450 in accordance with ASTM E84.
4. Minimum R-Value to be equivalent R-value as removed.
5. Batt Size: Friction fit of sizes to fit stud spacing.

2.2 ACCESSORIES

A. Accessories: Provide accessories per insulating system manufacturer's recommendations, including the following:

1. Tape: Polyethylene self-adhering type for Kraft faced insulation and bright aluminum self-adhering type for foil faced insulation.
2. Insulation Fasteners: Impale clip of galvanized steel; type recommended by insulation manufacturer for particular use intended.
3. Mechanical Insulation Fasteners: FM approved, corrosion resistant, size required to suit application.
4. Wire Mesh: Galvanized steel, hexagonal wire mesh.
5. Spindle Fasteners: Corrosion-resistant wire spindles.
6. Ventilation Baffles: Formed plastic, metal, or cardboard sized to fit full width of rafter spaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, flashing conditions, penetrations, adjoining construction and the conditions under which work is to be installed. Verify that surfaces are dry and free of oil, grease, dust, rust, or other contaminant.
- B. Report unacceptable conditions in writing. Do not proceed with the Work until unsatisfactory conditions have been corrected and surfaces are acceptable.

3.2. PREPARATION

- A. Before beginning work, protect windows, plumbing fixtures, finish materials, and finish surfaces within work area by covering them with a plastic film.

3.3 INSTALLATION OF BATT INSULATION

- A. Install batt insulation in accordance with ASTM C 1320.
- B. If eave ventilation baffles are required, install ventilation baffles at eaves to hold insulation down from roof sheathing and provide positive ventilation from eave to attic space.
- C. Install in exterior walls, roof and ceiling spaces without gaps or voids. Fluff insulation to full thickness for specified R-value before installation. Do not compress insulation.
- D. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- E. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within the plane of insulation.
- F. For unfaced batt insulation, install with friction fit or retain in place with manufacturer's recommended fasteners or mesh.
- G. For batt insulation with factory-applied facing, install with vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over or between framing members. Tape seal butt ends, lapped flanges, and tears or cuts in membrane. Secure insulation in place using one of the following methods:
 1. Friction fit.
 2. Staple or nail facing flanges in place as needed.
 3. Tape in place.
 4. Retain in place with spindle fasteners.
 5. Retain in place with wire mesh secured to framing members.

3.4 CLEANING

- A. Remove protective plastic film coverings from adjacent materials.
- B. Clean unintended materials, equipment, and fixtures.
- D. Remove waste materials and recycle empty containers and packaging.

END OF SECTION

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SECTION 095113
ACOUSTICAL PANEL CEILINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Acoustical panels.

1.2 SUBMITTALS

A. Make Submittals required by this Section under the provisions of Section 01300 – Submittals.

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Acoustical Unit Manufacturer: Company specializing in manufacturing acoustical units with minimum three years documented experience.
2. Installer: Minimum of three documented installations of comparable extent as proposed Project.

1.4 MAINTENANCE

A. Extra Materials: Furnish extra materials equal to 1 percent of each type of acoustical material supplied.

PART 2 PRODUCTS

2.1 ACOUSTICAL UNITS

A. Recycled Content: Provide recycled content with that postconsumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of <Insert number> percent by weight.

B. Acoustical Panel:

1. Nominal Size: 24" x 48" x 5/8".
2. Composition: Wet formed mineral fiber, ASTM E 1264, Class A.
3. Finish: Factory applied vinyl latex paint, white color.
4. Ceiling Attenuation Class: 33 db.
5. Noise Reduction Coefficient: 0.55.
6. Light Reflectance: LR-1, over 80 percent.
7. Edge: Rectangle.
8. Pattern: Type III, Form 2, C or E

PART 3 EXECUTION

3.1 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Lay directional patterned units one way with pattern parallel to shortest room axis.
- D. Fit border trim neatly against abutting surfaces.
- E. Install acoustical units' level, in uniform plane, and free from twist, warp and dents.
- F. Cut panels to fit irregular grid and perimeter edge trim. Field rabbet panel 1 edge. Double cut and field paint exposed edges of tegular units.
- G. Where bullnose concrete block corners and or round obstructions occur, provide preformed closers to match edge molding.
- H. Install retention clips to retain panels tight to grid system within 20'-0" of exterior doors.

3.2 ERECTION TOLERANCES

A. Maximum Variation from Flat and Level Surface: 1/8" in 12'-0".

B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

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SECTION 096513
RESILIENT WALL BASE

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes:
 - i. Resilient Wall Base

1.2 SUBMITTALS, RELATED DOCUMENTS

- A. Make Submittals required by this Section under the provisions of Section 01300 – Submittals.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide resilient wall base materials manufactured in the United States of America by a firm with a minimum of 10 years' experience with resilient vinyl materials of type equivalent to those specified.
- B. Provide resilient wall base, flooring materials, adhesives, accessories and subfloor preparation products from one manufacturer to ensure color matching and compatibility.
- C. Manufacturer shall be capable of providing technical training and technical field service representation.

1.4 RELATED WORK

- A. Installer must be professional, licensed, insured and acceptable to manufacturer of resilient flooring materials. Project Managers or Field Supervisors must be INSTALL (International Standards & Training Alliance) certified CFI (Certified Floorcovering Installers) Certified and/or an FCICA (The Flooring Contractors Association) CIM (Certified Installation Manager) for the requirements of the project or equivalent.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within the range of 65 degrees F (18degrees C) and 85 degrees F (29 degrees C).

1.6 PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range of (\pm 10 degrees F) 65 degrees (18 degrees C) and 85 degrees F (29 degrees C) in the spaces to receive the resilient products during:
 - i. 48 hours before installation.
 - ii. During installation.
 - iii. 48 hours after installation.
- C. Maintain relative humidity between 40% and 65% during installation.
- D. Avoid conditions in which dew point causes condensation on the installation surface.

1.7 WARRANTY

- A. Provide manufacturer's standard limited commercial warranty to cover manufacturing defects

PART 2 – PRODUCTS

2.1 MATERIALS

- A. THERMOPLASTIC VINYL (TV) WALL BASE - specify vinyl wall base with the following characteristics: Meets the performance requirements for the following Industry Standards:
 - i. ASTM F1861, Standard Specification for Resilient Wall Base, Type TV (vinyl, thermoplastic), Group 2 (solid, layered), Style A&B (Straight, Cove)

- ii. ASTM E84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class A
- iii. ASTM E648 (NFPA 253), Standard Test Method for Critical Radiant Flux, Class 1, >0.45 W/cm²
- iv. ASTM E662 (NFPA 258), Standard Test Method for Smoke Density, Passes, <450
- v. ASTM F137, Standard Test Method for Flexibility of Resilient Flooring Materials protocols, Passes
- vi. ASTM F386, Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces, Passes
- vii. ASTM F925, Standard Test Method for Resistance to Chemicals of Resilient Flooring, Excellent
- viii. ASTM F1515, Standard Test Method for Measuring Light Stability of Resilient Flooring protocols, Passes
- ix. NFPA 253, Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Energy Source
- x. NFPA 255, Standard Method of Test of Surface Burning Characteristics of Building Materials
- xi. NFPA 258, Test Method for Specific Density of Smoke Generated by Solid Materials
- xii. TV WALL BASE vinyl wall base is 100% recyclable
- xiii. TV WALL BASE vinyl wall base and accessories do not contain chemicals that may be hazardous to human health
- xiv. TV WALL BASE vinyl wall base meets NSF 332 Gold Criteria
- xv. TV WALL BASE vinyl wall base meets CHPS Criteria
- xvi. TV WALL BASE vinyl wall base is manufactured in the U.S.A.
- xvii. TV WALL BASE vinyl wall base is free of materials known to be teratogenic, mutagenic or carcinogenic
- xviii. TV WALL BASE vinyl wall base is free of Halogens
- xix. TV WALL BASE vinyl wall base is free of Asbestos
- xx. TV WALL BASE vinyl wall base is free of Phthalates
- xxi. TV WALL BASE vinyl wall base is free of Heavy Metals

2.2 INSTALLATION AND MAINTENANCE MATERIALS

- A. Substrate/Background Preparation Products:
 - i. Adhesives: Adhesives should be selected based on the site conditions and use of the space being installed
- B. Accessories: Items needed to complete the installation. Recommended accessory products:
 - i. Inside corners
 - ii. Outside corners
 - iii. Color-matched caulks
- C. Maintenance Materials: Proper maintenance of the installation is critical to the long-term performance of the flooring products being specified. Using the appropriate chemicals to maintain the product according to the environment in which it is specified is critical.

PART 3 – EXECUTION

3.1 GENERAL

- A. General Contractor Responsibilities:
 - i. Supply a safe, climate-controlled building.
 - ii. Ensure substrate/background meets the requirements of ASTM F1861.
 - iii. at normal operating temperature and humidity conditions between 65° F and 85° F and between 40% and 65% relative humidity, for at least 48-hours prior to and during the application of the wall base, so the contractor can acclimate the vinyl base materials per manufacturer’s instructions.
 - iv. Provide an installation area that is weather tight and maintained either permanently or temporarily at ambient service temperature and humidity. Normal operating temperature and humidity conditions are between 65° F and 85° F and between 40% and 65% relative humidity, for at least 48-hours prior to and during the application of the wall base per the manufacturer’s instructions.
 - v. Ensure areas with direct prolonged exposure to sunlight are protected with protective UVA/UVB restrictive coatings or films.

- vi. In areas where the walls are subject to direct sunlight through doors or windows, the doors and windows should be covered using blinds, curtains, cardboard or similar for the time of the installation and 72-hours after the installation to allow the adhesive to cure. Note: These areas should be installed using wet adhesives only.
- vii. Conduct initial maintenance prior to final usage. Do not conduct initial maintenance until adhesive has cured per the adhesive technical data.
- viii. Provide trained installers that are professional, licensed, insured and acceptable to manufacturer of resilient vinyl wall base materials.
- ix. Ensure installers or installation teams meet one of the following requirements:
 - a. Have completed INSTALL (International Standards & Training Alliance)
 - b. CFI (Certified Floorcovering Installers) training programs
 - c. Certified by INSTALL or CFI.
 - d. Are being supervised by Project Managers or Field Supervisors that are INSTALL (International Standards & Training Alliance) certified, CFI (Certified Floorcovering Installers) Certified and/or an FCICA (The Flooring Contractors Association) CIM (Certified Installation Manager).

3.2 EXAMINATION

- A. Verification of Conditions: Inspect all substrates/backgrounds to ensure they are clean, smooth, permanently dry, structurally sound and without voids. Confirm all areas are properly sealed and acclimated per manufacturer's requirements.
- B. Verification of Products: In accordance with manufacturer's installation requirements, visually inspect material for size, style, color or visual defects prior to installing. Any material that is incorrect or visually defective shall not be installed.

3.3 SUBSTRATE/BACKGROUND PREPARATION

- A. Preparation: Ensure substrate/background meets the requirements of ASTM F1861 for resilient wall base.
 - i. Substrates/backgrounds must be free of visible water or moisture, dust, sealers, paint, residual adhesives and adhesive removers, solvents, wax, oil, grease, mold, mildew and any other extraneous coating, film, material or foreign matter.
 - ii. Acclimate all products to be used during the installation and the installation environment prior to installation according to the manufacturers written instructions.
 - iii. Fill cracks, holes, depressions and irregularities in the substrate/background to prevent transferring through to the surface of the resilient wall base.

3.4 INSTALLATION

- A. Resilient Vinyl Wall Base: Install material in accordance with manufacturer's recommendations.
 - i. Select the appropriate adhesive for the application and job site conditions.
 - ii. Install material according to roll sequence or with like run numbers.
 - iii. Ensure material is rolled appropriately into the adhesive using a hand roller.

3.5 CLEANING & MAINTENANCE

- A. General: Clean up installation area and vacuum dust or wipe material to remove any dirt, dust or debris.
- B. Initial Maintenance: Conduct initial maintenance per the manufacturer's recommended procedures stated in the Maintenance Documents.
- C. Regular Maintenance: Conduct maintenance on regular intervals as needed. Insufficient cleaning will reduce the wear life of the wall base and alter the aesthetic properties of the wall base. The amount of maintenance depends directly upon the amount of dirt and particulates the area is subjected to.

3.6 CLOSEOUT ACTIVITIES

- A. General: Follow all federal, state and local requirements for these activities, protecting installed construction.

B. Protection: Protect newly installed material from damage by other trades. Be sure all construction debris is picked up and vacuumed or removed prior to leaving the area. Limit usage and foot traffic according to the adhesive's requirements. When moving appliances or heavy furniture, protect wall base from scuffing and tearing using temporary floor protection as well.

END OF SECTION

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SECTION 096816
CARPET FLOORING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes materials, equipment, and services to supply and install carpet to areas noted on drawings and as specified herein.

1.02 SUBMITTALS

A. Make Submittals required by this Section under the provisions of Section 01300 – Submittals.

PART 2 - PRODUCTS

2.01 GENERAL

A. All work shall be based on the use of specified materials. Other carpet and accessory materials may be approved by the City or Consultant providing, they meet or exceed the requirements specified herein. Refer to submittal requirements.

B. Colors, patterns, and textures of carpet flooring including accessories shall be as selected by the City or Consultant from manufacturer's complete range and/or as noted below.

2.02 CARPET INSTALLATION MATERIALS

A. Subfloor Filler: smooth troweling, fast setting, non-shrinking, non-cracking, pre-mixed filler with Portland cement and polymeric modifiers (white latex) and a minimum compressive strength of 20 MPa (2900 psi) at 28 days for patching / filling / levelling substrates, type(s) to suit substrate conditions as recommended by carpet manufacturer.

B. Primers and Sealers: types as recommended by carpet and cushion manufacturers.

C. Adhesives: premium grade, low VOC (solvent-free), water resistant, release type(s) for direct glue down or double glue down applications, as recommended by cushion, carpet, and resilient base manufacturers and to suit backings, substrate / grade level as well as usage conditions. Spread rates for materials shall be strictly adhered to.

D. Trowel: (for adhesive) new notched type as recommended by carpet, cushion, and adhesive manufacturer. Use of worn or notch size and spacing other than recommended is not permitted.

E. Roller: (for carpet) minimum weight as recommended by carpet manufacturer.

F. Tape: single and double sided types as required and as recommended by cushion, carpet and accessories manufacturers to suit material types and substrate conditions.

G. Fasteners: non-corrosive staples, nails, tacks, and screws of types to suit material types and substrate conditions as recommended by cushion, carpet, and accessory manufacturers.

H. Seam Sealer: non-flammable adhesive of type as recommended by carpet manufacturer.

2.03 CARPET MATERIALS

A. Carpet Yarn: 100% first quality, bulk continuous filament (BCF) nylon. Carpet yarn shall be produced by a fiber producer offering a construction and performance certification program.

B. Yarn Dyeing Method: Solution dyed with color(s) as selected by the City or Consultant.

C. Carpet Backing System: Provide dimensionally stable system of following type as noted herein:

1. Backing System: (Typical system unless otherwise noted or scheduled): woven polypropylene primary and secondary backing. Use in all low traffic areas and for residential carpet unless otherwise noted.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Type, location, condition and surface tolerances of sub-floor, must be in complete accordance with federal, state or local requirements and carpet manufacturer's recommendations.
- B. Fill substrate low spots, cracks, joints and holes with substrate filler to the extent required by scope of work and ensure substrates are free from all bumps, ridges and other imperfections. Feather filler to allow for difference in adjacent floor materials as required. Rough grind to eliminate all irregularities and sweep and vacuum substrate clean.
- C. Seal and prime substrate surfaces in accordance with adhesive manufacturer's recommendations.
- D. Review all site conditions, installation requirements and timetable for work and ensure substrate, environmental conditions and work by other trades is acceptable prior to commencing installation of all materials and to ensure that schedule can be maintained.
- E. Ensure that temperature requirements for installation of materials is within appropriate range prior to, during, and after installation.
- F. Provide adequate means to protect face of doors, door frames, and walls from marring due to supply and installation of cushion and carpet and/or removal of existing carpet.
- G. Where applicable, remove existing carpet and dispose of in a legal manner or recycle in accordance with noted requirements.
- H. [After remedial work to subfloors is complete] ensure all such surfaces to receive cushion and/or carpet are vacuumed clean and are dry, smooth, and free from substances detrimental to filler and adhesive bond (as noted herein).
- I. Dry lay carpet as required to check lengths, seam edges, color and pattern matching, and amount of cutting required. Re-arrange to obtain best results and matching.

3.02 INSTALLATION OF ADHESIVES

- A. Review substrate and environmental conditions to ensure they are in accordance with adhesive manufacturer's written requirements.
- B. Mix and apply adhesives in strict accordance with manufacturer's written instructions, observing recommended application techniques and spread rates, open times and safety precautions.
- C. Apply adhesive to fully cover substrate using appropriate notched trowel. Use new trowels when existing trowels become worn.
- D. Allow adhesive to set to proper tack and lay cushion and/or carpet into adhesive.

3.03 INSTALLATION OF CARPET

- A. Install carpet in accordance with the manufacturer guidelines using tools, materials, methods and sequence of work as recommended to areas and patterns detailed on drawings.
- B. Install carpet (including cushioned backed carpet) by direct glue down method in accordance with carpet manufacturer's recommendations.
- C. Roll carpet to ensure complete contact with adhesive.
- D. Maintain direction of carpet pile and ensure dye lot, pattern and texture match within any one area. Wherever possible rooms shall be single pieces. Where seaming is necessary due to carpet width and roll length, it shall be kept to an absolute minimum.
- E. Install carpet tightly and neatly at perimeters and around architectural, mechanical, electrical and furniture fixtures, fitments and floor projections and, unless otherwise noted, into recesses and closets adjacent to carpeted areas.
- F. Seam carpet in accordance with pre-approved seaming plans and accepted trade practices with a minimum number of seams located in areas of least amount of traffic with cross seams as well as seams at doors and pivot points to be avoided where possible. If used in corridors seam layout at intersections shall

be pre-approved by the City or Consultant.

- G. Seal all cut edges and joints with seam sealer. Immediately remove any excess seam adhesive from carpet surfaces using a suitable solvent as recommended by the adhesive manufacturer and pre-approved by the carpet manufacturer for compatibility with the carpet type.

3.04 COMPLETION

- A. On completion of work, trim all loose pieces of face yarn with scissors, remove all carpet and cushion scraps and other refuse from areas and rooms worked in and from job site, and inspect and correct other apparent defects.
- B. Vacuum carpet with beater type vacuum to remove dirt. Remove any soiled spots with proper cleaner recommended by carpet manufacturer for each type of carpet installed.

3.05 PROTECTION OF FINISHED WORK

- A. Protect all surfaces and work in progress from damage and maintain protection for a minimum of 48 hours or until the adhesive has set and cured thoroughly. Avoid static and rolling loads on newly installed glued down carpet.
- B. Protect surrounding surfaces from soiling. Make good on defects caused to other trades work if fault of carpet installation.
- C. Provide two large sections of surplus carpet cuttings and place at entry doors so that they can be used as doormats by other trade personnel entering the carpeted area if entry is permitted.
- D. The Contractor shall ensure that:
 - 1. Carpet is protected from foot traffic damage by providing and maintaining a suitable covering acceptable to the carpet manufacturer until the floor has been reviewed and accepted by the Owner at Substantial Performance and until ready for use.
 - 2. Carpet is protected against damage from rolling loads where rolling traffic will occur (e.g. moving of equipment, appliances, etc.) by covering it with plywood or hardboard.

END OF SECTION

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SECTION 099010
PAINTING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes surface preparation and field painting of interior items and surfaces.

1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

1.02 SUBMITTALS

A. Make Submittals required by this Section under the provisions of Section 01300 – Submittals.

PART 2 - PRODUCTS

2.01 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Mildewcide: Except for metal primers, provide primer and finish coats with suitable chemical mildewcide to the maximum amount of mildewcide per gallon of paint permitted by the mildewcide manufacturer without adversely affecting the quality of the paint, but not less than one ounce per gallon.

C. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

1. Proprietary Names: Use of manufacturer's proprietary product names in the Paint Systems Schedule in Part 3 below to designate colors or materials, is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed products to be used.

2. Equivalency: Equivalent products to the specified products are listed in the Master Painter's Institute's "Architectural Painting Specification Manual."

3. Substitution: Requests for substitution of a product or product if a manufacturer is not on the "Approved Product List" will be evaluated for equivalency based on product test results per the test criteria of the Master Painter's Institute.

D. Colors: To match adjoining surfaces and/or colors designated by the Project Manager.

E. Hazard Materials: Do not use paint or paint products containing asbestos, lead, mercury and mercury compounds, zinc chromates, strontium-chromate, and cadmium. Do not use abrasive blast media that contain crystalline silica.

2.02 MISCELLANEOUS MATERIALS

A. Provide patching and repair materials. Compatible with paint finishes and substrates. Use weather resistant materials for exterior surfaces and surfaces exposed to moisture.

B. Accessories

1. General: Provide other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2. Thinners: Thinning of paint shall be done using material recommended by the manufacturer. Do not use compound thinner, mineral oil, kerosene, refined linseed oil, or gasoline for thinning.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.

1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving

paint are thoroughly dry.

a. Ensure that concrete and masonry surfaces are cured and dried to meet paint manufacturer's recommendations.
2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify Project Manager about anticipated problems when using the materials specified over substrates primed by others.

3.02 PREPARATION

A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove dust, oil and grease before cleaning.

1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.

D. Surface Preparation, Cementitious Materials: Prepare concrete, concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.

1. Use abrasive blast-cleaning methods if recommended by paint manufacturer.

2. Determine alkalinity and moisture content of surfaces by performing appropriate tests. Submit test results to Project Manager.

a. Prior to painting, concrete and masonry surfaces shall be allowed to cure and dry in accordance with the paint manufacturer's instructions and recommendations.

b. Efflorescence and laitance shall be removed from the surface.

c. Prior to paint application, interior and exterior concrete and masonry (including grout joints) scheduled to receive paint shall be tested to determine the alkalinity level of the surface. Testing shall be performed in strict accordance with the test kit manufacturer's instructions. Submit test results to the Project Manager.

d. Where the alkalinity level exceeds the pH level limit of the primer take one of the following three remedies at no additional cost to the State:

1) If new concrete or masonry, wait until alkaline level has dropped below the limit.

2) Substitute a primer that is able to resist the measured alkalinity and that is compatible with the paint finish. Alkyd based primers and topcoats or epoxy ester primers shall not be used. Submit the substitute primer to the Project Manager for review.

3) Neutralize the surface in accordance with the primer manufacturer's instructions to reduce the alkaline level. However, acid washing is not permitted where the surface has been finished with a cementitious coating.

E. Surface Preparation, Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

1. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

2. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.

3. If transparent finish is required, backprime with spar varnish.
 4. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on back side.
 5. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
- F. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.
- I. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.03 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only unless otherwise noted.
 6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 8. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
 9. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
 10. Sand lightly between each succeeding enamel or varnish coat.
 11. Ensure primers are top coated within the times required by the paint manufacturers. Topcoats not applied within the recoating window may be rejected.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.

2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.

E. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

F. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

G. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

H. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.

1. Provide satin finish for final coats.

I. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

J. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.04 CLEANING

A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.05 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Project Manager.

B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.06 PAINT SCHEDULE

A. Smooth Wood: Provide the following finish systems over smooth wood siding, wood trim, and other smooth wood surfaces:

1. Acrylic Finish: Two finish coats over a primer.

- a. Primer: Interior wood primer for acrylic enamels. MPI 6; 2.0 mils DFT.

- b. Finish Coats: Interior acrylic paint. MPI 11; 1.5 mils DFT per coat.

c. Finish Coat Gloss Level: semi-gloss.

B. Plywood: Provide the following finish systems over plywood:

1. Acrylic Finish: Two finish coats over a primer.

a. Primer: Interior wood primer for acrylic enamels. MPI 6; 2.0 mils DFT.

b. Finish Coats: Interior acrylic paint. MPI 119; 1.5 mils DFT per coat.

c. Finish Coat Gloss Level: semi-gloss.

B. Wallboard: Provide the following finish systems over wallboard:

1. Acrylic Finish: Two finish coats over a primer.

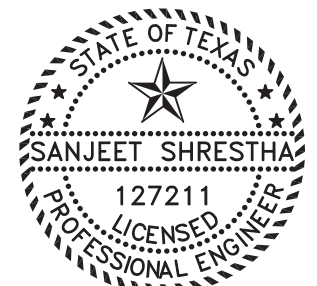
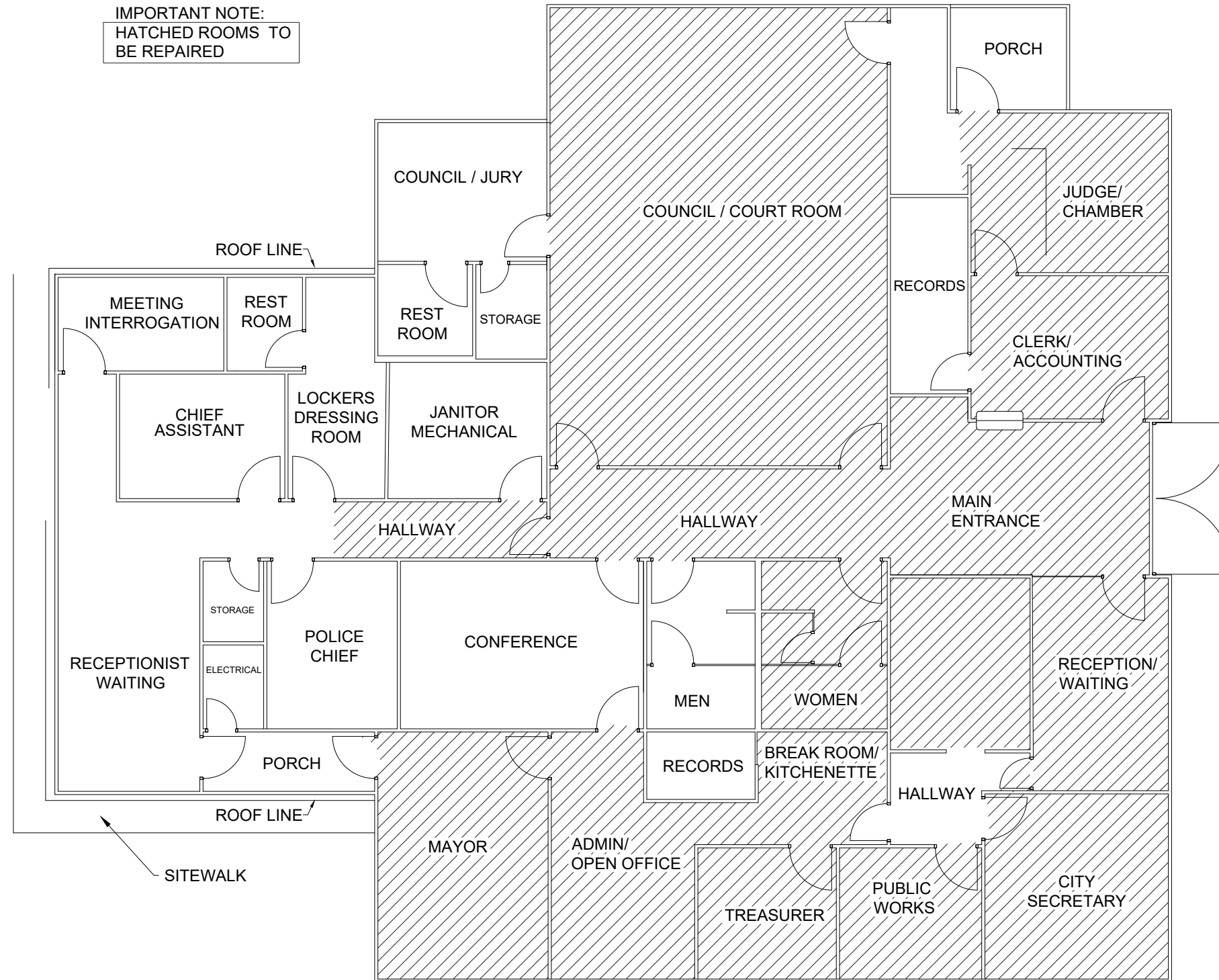
a. Primer: Interior wood primer for acrylic enamels. MPI 6; 2.0 mils DFT.

b. Finish Coats: Interior acrylic paint. MPI 119; 1.5 mils DFT per coat.

c. Finish Coat Gloss Level: semi-gloss.

END OF SECTION

IMPORTANT NOTE:
HATCHED ROOMS TO
BE REPAIRED



Sanjeet Shrestha

08/20/2020

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Revision/Issue	Date



Project:

**PRAIRIE VIEW CITY HALL
BUILDING DAMAGE REPAIRS**

Location:
County: WALLER
State: TEXAS

Client:
44500 BUSINESS HIGHWAY 290
P.O. BOX 817
PRAIRIE VIEW, TX 77466

**PRAIRIE VIEW CITY HALL
FLOOR PLAN**

Scale: N/A

Q/A:
Dagn: SG
Dwn: SG
Chk'd: SS

Sheet:

01 OF 01