

# Academic 1 Repair Curtainwall Leaks Project Number PN 22-175251

# **PROJECT MANUAL**

100% Repair Drawings)

May 1, 2023



Martin/Martin Consulting Engineers 12499 West Colfax Avenue Lakewood, CO 80214 20.0814.S.04

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- 01 18 00 PROJECT UTILITY SOURCES

University of Colorado Denver | Anschutz Medical Campus 22-175251 Academic 1 – Fix Curtain Wall Leaks

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- 01 25 00 SUBSTITUTION PROCEDURES
- 01 26 00 CONTRACT MODIFICATION PROCEDURES
- 01 29 00 PAYMENT PROCEDURES
- 01 31 00 PROJECT MANAGEMENT AND COORDINATION
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#### END OF SECTION 00 01 00

#### SECTION 00 01 04 – PROJECT DIRECTORY

PART 1 - GENERAL

#### 1.1 PROJECT DIRECTORY

A. OWNER/UNIVERSITY
University of Colorado Denver | Anschutz Medical Campus
Campus Services, Mail Stop F418
1945 Wheeling Street, Rm 334
Aurora, CO 80045

B. ENGINEERS Martin/Martin Consulting Engineers 12499 West Colfax Avenue Lakewood, CO 80214 Andy Madsen - PM andy.madsen@cuenschutz.edu

David Villella

dvillella@martinmartin.com

#### END OF SECTION 00 01 04

#### **SECTION 00 11 00**

#### **ADVERTISEMENT FOR BIDS**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section incudes administrative and procedural requirements for project advertisement

#### 1.2 DEFINITIONS

A. ADVERTISEMENT: Posting of project description, requirements, schedule, and related requirements necessary to solicit submittals from contractors.

#### 1.3 ADVERTISEMENT

- A. FORM: State of Colorado form "Advertisement for Bids for Contractor's Agreement Design/Bid/Build" (OSA-AFB-1)
- B. A copy of the above noted form is attached at the end of this section.

#### 1.4 PROCEDURE

A. If project is less than \$25,000 or greater than \$500,000, remove red "Open to SCPP" box.

#### END OF SECTION 00 11 00



ADVERTISEMENT FOR BID Design/Bid/Build State of Colorado University of Colorado Anschutz Medical Campus Notice Number: 22-175251

Notice Status:OPENPublish Date:05/08/2023Revisions:0Revision Publish:N/A

Project #: Project Title: Estimated Construction Cost:

22-175251 AO1 2023-075M22 Repair Ext Curtain Wall \$2,500,000.00

This is a Federal Government funded Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Project. The contractor will need to have a Unique Entity Identification (UEI) number. The contractor can go to the website SAM.gov and obtain a UEI number.

## Settlement Notice

For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. §38-26-107(1).

Final Settlement, if required, will be advertised via electronic media.

## Project Description

The intent of the project is to repair all of the Curtain Walls on the East, South, and West sides of the Administration Office One (AO1) Building at the University of Colorado, Anschutz Medical Campus (12631 East 17<sup>th</sup> Ave, Aurora, CO 80045, AO1 Building) located on the Anschutz Medical Campus.

## Scope of Services

The University of Colorado Anschutz Medical Campus personnel has been working with an architect and engineering team to create the scope of work and 100% complete CD drawings and specifications. All of the Curtain Walls of the AO1 Building on the East, South, and West sides of the AO1 need to be repaired to eliminate water from entering the building. The curtain wall repair work will include replacing parts in the curtain wall system and replacing curtain walls if necessary.

## Minimum Requirements

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

1. Contractor must currently be listed on the University SCPP Pre-Qualified Contractors List at:

https://www.cuanschutz.edu/offices/facilities-management/construction-projects/small-construction-purchase-program

2. Contractor to adhere to University and department scheduling and coordination requirements for shutdown and noise related work.

3. Contractor to execute a procurement phase completing submittal process to ensure materials are delivered to project prior or during construction phase.

4. Bid Bond is required if project exceeds \$50,000; and

## Firms meeting the minimum requirements may obtain the bidding documents on the website accompanying this advertisement.

University of Colorado Denver I Anschutz Medical Campus Facilities Projects- **Request for Proposals** website: <u>https://www.cuanschutz.edu/offices/facilities-management/construction-</u> <u>projects/RFP</u>

Colorado CORE/ColoradoVSS: <a href="https://codpavss.cloud.cgifederal.com/webapp/PRDVSS2x1/AltSelfService">https://codpavss.cloud.cgifederal.com/webapp/PRDVSS2x1/AltSelfService</a>

## **Bid Documents**

Project Bid Documents are available on the Facilities website: https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFP

## Other Information

Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law.

Pre-Bid Meeting (Mandatory)

A mandatory Pre-Bid Meeting will be held at:

Address:12631 East 17th Ave.Room:Northeast Entrance to AO1Date/Time5/24/2023 @ 10:00 AM

Comments: All participants will be asked to submit their questions via email.

## Schedule/Submission Details

1. The schedule of events for the AFB process and an outline of the schedule for the balance of the project is as follows:

Advertisement	05/08/2023
Mandatory Pre-Bid Conference and Tour	05/24/2023 10:00 AM
Date Email Questions Due	05/30/2023 1:00 PM
Date Email Answers Issued	06/02/2023 1:00 PM
Bids Due	06/16/2023 1:00 PM
Bid Results Published (Facilities Project Website)	06/21/2023 2:00 PM
Negotiation of General Contractor Contract	06/21/2023
Contract Approval (projected)	07/05/2023
Anticipated Design Start	Complete
Anticipated Procurement Phase Start	07/10/2023
Anticipated Construction Start	07/17/2023
Anticipated Construction Finish	05/2024

2. All Documented Bids submissions shall be ONE (1) electronic copy PDF received no later than 06/16/2023 @ 1:00 PM, and shall be submitted via email to:

https://ucdenverdata.formstack.com/forms/rfp\_rfq\_submission

- Comments: Late submissions will be rejected without consideration. The University of Colorado Anschutz Medical Campus (GFE) and the State of Colorado assume no responsibility for costs related to the preparation of submittals.
- 3. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the scheduled date and time.

## Point of Contact/Clarification

Name:	Andy Madsen
Agency:	The University of Colorado Anschutz Medical Campus
Phone:	303-880-7569
Email:	Andy.madsen@cuanschutz.edu

## This Notice is also available on the web at:

www.colorado.gov/pacific/osa/cdnotices

Media of Publication(s): University of Colorado Anschutz Medical Campus Facilities Projects Website

Colorado CORE/ColoradoVSS

Publication Dates: 05/08/2023

Appendices:

Appendix A: Information for Bidders (SBP-6.12)

Appendix B: Bid Form (SBP-6.13)

Appendix B2 Bid Bond (SBP-6.14)

## This Notice is also available on the web at:

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Appendices:

Appendix A: Information for Bidders (SBP-6.12)

Appendix B: Bid Form (SBP-6.13)

Appendix B2 Bid Bond (SBP-6.14)

#### SECTION 00 21 13

#### **INFORMATION TO BIDDERS**

#### PART 1 - GENERAL

#### 1.1 INFORMATION TO BIDDERS

- A. State of Colorado form "Information to Bidders" (SBP-6.12).
- B. A copy of the above noted form is attached to the end of this section.

#### END OF SECTION 00 21 13



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

## **INFORMATION FOR BIDDERS**

Institution or Agency:University of Colorado Anschutz Medical CampusProject No./Name:PN 22-175251 / AO1 2023-075M22 Repair Ext Curtain Wall

1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids shall be submitted in sealed envelopes bearing the address and information shown below. If a bid is submitted by mail, this aforementioned sealed envelope should be enclosed in an outer envelope and sent to the following addressee:

#### INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED

The outside of the sealed inner envelope should bear the following information:

Project # - 22-175251 Project Name- AO1 2023-75M22 Repair Ext Curtain Wall Name and Address of Bidder Date of Opening Time of Opening

- 2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
- 3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS. This includes the requirements for apprenticeship and prevailing wage on Public Projects.
- 4. **BID SECURITY**: A bid security of not less than 5% of the bid price is required when the price is estimated to be \$50,000 or more. The security shall be a bond by a surety company, the equivalent in cash, or otherwise supplied in a form satisfactory for the State. Noncompliance requires the bid to be rejected as nonresponsive.
- 5.
- 6. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.
- 7. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.

- 8. **ADDENDA**: Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
- 9. **METHOD OF AWARD LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.
  - A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
  - B. ADDITIVE ALTERNATES: The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
  - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.
- 10. **NOTICE OF CONTRACTOR'S SETTLEMENT** Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

#### **SECTION 00 41 53**

#### **BID FORM**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. 00 43 13 - Bid Bond (SPB-6.14)

#### 1.2 BID FORM

- A. FORM: State of Colorado form "Bid" (SBP-6.13).
- B. A copy of the above noted form is attached to the end of this section.
- C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.

#### 1.3 PROCEDURES

A. The durations for Bidder's Time of Completion shall match the project advertisement duration.

#### END OF SECTION 00 41 53



## STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

OLORADO	BID		
Institution/Agency:	University of Colorado Anschutz Medical Campus		
Project No./Name:	PN 22-175251 / AO1 2023-075M22 Repair Ext Cur	rtain Wall	
Bidder Acknowledges	Receipt of Addenda Numbers:		
•	•	No 🗆	Yes 🗆 If Yes see 3A below
Bidder Anticipates Services outside the United States or Colorado:* Bidder will comply with 80% Colorado Labor on project above \$500,000:		Yes□	No 🗆 If No see 3B below
Bidder is a Service-Disabled Veteran Owned Small Business:*		No 🗆	Yes 🗆 If Yes see 3C below
Base Bid		\$	
(Refer to Bid Alternate Form SC-6.13.1 Attached, If Applicable)			
Bidder's Time of Com	pletion		
a. Time Period from Notice to Proceed to Substantial Completion:		300 E	Days
b. Time Period from S	Substantial Completion to Final Acceptance:	10 E	Days
c. Total Time of Comp	pletion of Entire Project (a + b):	310 E	Days

- **1. BID:** Pursuant to the advertisement by the State of Colorado dated <u>05/08/2023</u> the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
- 2. EXAMINATION OF DOCUMENTS AND SITE: The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
- **3. PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
  - A. If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) \*
  - **B.** For State Public Works projects per C.R.S. 8-17-101, Colorado labor shall be employed to perform at least 80% of the work. Colorado Labor means any person who is a resident of the state of Colorado at the time of the Public Works project. Bidders indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. (Does not apply to any project that receives federal moneys) \*
  - **C.** A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the bid submission. \*
  - **D.** Projects estimated to be \$1 million or more that do not receive federal funds are required to comply with the State Apprenticeship Utilization requirements C.R.S. 24-92-115
  - **E.** Projects estimated to be \$500,000 or more that do not receive federal funds are required to comply with the State Prevailing Wage requirements C.R.S. 24-92-201 through 210.
- 4. BID GUARANTEE: This Bid is accompanied by the required Bid Guarantee. Per C.R.S. §24-105-201 If the construction value is \$50,000 or greater a Bid Bond and Power of Attorney or Proposal Guaranty is required in an amount not less than 5% of the total Bid. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Office of the State Architect, may retain said Bid Guarantee, until the undersigned bidder

has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, and Insurance Policy.

- 5. TIME OF COMPLETION: The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor's Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
- 6. EXECUTION OF DOCUMENTS: The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.
- 7. ALTERNATES: Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.
- 8. Submit wage rates (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.

#### 9. The right is reserved to waive informalities and to reject any and all Bids.

\*Does not apply to projects for Institutions of Higher Education that have opted out of the State Procurement Code.

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this	Day of	, _20	
THE BIDDER:			
Company Name			Address (including city, state and zip)
Phone number:			
Name (Print) and Title			Signature

#### **SECTION 00 43 13**

#### **BID BOND**

#### PART 1 - GENERAL

#### 1.1 BID BOND

- A. FORM: State of Colorado form "Bid Bond" (SBP-6.14).
- B. A copy of the above noted form is attached to the end of this section.

#### 1.2 PROCEDURES

A. This bid bond must be accompanied by Power of Attorney.

#### END OF SECTION 00 43 13



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

## **INFORMATION FOR BIDDERS**

Institution or Agency:University of Colorado Anschutz Medical CampusProject No./Name:PN 22-175251 / AO1 2023-075M22 Repair Ext Curtain Wall

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#### INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED

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Project # - 22-175251 Project Name- AO1 2023-75M22 Repair Ext Curtain Wall Name and Address of Bidder Date of Opening Time of Opening

- 2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
- 3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS. This includes the requirements for apprenticeship and prevailing wage on Public Projects.
- 4. **BID SECURITY**: A bid security of not less than 5% of the bid price is required when the price is estimated to be \$50,000 or more. The security shall be a bond by a surety company, the equivalent in cash, or otherwise supplied in a form satisfactory for the State. Noncompliance requires the bid to be rejected as nonresponsive.
- 5.
- 6. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.
- 7. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.

- 8. **ADDENDA**: Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
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  - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.
- 10. **NOTICE OF CONTRACTOR'S SETTLEMENT** Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

## COLORADO BID BOND

 Institution/Agency:
 University of Colorado Anschutz Medical Campus

 Project No./Name:
 PN 22-175251 / AO1 2023-075M22 Repair Ext Curtain Wall

#### KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, \_\_\_\_\_\_\_\_\_ hereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the "OBLIGEE".

**WHEREAS**, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

**NOW THEREFORE**, the Principal and \_\_\_\_\_\_\_a corporation of the State of \_\_\_\_\_\_\_, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**FURTHER THAT**, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this \_\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_.

(Corporate	Seal)	THE PRINCIPAL		
ATTEST		Company Name		
		Address (including city, state and zip)		
Secretary		Phone		
		number:		
Name (Prin	t)	Signature		
		Name (Print) and Title		
SIGNATURES	If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or Vice President. The signature of the officer shall be attested to by the Secretary and properly sealed.			
	If the "Principal" is an individu	al or a partnership, the Bid Bond shall so indicate and be properly signed.		
	(Corporate Seal)	THE SURETY		
		Ву		
	Secretary	Attorney-in-Fact		
	PROVIDE A PROPERLY EXEC	MPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. CUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY DDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.		

## SUPPLEMENTARY GENERAL CONDITIONS: FEDERAL PROVISIONS

## **1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.
- 1.1. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.2. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.3. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

## 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award does not include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111- 5).
- 2.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. "Contractor" means a non-Federal Entity (or a Federal agency under an Agreement to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Contractor is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Contractor" includes and may be referred to as "Subcontractor". The term does not include an individual who is a beneficiary of a federal program.
- 2.1.4. "Data Universal Numbering System (DUNS) Number" means the nine digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.
- 2.1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C; 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe; 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. "Executive" means an officer, managing partner or any other employee in a management position.
- 2.1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- 2.1.10. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. "Subaward" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. Not used
- 2.1.15. "Contractor Parent UEI Number" means the subrecipient parent organization's 9-digit Universal Entity ID (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
- 2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.
- 2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;

- 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.17.4. Change in present value of defined benefit and actuarial pension plans; 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20 "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.
- 2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **3. COMPLIANCE.**

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

## 4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

## **5. TOTAL COMPENSATION.**

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## 6. REPORTING.

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

## 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient UEI Number;
- 8.1.1.2. Subrecipient UEI Number + 4 if more than one electronic funds transfer (EFT) account;
- 8.1.1.3. Subrecipient Parent UEI Number;
- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 8.1.2.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials (2 CFR 200.322). If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.3 Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

## **10. ACCESS TO RECORDS**

10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## **11. SINGLE AUDIT REQUIREMENTS**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR \$200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records,

supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

## **12. CONTRACT PROVISIONS FOR CONTRACTORS AND SUBCONTRACTORS**

- 12.1. Contractors shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract and any provisions required by 2 CFR 200 Appendix II.
- 12.1.1. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1. 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. 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.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- 12.1.1.1.7. Contractor will include 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- 12.1.2. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and 3145), as Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. Rights to Inventions Made Under a Contract or Contract. If the Federal Award meets the definition of "funding Contract" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Contract," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.
- 12.1.7. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.1.8. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and

are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement of this Agreement.
- 12.1.10 Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 12.1.11 Procurement of Recovered Materials (2 CFR 200.323) See Section 9.2
- 12.1.12 Domestic preference for procurements (2 CFR 200.322) See Section 9.3
- 12.1.13 Real Property Disposition (2 CFR 200.311) When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity.

## **13. CERTIFICATIONS.**

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Contractor to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Contractor fails to meet a requirement of the Federal award. Contractor shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

## **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

## **15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - § By the Federal Awarding Agency or Prime Recipient, if a Contractor fails to comply with the terms and conditions of a Federal Award;

- § By the Federal awarding agency or Prime Recipient, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- § By the Federal awarding agency or Prime Recipient with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- § By the Prime Recipient upon sending to the Federal Awarding Agency or Prime Recipient written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Prime Recipient determines in the case of partial termination that the reduced or modified portion of the Federal Award or Contract will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Prime Recipient may terminate the Federal Award in its entirety; or by the Federal Awarding Agency or Prime Recipient pursuant to termination provisions included in the Federal Award.

#### End of Supplementary General Conditions: Federal Provision

## SLFRF FEDERAL FUNDS CONTRACTOR TERMS AND CONDITIONS

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the	
amount of this grant agreement)	\$3,828,761,790
Approved Expenditure Category	

## FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Approved Expenditure Category \* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund. As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Contractor Name

Authorized Representative:

Title:

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

## SLFRF FEDERAL FUNDS CONTRACTOR TERMS AND CONDITIONS

- 1. Use of Funds.
  - a. Contractor understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Contractor will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2. <u>Period of Performance</u>. The period of performance for this agreement is shown on page one of this Agreement. Contractor may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
- 3. <u>Reporting</u>. Contractor agrees to comply with any reporting obligations established by Treasury as they relate to this agreement. Contractor also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements in writing.
- 4. <u>Maintenance of and Access to Records</u>
  - a. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.
  - c. Records shall be maintained by Contractor for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. <u>Pre-award Costs.</u> Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. <u>Administrative Costs.</u> Contractor may use funds provided under this agreement to cover both direct and indirect costs.
- 7. <u>Conflicts of Interest</u>. Contractors must disclose in writing to the contracting entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

- 8. <u>Compliance with Applicable Law and Regulations</u>.
  - a. Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
    - i. Per US Treasury Final Award requirements, programs and services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

(42 U.S.C. §§ 4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 9. <u>Remedial Actions</u>. In the event of any noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
- Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 11. <u>False Statements.</u> Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative

sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

- 12. <u>Publications</u>. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
- 13. Debts Owed the Federal Government.
  - a. Any funds paid to the Contractor (1) in excess of the amount to which the Contractor is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Contractor shall constitute a debt to the federal government.
  - b. Any debts determined to be owed to the federal government must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 14. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this agreement or any other losses resulting in any way from the performance of this Agreement or any Agreement, or Subcontractor under this award.
  - b. The acceptance of this agreement by Contractor does not in any way establish an agency relationship between the United States and Contractor.
- 15. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 16. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Prime Recipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 17. <u>Reducing Text Messaging While Driving</u>. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Prime Recipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Contractors should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, through the Prime Recipient, the Contractor provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Prime Recipient's residents, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Prime Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Prime Recipient's program(s) and activity(ies), so long as any portion of the Prime Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- 3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <u>http://www.lep.gov</u>.
- 4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance through the Prime Recipient and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.
- 5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Prime Recipients and Contractors of Prime Recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

- 6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Prime Recipient and Contractor, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
- 7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall

comply with information requests, on-site compliance reviews and reporting requirements.

- 8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
- 9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the Contractor makes sub-contracts to other agencies or other entities, the Contractor is responsible for ensuring that sub-contractors also comply with Title VI and other applicable authorities covered in this document Contractors that make sub-contracts must have in place standard contract assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub- contractors.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

#### **SECTION 00 43 23**

#### **BID ALTERNATES FORM**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. 00 41 53 - Bid Form (SPB-6.13).

#### 1.2 BID FORM

- A. FORM: State of Colorado form "Bid Alternates Form" (SBP-6.131).
- B. A copy of the above noted form is attached to the end of this section.
- C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.

#### 1.3 PROCEDURES

A. Fill out each alternate as shown in project documents with associated cost.

#### END OF SECTION 00 43 23



## BID ALTERNATES FORM

Institution/Agency: University of Colorado Anschutz Medical Campus

Project No./Name: PN 22-175251 / AO1 2023-075M22 Repair Ext Curtain Wall

Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

#### Additive Alternates (If Applicable)

Refer to specification section for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	Add \$
A.A. No. 2	Add \$
A.A. No. 3	Add \$
A.A. No. 4	Add \$
A.A. No. 5	Add \$
A.A. No. 6	Add \$
A.A. No. 7	Add \$
A.A. No. 8	Add \$
A.A. No. 9	Add \$
A.A. No. 10	Add \$

#### Deductive Alternates (If Applicable)

Refer to specification section \_\_\_\_\_\_ for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	Deduct \$	
D.A. No. 2	Deduct \$	
D.A. No. 3	Deduct \$	
D.A. No. 4	Deduct \$	
D.A. No. 5	Deduct \$	
D.A. No. 6	Deduct \$	
D.A. No. 7	Deduct \$	
D.A. No. 8	Deduct \$	
D.A. No. 9	Deduct \$	
D.A. No. 10	Deduct \$	

#### THE BIDDER:

Company Name

Signature

Date

#### SECTION 00 43 40

#### CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The form UI-1 shall be provided by all contractors, architect, engineers and consultants directly engaged with the University of Colorado Denver | Anschutz Medical Campus.

#### 1.2 CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHROIZED IMMIGRANTS

- A. FORM: State of Colorado form "CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS" (UI-1).
- B. A copy of the above noted form is attached to the end of this section.

#### END OF SECTION 00 43 40



#### **CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS**

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus
Project No./Name: /

#### A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now knowing employ or contract with and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the <u>"Department Program"</u> administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT CRS 24-76.5-101 (HB 06S-1023)

1. If the Vendor is a **sole proprietor**, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- [\_\_] I am a United States citizen, or
- []]
- I am a Permanent Resident of the United States, or
- [ ] I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this day \_\_\_\_\_.

VENDOR:

Vendor Full Legal Name

BY:

Signature of Authorized Representative

Title

#### SECTION 00 45 17

#### SUBCONTRACTOR PREQUALIFICATION

#### PART 1 - GENERAL

#### 1.1 SUBCONTRACTOR PREQUALIFICATION

- A. FORM: University of Colorado Denver | Anschutz Medical Campus "Subcontractor's Statement of Experience."
- B. A copy of the above noted document is attached to the end of this section.

#### END OF SECTION 00 45 17



**Facilities Management** 

## SUBCONTRACTOR'S STATEMENT OF EXPERIENCE

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

Project # \_\_\_\_\_

Project Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect/Engineer:

• This is a project specific qualification form. Subcontractor must fill this out on each project.

## INDEX OF DOCUMENTS

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**INFORMATION FORM** STATEMENT OF (Subcontractor) ADDRESS \_55\_\_\_\_\_\_(Street or PO Box) (City) (State) (Zip) TELEPHONE/FAX NO. (fax) (telephone) DATE OF EXPERIENCE STATEMENT PRINCIPLE OWNER/OFFICER (Names(s) and Official Title(s)) Please indicate below if your company qualifies as one of the following: Minority Business Enterprise (MBE) YES \_\_\_\_ NO \_\_\_\_ Justification: \_\_\_\_\_ Woman-Owned Business Enterprise (WBE)YES NO Justification: Small Business Enterprise (SBE) YES \_\_\_ NO \_\_\_ Justification: Disadvantaged Business Enterprise (DBE) YES NO Justification:

## TYPES OF WORK

- (1) If you are a General Contractor interested in bidding on all types of construction, mark "All Classes of Construction" only.
- (2) If you are interested in contracting directly with the University for certain types of work only, mark in the column provided after the particular types of work on which you wish to bid.

TYPES OF WORK	MARK WITH (X)
1. All Classes of Construction	
2. General	
3. Mechanical	
4. Electrical	
5. Excavating and Grading	
6. Concrete	
7. Structural Steel	
8. Steel and Miscellaneous Iron	
9. Painting and Decorating	
10. Laboratory Equipment	
11. Elevator Installation	
12. Plumbing	
13. Heating and Ventilating	
14. Air Conditioning	
15. Boiler and Equipment	
16. Environmental (Describe)	
17. Other (Describe)	
18. Other (Describe)	
19. Other (Describe)	
20. Other (Describe)	

### **IDENTIFICATION**

(The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to questions hereinafter made.)

LE	GAL NAME
PR	RINCIPAL OFFICE(Street or PO Box) (City) (State) (Zip)
	A CorporationA CopartnershipAn IndividualCombination
	GENERAL INFORMATION
A.	Are you licensed as a contractor? Yes ( ) No ( )
	Licensed in the name ofLocation (City or State)License No. & Type
В.	How many years has your organization been in business as a contractor under your present business name?
C.	How many years experience in construction work has your organization had? (Type)
	(a) As a prime contractor? (b) As a subcontractor?
D.	Have you or your organization, or any officer or partner thereof, failed to complete a contract?
	If so, give details
E.	If you have a controlling interest in any firms presently qualified with the University, show names thereof:
F.	We normally perform% of the work with our own forces.
	List trades:

Where qualification is based on a combination of several organizations, show the experience and equipment of the combined organizations.

G. Has your firm been involved in any litigation in the past five (5) years? Yes () No () If yes, explain (listing type, kind, plaintiff, defendant, etc. and state the current status).

H. Are there any activities or interests of officers, principle stockholders, or employees of your firm or other factors which would place your firm and the University of Colorado Denver in a position of "Conflict of Interests"?

Yes () No () If yes, or in doubt, explain.

I. Has your firm ever been involved in any bankruptcy action as a bankrupt?

Yes () No () If yes, explain.

## PERSONNEL OF ORGANIZATION

\_

1. Name the persons with whom you have been associated in business as partners or business associates in each of the last five (5) years.

2. Show the construction experience of the principal individuals of your present organization in the following tabulation:

Individual's Name	Present Position or Office in Your Organization	Years of Construction Experience	Magnitudes and Type of Work	In What Capacity

## PROJECT EXPERIENCE

Show the projects your organization has completed during the last five years in the following tabulation:

Year Completed	Project	Type of Work (See Page 2)	Location	Contract Value	Contracting Authority	In what Capacity

## WORK CURRENTLY UNDER CONTRACT

Expected Completio n Date	Project	Type of Work (See Page 1)	Location	Contrac t Value	Contracting Authority	Architect or Engineer

## SURETIES

List the Surety Companies that have bonded your work for the past five (5) years:

Name of Surety and Name and Address of Agent	Project and Location	Period of Bond From	Period of Bond To	General Comments

## CORPORATION / CO-PARTNERSHIP

CORPORATION: (If a corporation, answe	r this:)		
When Incorporated			
In What State			
President's Name			
Vice President's Name			
Secretary's Name			
Treasurer's Name			
CO-PARTNERSHIP: (If a co-partnership, ans	wer this:)		
Date of Organization			
State whether partnersh	ip is general,	limited, or associa	tion
Name and address of ea	ach partner:		
(name)		(name)	
(address)		(address)	

WHERE QUALIFICATION IS BASED ON A COMBINATION OF ORGANIZATIONS, THE APPROPRIATE (ATTACHED) AFFIDAVITS MUST BE EXECUTED FOR EACH MEMBER OF SUCH COMBINATION.

## AFFIDAVIT FOR CORPORATION

certifies and says: That he is (Name of officer)

\_\_\_\_\_of the \_\_\_\_\_\_ (Official capacity)

corporation submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

NOTE: Use full corporate name and attach corporate seal here. (Officer must sign here)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.

## AFFIDAVIT FOR CO-PARTNERSHIP

\_\_\_\_\_ certifies and says: That he/she is a partner of (Name of partner)

the partnership of \_\_\_\_\_: That said partnership (Name of Firm)

submitted this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent the condition of said firm in any substantial respect, it will refrain from further bidding on University work until they shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

The foregoing statement and affidavit are hereby offered.

(Member of Firm must sign here)

(Title)

(Remaining members of Firm sign here)

(Name of Firm)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.

## AFFIDAVIT FOR INDIVIDUAL

\_\_\_\_\_doing business \_\_\_\_\_\_ (Name of individual) (Name of Firm)

certifies and says: That he/she is the person submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect. (Applicant must sign here)

### **BIDDING INFORMATION**

## QUALIFICATION

The University of Colorado Denver will qualify or disqualify a Subcontractor on the basis of:

- (1) The information contained in this statement and
- (2) Past contract experience with the University.

### NOTIFICATION

The University of Colorado Denver will, in writing, notify Contractors of their qualification or disqualification.

#### SECTION 00 51 00

#### NOTICE OF AWARD (D/B/B)

#### PART 1 - GENERAL

#### 1.1 NOTICE OF AWARD

- A. FORM: State of Colorado form "Notice of Award" (SBP-6.15) for Design/Bid/Build Agreements.
- B. Copies of the above noted form is attached to the end of this section.

#### END OF SECTION 00 51 00



## NOTICE OF AWARD

(Design/Bid/Build and Design/Build Lump Sum Agreements)

Date of Notice:	
	Date to be inserted by the Agency/Institution
Agency/Institution:	University of Colorado Denver   Anschutz Medical Campus
Project No./Name:	

TO:

The State of Colorado, represented by the undersigned, has considered the Proposals submitted for the above described work.

Your Proposal, deemed to be in the best interest of the State of Colorado, in the amount of \_\_\_\_\_\_ DOLLARS AND NO/100\* (\$\_\_\_\_\_\*) is hereby accepted, pending final execution of the Agreement.

You **are** required to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants and Labor Overhead (Direct Labor Burdens) for Work performed by Contractor and major Subcontractors within ten (10) days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants, and Labor Overhead (Direct Labor Burdens) as described above within ten (10) days from the date of this Notice, the State Controller is entitled to retain the amount of the Proposal Guaranty submitted with your Proposal as Liquidated Damages. In this event, the right is reserved to consider all of your rights arising out of the acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the Project, or otherwise dispose thereof.

By

State Buildings Programs (or Authorized Delegate) By\_

(Agency/Institution)

Principal Representative Date

When completely executed, this form is to be sent by <u>certified mail</u> to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.

Date

#### SECTION 00 52 53.05

#### CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. A sample copy of the above noted form is attached to the end of this section.

#### 1.2 CONTRACOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT

- A. FORM: State of Colorado form "Contractor's Design/Bid/Build (D/B/B) Agreement" (SC-6.21).
- B. A copy of the above noted document is attached to the end of this section.

#### END OF SECTION 00 52 53.05



# **CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT** (STATE FORM SC-6.21)

-

### CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT

(STATE FORM SC-6.21)

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### EXHIBITS:

- **A.** Contractor's Bid (Form SC-6.13)
- **B.** Performance Bond (Form SC-6.22)
- **C.** Labor and Material Payment Bond (Form SC-6.221)
- D. Insurance Certificates
- **E.** Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI 1), (required at contract signing prior to commencing work)
- F. Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections.

CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT (STATE FORM SC-6.21)

Department ID: Contract ID #: Project #:

**1. PARTIES**. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the <u>(agency)</u>, hereinafter referred to as the Principal Representative, and <u>(vendor name)</u> having its offices at <u>(vendor address)</u> hereinafter referred to as the Contractor.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.** This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

#### RECITALS:

**WHEREAS**, the Principal Representative intends to procure <u>(project name)</u> hereinafter called the Project; and

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment In Fund Number , Account Number ; and

WHEREAS, this is a phase one waived contract, waiver number 156 Contractors Agreement for Capital Construction Form SC6.21.

WITNESSETH, that the State of Colorado and the Contractor agree as follows:

#### **ARTICLE 1. PERFORMANCE OF THE WORK**

The Contractor shall perform all of the Work required for the complete and prompt execution of everything described or shown in, or reasonably implied from the Contract Documents for the above referenced Project.

#### ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS

The Contractor agrees to perform the Work to the highest industry standards and to the satisfaction of the State of Colorado and its Architect/Engineer in strict accordance with the provisions of the Contract Documents.

#### ARTICLE 3. TIME OF COMPLETION

The Contractor agrees to Substantially Complete the Project within \_\_\_\_\_ calendar days from the date of the Notice to Proceed, in addition, the Contractor agrees to finally complete the Project from Substantial Completion to Final Acceptance within \_\_\_\_ calendar days for a total time of completion of the entire Project of \_\_\_\_ calendar days. The Contractor shall perform the Work with due diligence to completion.

#### ARTICLE 4. ESSENTIAL CONDITION

Timely completion of the Project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 7.4 for failure to satisfactorily complete the Work within the time periods in Article 3 above.

## ARTICLE 5. CONTRACT SUM

The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Construction Contract SC-6.23, the sum of \_\_\_\_\_\_ DOLLARS AND NO/100\* (\$\_\_\_\_\_\*).

## ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, as enumerated in Article 1 of The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement SC-6.23, are all essential parts of this Agreement and are fully incorporated herein.

#### ARTICLE 7. OPTIONAL PROVISIONS AND ELECTIONS

The provisions of this Article 7 alter the Articles (The General Conditions of the Contractor's Design/Bid/Build Agreement SC-6.23) or enlarge upon them as indicated:

The Principal Representative and or the State Buildings Program shall mark boxes and initial where applicable.

## 1. MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

If the box below is marked the six month guarantee inspection is not required.

Principal Representative initial

#### 2. MODIFICATION OF ARTICLE 27. LABOR AND WAGES

If the box is marked the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

Principal Representative initial

## 3. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

If the box is marked, and initialed by the State as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, shall be deleted in its entirety and all references to the right to the same where ever they appear in the contract shall be similarly deleted.

The box may be marked only for projects with an estimated value of less than \$500,000.

Principal Representative initial

## 4. MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If an amount is indicated immediately below, liquidated damages shall be applicable to this Project as, and to, the extent shown below. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of The General Conditions of the Design/Bid/Build Agreement Article 46, Time of Completion And Liquidated Damages, in the amounts and as here indicated. The election of liquidated damages shall limit and control the parties right to damages only to the extent noted.

4.1. For the inability to use the Project, for each day after the number of calendar days specified in the Contractor's bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to

<sup>(\$)</sup> shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

4.2. For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor's bid for the Project and the Agreement to finally complete the Project as defined by the issuance of the Notice of Final Acceptance) after the issuance of the final Notice of Substantial Completion, the Contractor agrees that an amount equal to \_\_\_\_\_\_\_(\$) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

### **ARTICLE 8. NOTICE IDENTIFICATION**

All Notices pertaining to General Conditions or otherwise required to be given shall be transmitted in writing, to the individuals at the addresses listed below, and shall be deemed duly given when received by the parties at their addresses below or any subsequent persons or addresses provided to the other party in writing.

Notice to Principal Representative:

With copies to (State Buildings Program (or Delegate) State of Colorado):

Notice to Contractor:

With copies to:

### SIGNATURE APPROVALS:

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

\*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect. **Principal is not a recognized title and will not be accepted** 

THE CONTRACTOR	<b>STATE OF COLORADO</b> , acting by and through: (Insert Name of Agency or IHE)	
Legal Name of Contracting Entity	By: (Insert Name & Title of Principal Representative for Agency or IHE)	
	Date:	
*Signature By Name (print) Title	APPROVED DEPARTMENT OF PERSONNEL & ADMINISTRATION STATE BUILDINGS PROGRAM State Architect (or authorized Delegate)	
Date:	By: (Insert Name of Authorized Individual)	
	Date:	
ALL CONTRACTS MUST BE APPROVE C.R.S. § 24-30-202 requires the State Controller to approve all State Con State Controller or delegate. Contractor is not authorized to begin perforr the State of Colorado is not obligated to pay Contactor for such perf	tracts. This Contract is not valid until signed and dated below by the nance until such time. If Contractor begins performing prior thereto,	

#### **APPROVED:**

STATE OF COLORADO STATE CONTROLLER'S OFFICE State Controller (or authorized Delegate)

By:

(Insert Name & Title of Authorized Individual)

Date:

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT A

CONTRACTOR'S BID (Form SBP-6.13)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

EXHIBIT B

PERFORMANCE BOND (Form SC-6.22)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

EXHIBIT D

INSURANCE CERTIFICATE(S) (attached)

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT E

**Certification and Affidavit Regarding Unauthorized Immigrants** (State Form UI-1), (required at contract signing prior to commencing work)
#### STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

# EXHIBIT F

Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections

# SECTION 00 55 01

#### NOTICE TO PROCEED TO COMMENCE CONSTRUCTION PHASE

#### PART 1 - GENERAL

# 1.1 NOTICE TO PROCEED

- A. FORM: State of Colorado form "Notice To Proceed To Commence Construction Phase (CM/GC Contract)" (SBP-7.26).
- B. A copy of the above noted form is attached to the end of this section.

### END OF SECTION 00 55 01



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# NOTICE TO PROCEED TO COMMENCE CONSTRUCTION PHASE (CM/GC CONTRACT)

ate of Notice:
Date to be inserted by the Principal Representative
nendment No./Date:
d Package(s) No.:
stitution/Agency:
oject No./Name:

Attach Notice of Code Compliance from Code Review Agent/Building Official for Documents Listed Above

To:

This is to advise you that your Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, and Affidavit Regarding Unauthorized Immigrants have been received. Our issuance of this Notice does not relieve you of responsibility to assure that the bond and insurance requirements of the Contract Documents are met for the duration of the Agreement. The Amendment # \_\_\_\_\_\_ for the above described work has been fully executed.

You are hereby authorized and directed to proceed within ten (10) days from date of this Authorization as required in the Agreement. Any liquidated damages for failure to achieve Substantial Completion by the date agreed that may be applicable to this contract will be calculated using the date of this Notice for the date of the commencement of the Work.

Ву

State Buildings Program (or Authorized Delegate) Date

By \_\_\_\_\_ Principal Representative (Institution or Agency)

Date

When completely executed, this form is to be sent by <u>certified mail</u> to the Construction Manager by the Principal Representative; or delivered by any other means to which the parties agree.

## SECTION 00 61 13.13

#### PERFORMANCE BOND

#### PART 1 - GENERAL

# 1.1 PERFORMANCE BOND

- A. FORM: State of Colorado form "Performance Bond" (SC-6.22).
- B. A copy of the above noted form is attached to the end of this section.

#### 1.2 PROCEDURE

- A. Performance Bond is required for construction values of \$150,000 or more.
- B. This bond must be accompanied by Power of Attorney.

# **END OF SECTION 00 61 13.13**



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# PERFORMANCE BOND

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus
Project No./Name:

# BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

# KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract any extensions thereof that may be granted by the Principal Representative with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be, and declared by the Principal Representative to be in default under said Contract, the State of Colorado having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the Principal Representative for completing the Contract in accordance with its terms and conditions, and upon determination by the Principal Representative and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the State of Colorado acting by and through the Principal Representative and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term "balance of the contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the State of Colorado to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the State of Colorado.

	WHEREOF said Principal	nd Surety have executed this Bond, thisdayday
	(Corporate Seal)	THE PRINCIPAL
ATTEST:		Ву:
	Secretary	Title:
	(Corporate Seal)	SURETY
		Ву:
		Attorney-in-fact
THIS BO	OND MUST BE ACCOMPA	NIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful payment for all labor and material of the contract.

# SECTION 00 61 13.16

#### LABOR AND MATERIAL BOND

## PART 1 - GENERAL

#### 1.1 LABOR AND MATERIAL BOND

- A. FORM: State of Colorado form "Labor and Material Bond" (SC-6.221).
- B. A copy of the above noted form is attached to the end of this section.

#### 1.2 PROCEDURES

- A. Labor and Material Bond is required for construction values of \$150,000 or more.
- B. This bond must be accompanied by Power of Attorney.

## **END OF SECTION 00 61 13.16**



# STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# LABOR AND MATERIAL BOND

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus Project No./Name:

### BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of \_\_\_\_\_\_ are held and firmly bound unto the STATE OF COLORADO

acting by and through <u>Board of Regents of the University of Colorado, a body corporate, for and on behalf</u> of the University of Colorado Denver, hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_

together with interest at the rate of eight per cent (8%) per annum on all payments becoming due in accordance with said Contract, from the time such payments shall become due until such payment shall be made, for the payment of which, well and truly made to the Obligees, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

**WHEREAS**, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated \_\_\_\_\_\_, 20\_\_\_\_ for the construction of a PROJECT described as

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and the Surety shall fully indemnify and save harmless the State of Colorado and the Principal Representative from and against any and all costs and damages, including patent infringements, which either may suffer by reason of any failure or failures of the Principal promptly and faithfully to perform all terms and conditions of said Contract and shall fully reimburse and repay the State of Colorado and the Principal Representative all outlay and expense which the State of Colorado and the Principal Representative may incur in making good any such failure or failures, and further, if the Principal and his subcontractors shall duly and promptly pay for any and all labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies which have been or shall be used or consumed by said Principal or his subcontractors in the performance of the work of said Contract, and it said Principal shall duly and promptly pay all his subcontractors the sums due them for any and all materials, rental machinery, tools, or equipment and labor that have been or shall be furnished, supplied, performed or used in connection with performance of said Contract, and shall also fully indemnify and save harmless the State of Colorado and the Principal Representative to the extent of any and all expenditures which either or both of them may be required to make by reason of any failures or defaults by the Principal or any subcontractor in connection with such payments; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is expressly understood and agreed that any alterations which may be made in the terms of said Contract or in the work to be done under said Contract, or any extension(s) of time for the performance of the Contract, or any forebearance on the part of either the State of Colorado or the Principal to any of the others, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this	day of _
, A.D., 20	

(Corporate Seal)	THE PRINCIPAL
ATTEST: Secretary	By:
(Corporate Seal)	SURETY
	By:Attorney-in-fact
THIS BOND MUST BE ACCOMPANIED BY PO	OWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.

# SECTION 00 62 16

### **CERTIFICATE OF INSURNACE**

PART 1 - GENERAL

# 1.1 CERTIFICATE OF INSURANCE

- A. Sample Certificate of Liability Insurance and language.
- B. Sample Evidence of Property Insurance (Builder's Risk)
- C. A copy of the above noted forms are attached to the end of this section.

### END OF SECTION 00 62 16



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) CURRENT DATE

									00141		
C B	HIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	VEL' URA	Y OR	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED B	Y THE	<b>POLICIES</b>	
lf	MPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject his certificate does not confer rights to	to tł	ne tei	rms and conditions of th	ne polic	certain p	olicies may				
	DUCER	5 the	cert	incate holder in neu of st	CONTA		).				
	OMPANY				NAME: PHONE			FAX			
	DRESS				(A/C, No E-MAIL ADDRE			(A/C, No):			
	TY, STATE, ZIP CODE				ADDRE			NDING COVERAGE		NAIC #	
	, , ,				INSURE						
INSU	URED				INSURE						
	INSURED NAME				INSURE						
	INSURED ADDRESS				INSURE	RD:					
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	e Automobile, Workers Compensation ar niversity of Colorado, a Body Corporate.	nd Pr	ofess	ional Liability policies are e	endorse	ed to include a	a Waiver of S	ubrogation in favor of The	Regen	ts of the	
	iversity of colorado, a body corporate.										
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	1945 North Wheeling Street,	Cam	pus N	√lail stop F-418	AUTHO	RIZED REPRESE	NTATIVE				
	Aurora, CO 80045	Jam	-740 N		Authorized Representative Signature						



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

			CUR	RENTIEXT
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER O ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AF COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER	FIRMATIVELY OR NEGATI	VELY AMEND, E ONSTITUTE A (	XTEND OR ALTE	ER THE
AGENCY PHONE (A/C, No, Ext):	COMPANY			
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AGENCY CUSTOMER ID #:				
INSURED	LOAN NUMBER		POLICY NUMBER	
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INSURED ADDRESS	EFFECTIVE DATE	EFFECTIVE DATE EXPIRATION DATE CONTINUED UNTIL		
INSURED CITY, STATE, ZIP CODE	01/01/2019	01/01/2020		TED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE	E DATED:		
PROPERTY INFORMATION	1			
LOCATION OF PROJECT				
Builders Risk is required for new buildings or alterations to existing buildings				
and for materials and equipment to be installed in existing structures.				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY C EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH P	ONTRACT OR OTHER DOC THE INSURANCE AFFORDE	UMENT WITH RI	ESPECT TO WHIC	CH THIS D HEREIN IS
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RE: Specific Project				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	EFORE THE EXPIRATION	DATE THEREOF	, NOTICE WILL E	BE
ADDITIONAL INTEREST				
NAME AND ADDRESS	ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAY		DSS PAYEE
The Regents of the University of Colorado	LOAN #		-	
Attn: Project Management				
1945 North Wheeling Street, Campus Mail stop F-418	AUTHORIZED REPRESENTATIVE			
Aurora, CO 80045	AUTHORIZED REPRESEN	TATIVE SIGNAT	URE	
ACORD 27 (2016/03)	© 1993-201	5 ACORD CORE	PORATION. All r	rights reserved

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#### SECTION 01 00 00 - GENERAL REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Design Requirements:
  - 1. Designer Responsibility: Based on a series of meetings with the University Project Manager and applicable University staff, draft Division 01 Specification Sections consistent with State of Colorado Construction Contract provisions, General and Supplementary Conditions of the Contract, including requirements for administrative procedures consistent with the size and scope of the project.
  - 2. Content for DIVISION 00 & 01:
    - a. Include all DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS campus standards as applicable per the default inclusion matrix show in DIVISION 010000 TABLE OF CONTENTS for the correct project type.
    - b. Include all DIVISION 01 GENERAL REQUIREMENTS campus standards as outlined in the DIVISION 010000 TABLE OF CONTENTS. Coordinate with University Project Manager to determine applicability of each Division and any necessary modifications.

#### PART 2 - CHANGE LOG

7/1/2021 Updated Part 1, 1.1, A, 2.

#### END OF SECTION 01 00 00

#### **SECTION 01 10 00**

#### SUMMARY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work by University.
  - 4. Work under separate contracts.
  - 5. University-furnished and installed products.
  - 6. University-furnished, Contractor-installed products.
  - 7. Access to site.
  - 8. Coordination with occupants.
  - 9. Work restrictions.
  - 10. Specification and drawing conventions.
- B. Related Requirements:
  - 1. Section 01 35 46 "Indoor Air Quality Procedures" for requirements and procedures related to maintaining air quality in adjacent occupied spaces and buildings.
  - 2. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of University's facilities and for the provision of temporary construction barriers and dust partitions.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Academic 1 Fix Curtain Wall Leaks 22-175251.
  - 1. Project Location: 21631 East 17<sup>th</sup> Avenue, Aurora, Colorado 80045.
- B. Principal Representation: University of Colorado Denver.
  - 1. University's Representative: Andy Madsen

Email: <u>andy.madsen@cuanschutz.edu</u>

Mobile Phone: 303.880.7569

#### C. Engineer: Martin/Martin Consulting Engineers

**Project Manager: David Villella** <

Email: dvillella@martinmartin.com

Mobile Phone: 303.888.2076

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and, in summary, briefly consists of the following:
  - 1. The area designated on the drawing elevations as "MOCKUP AND TEST LOCATION"
    - a. Remove glass and gaskets
    - b. Install new gaskets
    - c. Seal gaskets corners
    - d. Install sealants as identified on the repair drawing details.

#### 1.5 WORK BY UNIVERSITY

A. General: Cooperate fully with University so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by University. Coordinate the Work of this Contract with work performed by University.

#### 1.6 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

#### 1.7 ACCESS TO SITE

- A. General: Contractor shall have limited and restricted use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Adjust means and methods of construction based on site limits and restrictions.
  - 2. Locate staging areas only where permitted by University.
  - 3. As part of this Project, replace damaged lawns, sprinkler systems, sidewalks and any other existing site improvements within staging area and access ways.
- C. Construction Access and Travel:
  - 1. Use only those entrances, exits, and travel ways on campus roads and within the building designated by University. Contractor's personnel are not permitted in non-designated areas of University's existing facilities. Use only designated travel ways for transporting demolition materials, new construction materials, tools, and equipment.

- 2. Use of other than designated travel ways on campus roads and within existing buildings requires a minimum of 20 business days prior approval by University.
  - a. Request variations to traffic flow including temporary fire lane, parking lot, sidewalk and road closures, regulatory signage, and traffic control devices in accordance with University "Procedure for Approval of Regulatory Signage, Traffic Control Devices and for Street Closures at the Anschutz Medical Campus" and "AMC Campus Street and Parking Lot Closure Request" available through University Project Manager.
- 3. Access to the site will be as permitted by the University. Prearrange delivery and use of cranes, heavy trucks and other heavy equipment at least 72 hours prior to need through the University's Project Manager and University Police.
- 4. Maintain access to fire lanes and campus operations at all times. Provide flag personnel during the ingress or egress of large equipment.
  - a. When fire lanes and/or access way must be temporarily disrupted notify University Police and University Parking and Transportation at least 20 business days in advance and reconfirm 72 hours in advance through the University's Project Manager.
- 5. Arrange for and obtain all necessary permits from City of Aurora for any disruption to or temporary closures of public city streets. Coordinate procurement of permits with Anschutz Medical Campus Liaison and University Project Manager.
- D. Construction Parking:
  - 1. General: Contractor must pay for all parking and, if available, may be assigned parking spaces in designated contractor parking lots. Parking in lots designated for visitors and patients is not permitted. Make arrangements for designated spaces and payment for long term parking with University Parking Services through the University Project Manager.
  - 2. Provide temporary parking or use designated areas of University's existing parking areas as applicable to the Project and in accordance with the following:
    - a. All parking on University property, including parking on University owned streets, is under the exclusive control and authority of University Parking and Transportation Services. Direct policy question to the department at (303) 724-2555.
    - b. There is no free parking on campus. Displacement or use of existing parking spaces by Contractor, either for parking or for staging, is a Contractor cost.
    - c. Use of existing parking spaces or other areas outside of Contractor's staging area must be approved in advance by University Parking and Transportation Services.
    - d. University Parking and Transportation Services may require and issue parking permits through the University Project Manager. Permits must be displayed and visible at all times while parked on the campus. Failure to display a permit will result in citations being written and possible removal of the vehicle from University property.
    - e. Keep all designated parking areas clean and free of litter and debris. University reserves the right to direct Contractor to clean areas not kept clean and orderly.
    - f. University Parking and Transportation Services may change parking assignments as deemed necessary, restrict the use of any space(s) or lot(s) at any time, and determine the hours of control and mode of operations for any parking area at any time. University Parking and Transportation Services may deny or revoke parking privileges to any person when deemed necessary and/or considered to be in the best interests of the University.
  - 3. Parking on University property is at the Contractor's own risk. The University and any entity affiliated with it are not responsible for fire, theft, and damage to or loss of contractor's or subcontractor's vehicle or any article left therein. Only a license is granted to the user and no bailment is created.

E. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

### 1.8 COORDINATION WITH OCCUPANTS

- A. University may occupy site and both existing and adjacent building(s) during entire construction period. Cooperate with University during construction and sequence operations to minimize conflicts and facilitate University usage. Perform the Work so as not to interfere with University's day-to-day operations.
  - 1. Maintain existing exits from existing and adjacent building, unless otherwise indicated.
  - 2. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from University and approval of authorities having jurisdiction.
  - 3. Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of University's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
  - 4. Coordinate with University Project Manager to schedule jack hammering or activities producing dusty conditions, excessive fumes or odors during off-hours.
  - 5. When work must be accomplished in areas containing existing furniture, upon a minimum of 3 business days notification of the University Project Manager, University will remove or relocate existing furniture.
  - 6. Provide not less than 72 hours' notice to University Project Manager of activities that will affect University's operations. University Project Manager will coordinate with campus tenants.
    - a. Refer to "Work Restrictions" Article of this Section for procedures and notification requirements related to utility interruptions.
  - 7. Provide temporary barriers and partitions, or other means as required to protect occupants of existing building and the general public from injury due to construction activities. Prevent the spread of dust and dirt to adjacent occupied areas and building.

#### 1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  - 2. In planning and executing the Work, take into consideration the special needs of University patient care, teaching and research settings, for example, supply of critical utilities, noise and dust control, access to existing loading docks, occupied buildings, etc.
- B. Normal Working Hours: Limit work to normal working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday.
  - 1. Notify University Project Manager of all proposed work outside of normal working hours. Include dates, times, names and contact information for contractors and subcontractor performing the Work with notification. University Project Manager will notify, as appropriate, other University personnel and departments including, but not limited to, Building Maintenance and Operations (BMO) Directors, BMO assigned representative, Campus Police and Facilities Management.
- C. Noise and Vibration: Coordinate operations that may result in high levels of noise and vibration, or other disruption to University occupancy with University.

- 1. Noise during Normal Working Hours: Identify potentially disruptive construction activities at weekly Progress Meeting and adjust active time of day to reduce significant impacts on occupants.
- 2. Noise outside Normal Working Hours: Schedule construction work or demolition work outside of normal working hours with University Project Manager at minimum of 72 hours in advance.
  - a. The maximum permissible noise level is 75 decibels (dBA), measured at the adjacent property line.
- D. Contractor Identification:
  - 1. Supervisory staff for the primary contractor must obtain an identification badge at the University Anschutz Medical Center (AMC) Building 500. Submit the University Access Control Badge Application form through University Project Manager. Submitted forms shall be complete with all required information including a letter on company letterhead confirming employee status with company and stating whether the company completes background testing and/or drug screening. Contractor supervision must display badge on site during construction activities.
  - 2. To the greatest extent possible, Contractor's and subcontractor's employees must wear a recognizable logo shirt or hardhat identifying them as members of the contractor's work force.
- E. Use of Existing Elevators: Use "freight" elevators only and protect finishes during transport. Restrict use exclusively to time required to move construction materials.
  - 1. Do not block corridors, aisles, passageways, or doors leading to elevator except as, and only to the extent approved by University Project Manager.
- F. Keys: Submit written request to University Project Manager on University Key Request Form.
  - 1. To the extent the need for keys is demonstrated and required to complete the Work, University Project Manager will issue keys to Contractor.
  - 2. Contractor is responsible for all costs related to lost or non-returned keys.
  - 3. Electrical, mechanical and sensitive research space may require University escort in lieu of issuing keys.
- G. Dock Deliveries: Restrict use exclusively to time required to unload and move construction materials.
- H. Existing Utility Interruptions: Do not interrupt water, sewer, plumbing, gas, steam, chilled water, oxygen, HVAC, electrical power, lighting, telephone and other related utilities serving facilities occupied by University without prior notice to and approval by the University. Coordinate and schedule interruptions in advance through the University Project Manager in strict conformance with University Utility Interruption/Outage Request Procedure.
  - 1. Form of Notice: University Utility Interruption and Start-up Request form.
  - 2. Time of Notice: Notice for major and minor outages as defined by the Utility Interruption/Outage Request Procedure is 8 business days for minor outages and 31 business days for major outages.
- I. Fire Alarm and Fire Sprinkler Interruptions: When construction activities require interruption of fire alarm or fire sprinkler service, or when dust from construction activities is likely to cause accidental alarm, advise University Project Manager who will submit an interruption request.
  - 1. Form of Notice: University Fire Alarm/Sprinkler Disable Request Form.
  - 2. Time of Notice: Prior to noon on the day before the anticipated interruption.
- J. Nonsmoking Campus: Smoking, chewing tobacco, and other related tobacco product use is not permitted at any location on campus or on any adjacent property.

- K. University Policies Applying to All Contractors: Comply with University policies applying to contractors including drug policy, sexual harassment policy and tobacco free policy. Obtain copies of University policies from University Project Manager.
  - 1. Controlled Substances: Use of tobacco products and other controlled substances on Project site and surrounding Campus is not permitted.
- L. Designated Eating Areas: Restrict consumption of food on project site to designated eating areas as approved by University Project Manager.

### 1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
  - 3. Words in the singular number include the plural and those in the plural include the singular.
  - 4. Words of any gender include any other gender.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products may be identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

# END OF SECTION 01 10 00

### **SECTION 01 18 00**

#### **PROJECT UTILITY SOURCES**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes matrix of utility sources applicable to Project.

#### 1.3 QUALITY ASSURANCE

A. Comply with utility company and regulatory agency codes, standards, and guidelines for the provision of new or extension of exiting utilities.

#### 1.4 UTILITY SOURCE MATRIX

A. The following matrix summarizes utility responsible for provision of utility service:

	AMC				DC		AMC		DC	
	Trunk		In Tract		Trunk	In Tract	Trunk	In Tract	Trunk	In Tract
Steam	University	Note 1	Developer		Xcel	University	University	University	DW	University
Chilled Water	University	Note 1	Developer		NA	University	University	University	NA	University
Electricity	University	Note 2	Developer		Xcel	University	University	University	DW	University
Storm Drainage	COA		Developer		DW	University	University/ COA Note 5	University	DW	University
Sanitary Sewer	COA		Developer		DW	University	University/ COA Note 5	University	DW	University
Water	COA		Developer		DW	University	University/ COA <i>Note 5</i>	University	DW	University
Telecommunications	University	Note 3	Developer	Note 3	University	University	University	University	DW	University
Natural Gas	Xcel	Note 4	Developer		Xcel	University	University	University	DW	University
University: University of Colorado Denv			<i>Note 1</i> : University owns Trunk steam and chilled water from CUP to vault							
COA: City of Aurora			Note 2: University owns Trunk electrical from switch gear to manhole							
<b>DW:</b> Denver Water				<b>ote 3</b> : University owns Trunk telecom ductbank from main switch to manhole. eveloper owns cable from switch to building						
			Note 4: Xcel	ote 4: Xcel has license agreement with University						
Developer:			Note 5: Univ	<i>lote 5</i> : University and COA jointly permit						
University, TCH, UCH lines are owned by th they are feed										

# END OF SECTION 01 18 00

#### SECTION 01 23 00

#### ALTERNATES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

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

#### 1.4 PROCEDURES

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

# PART 2 - EXECUTION

# 2.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: None
- B. END OF SECTION 01 23 00

#### SECTION 01 25 00

#### SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for products selected under an allowance, if applicable.
  - 2. Section 01 23 00 "Alternates" for products selected under an alternate, if applicable.
  - 3. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit each request for consideration in format and quantities specified in Section 01 33 00 "Submittal Procedures". Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A or Contractor-generated form with substantially the same information.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by University and separate contractors that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- 1. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect/Engineer's Action: If necessary, Architect/Engineer in consultation with the University will request additional information or documentation for evaluation within seven calendar days of receipt of a request for substitution. Architect/Engineer in consultation with the University will notify Contractor of acceptance or rejection of proposed substitution within 14 calendar days of receipt of request, or seven calendar days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order.
  - b. Use product specified if Architect/Engineer does not issue a decision on use of a proposed substitution within time allocated.

#### 1.5 QUALITY ASSURANCE

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

#### 1.6 PROCEDURES

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

#### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 14 calendar days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect/Engineer in consultation with the University will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

#### END OF SECTION 01 25 00

### SECTION 01 26 00

#### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
  - 2. Construction Manager/General Contractor Agreement CMGC, State Form SC-6.4 for definitions and contractual requirements related to contract modification procedures.

#### 1.3 DEFINITIONS

A. Change Order: A written order in compliance with the requirements of the Contract authorizing changes in the Work. For the purposes of this Section a Change Order and a Contract Amendment shall have the same meaning.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Authorized Signatory: Submit name of individual authorized to accept changes and responsible for informing others employed by Contractor of changes in the Work.

#### 1.5 MINOR CHANGES IN THE WORK

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

#### 1.6 CHANGE ORDER BULLETIN

A. University-Initiated Change Order Bulletin: Architect/Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. It will also state the time period for which the request will remain valid.

- 1. Change Order Bulletin Form: State Form SC-6.311 available on the website of the Office of the State Architect.
- 2. Work Change Order Bulletins issued by Architect/Engineer are not instructions either to stop work in progress or to execute the proposed change.
- B. Contractor-Initiated Change Order Bulletin: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect/Engineer.
  - 1. Change Order Bulletin Form: State Form SC-6.311 available from the website of the Office of the State Architect.
  - 2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

#### 1.7 CHANGE ORDER PROPOSAL

- A. Change Order Proposal: In response to a University-Initiated Change Order Bulletin or accompanying a Contractor-Initiated Change Order Bulletin, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change described.
  - 1. Change Order Proposal Form: State Form SC-6.312 available from the website of the Office of the State Architect.
  - 2. Labor Rates: Prior to submitting first Change Order Proposal, submit bare, unburdened hourly labor rates for all contractor and subcontractor labor categories; submit itemized breakdown of all applicable additional labor benefit costs to be added to the bare labor cost to arrive at the total burdened hourly labor cost.
  - 3. Equipment Costs: Provide cost backup for all equipment clearly indicating equipment billing rates and sufficient to demonstrate, as determined by the University Project Manager, that proposed rates are competitive and reasonable in all cases. Submit completed Change Order Proposal Form within the requested timeframe. Include backup documentation to support calculations consistent with Contract provisions, including but not limited to, the following:
    - a. Contractor and Subcontractor labor, material and equipment costs including:
      - 1) A list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      - 2) Applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      - 3) Costs of labor and supervision directly attributable to the change and as permitted by the terms and conditions of the General Contract for Construction.
    - b. Contractor and Subcontractor overhead and profit.
    - c. Contractor's bond cost.
    - d. Justification for Change in Contract Time: An updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 4. Maintain detailed records of work completed. Provide complete information for evaluation of proposed changes and to substantiate proposed changes in Contract Sum or Contract Time.

#### 1.8 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

#### 1.9 CHANGE ORDER PROCEDURES

- A. Submit three signed copies of Change Order Proposal to Architect/Engineer for review.
  - 1. University-Initiated Change Order Bulletins: University and Architect/Engineer will evaluate Contractor's Change Order Proposal and either request additional information or suggest modifications. Based on this review and evaluation University will either accept or reject the proposal.
  - 2. Contractor-Initiated Change Order Bulletins: Architect/Engineer will evaluate Contractor's claim based on the terms and conditions of the Contractor Agreement and General Conditions of the Construction Contract, as applicable.
  - 3. Architect/Engineer's Action: When satisfied as to the accuracy and completeness of the Change Order Proposal, the Architect/Engineer will sign all three copies and forward to the University for consideration.
- B. On University's approval of a Change Order Proposal, Architect/Engineer will prepare, sign and forward three copies of a Change Order, State Form SC-6.31 available from the website of the Office of the State Architect, for signature by the Contractor. Contractor then forwards all three copies of signed Change Order to the University for signature and distribution of fully executed copies to Architect/Engineer and Contractor for record.
- C. Upon receipt of a fully executed Change Order, promptly perform the following:
  - 1. Revise Schedule of Values on the Application for Payment Form by indicating each authorized Change Order as a separate line item and adjusting the Contract Sum as shown on the Change Order.
    - a. University will not pay for changes to the Work until authorized by a Change Order signed by all parties.
  - 2. Revise the Progress Schedule to reflect any change in the Contract Time.
  - 3. Enter changes in the Project Record Documents.

#### END OF SECTION 01 26 00

#### SECTION 01 29 00

#### PAYMENT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 5. For projects required to obtain LEED certification, Division 01 Section "Sustainable Design Requirements" for administrative requirements governing submittal of cost breakdown information required for LEED documentation.

#### 1.3 DEFINITIONS

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

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Schedule of values report from cost-loaded Critical Path Method Schedule prepared in accordance with Section 01 32 00 "Construction Progress Documentation" may serve to satisfy requirements for the schedule of values.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
      - 1) Construction Manager's Fee.

- 2) Estimated Project General Conditions Costs.
- 2. Submit schedule of values and hold a conference with the Architect/Engineer and University Project Manager to finalize the schedule of values at earliest possible date, but no later than 10 business days before the date scheduled for submittal of initial Certificates and Applications for Payment.
- 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect/Engineer.
    - c. Architect/Engineer's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for LEED documentation, where applicable, and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  - 6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not a direct cost of actual work-inplace shall be shown as separate line items in the schedule of values.
  - 7. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect/Engineer and paid for by University.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Pay Application and Schedule Review Meetings: Conduct in accordance with Section 01 31 00 "Project Management and Coordination." Provide draft application for payment and draft schedule update reflecting work accomplished during previous pay period. Review progress achieved; discuss and resolve issues affecting the progress; and review critical activities to be accomplished during the following 90 calendar days.
  - 1. Jobsite Walk: When required, conduct a walk of the jobsite to confirm progress related to any activity in question.
- C. Monthly Schedule Reporting: Upon conclusion of the Pay Application and Schedule Review Meeting, but not later than the 28th of the month, update the Construction Schedule and submit the Pay Application.
- D. Payment Application Times: Submit Application for Payment to Architect/Engineer by the first day of the month and no more than five (5) business days prior thereto. The period covered by each Application for Payment is per the date indicated in the Application.
- E. Payment Application Review: The Architect/Engineer shall, within five (5) business days after the receipt of each Certificate and Application for Payment, review the Project Application for Payment and either execute a Project Certificate for Payment to the University or notify the Contractor in writing of the reasons for withholding a Certificate.
  - 1. All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error
- F. Application for Payment Forms: Use State Form SBP-7.2 "Certification for Contractor Payment."
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect/Engineer will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under University-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site as approved in advance by the University Project Manager and items stored at an off-site location previously agreed upon in writing.
  - 1. Provide certificate of insurance, evidence of transfer of title to University, and consent of surety to payment, for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.

- b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
- c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- I. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect/Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. For projects required to obtain LEED certification, LEED submittal for project materials cost data.
  - 4. Contractor's construction schedule (preliminary if not final).
  - 5. Products list (preliminary if not final).
  - 6. For projects required to obtain LEED certification, LEED action plans.
  - 7. Schedule of unit prices.
  - 8. Submittal schedule (preliminary if not final).
  - 9. List of Contractor's staff assignments.
  - 10. List of Contractor's principal consultants.
  - 11. Copies of building permits.
  - 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 13. Initial progress report.
  - 14. Report of preconstruction conference.
- K. Application for Payment at Substantial Completion: After Architect/Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for University occupancy of designated portions of the Work.
- L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. All items on Pre-acceptance Checklist (State Form SBP-05) have been completed.
  - 2. Notice of Acceptance (State Form SBP-6.27) has been issued.
  - 3. Statements to support local sales tax refunds, if any submitted.
  - 4. Notice of Contractor's settlement has been published.
  - 5. Evidence of completion of Project closeout requirements, including but not limited to:
    - a. Submittal of Record Documents.
    - b. Submittal of all Operation and Maintenance Manuals.
    - c. Completion of all required demonstration and training.
  - 6. Updated final statement, accounting for final changes to the Contract Sum.

- 7. Evidence that claims have been settled.
- 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when University took possession of and assumed responsibility for corresponding elements of the Work.
- 9. Final liquidated damages settlement statement.

# END OF SECTION 01 29 00

### SECTION 01 31 00

#### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project Web site.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and fieldengineering services, including establishment of benchmarks and control points.
  - 3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Within 21 calendar days of Notice of Award submit, as complete as possible, a preliminary list to include all major subcontractors. Augment, complete and submit the final subcontractor list within 60 calendar days of Notice of Award, unless a longer duration is approved by the Architect/Engineer. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entities performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 14 calendar days after Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify
individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.5 GENERAL COORDINATION PROCEDURES

- A. General: Each entity involved in the performance of work for the entire Project shall cooperate in the overall coordination of the Work; promptly, when requested, furnish information concerning its portion of the Work; and respond promptly and reasonably to the decisions and requests of persons designated with coordination, supervision, administrative or similar authority.
  - 1. University Standard Project Management Forms
    - a. Where applicable, obtain from the University Project Manager and use the following University Standard Forms:
      - 1) Preconstruction Agenda
      - 2) Change Order Log with Contingency Codes
      - 3) Access Control Badge Application Form
      - 4) Utility Interruption Request Form
      - 5) Utility Start-Up Request Form
      - 6) Fire Alarm/Sprinkler Disable Request Form
      - 7) Hot Work Permit Form
      - 8) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form
      - 9) Indoor Air Quality (IAQ) Planning Checklist
      - 10) Indoor Air Quality (IAQ) Inspection Checklist

#### 2. Site Utilization:

- a. In addition to the site utilization limitations and requirements indicated in Section 01 10 00 "Summary" and indicated by the Contract Documents; administer the allocation of available space equitably among entities needing access and space, so as to produce the best overall efficiency in the performance of the total work of the project. Schedule deliveries so as to minimize the space and time requirements for storage of materials and equipment on the site; but do not unduly risk delays in the work.
- b. Concurrent with work of the Contractor, other contractors, suppliers, and the University personnel may be working in relatively close proximity. The Contractor is solely responsible for coordinating their work with that of other contractors and will make no claims for failure to do so.
- 3. Layout:
  - a. It is recognized that the Contract Documents are diagrammatic in showing certain physical relationships of the various elements and systems and their interfacing with other elements and systems. Establishment and coordination of these relationships is the exclusive responsibility of the Contractor. Do not scale the drawings. Lay out and arrange all elements to contribute to safety, efficiency and to carry the harmony of design throughout the Work. In case of conflict or undimensioned locations, verify required positioning with Architect/Engineer.

- 4. Substrate Examination:
  - a. The Installer of each element of the work must examine the conditions of the substrate to receive the work, dimensions, and spaces adjacent, tolerances, interfacing with other elements and services, and the conditions under which the work will be performed and must notify the Contractor in writing of conditions detrimental to the proper or timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- 5. Large and Heavy Equipment:
  - a. Contractor to coordinate with University Project Manager requirements to be maintained for the subsequent entry of large equipment units. Coordinate the movement of heavy items with shoring and bracing, so that the building structure will not be overloaded during the movement and installation.
  - b. Where equipment or products to be installed on the roof are too heavy to be hand-carried, do not transport across roof deck; position by crane or another device so as to avoid overloading the roof deck.
- B. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections of the Specification that depend on each other for proper installation, connection, and operation.
  - 1. Contractor Communication with the University: Direct all communication with the University through the University Project Manager.
  - 2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 4. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for University and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
- E. Coordination Of Submittals: Prior to transmittal to the Architect/Engineer, review shop and erection drawings, product data, and samples for compliance with Contract Documents and for coordination among

work of all Sections of the Specifications. Coordination of submittals shall include, but not be limited to the following:

- 1. Verification of field dimensions and clearances and relationship to available space and anchors.
- 2. Verification of compatibility with equipment and work of other Sections, electrical characteristics, and operational control requirements.
- 3. Verification of motor voltages and control characteristics.
- 4. Coordination of controls, interlocks, wiring of pneumatic switches, and relays.
- 5. Coordination of wiring and control diagrams.
- 6. Review of the effect of any changes on work of other Sections.
- 7. For any item to be installed in or on a finished surface, certify that applicable Contract Documents have been checked and that the item submitted is compatible with the surface finish on which it is to be installed.
- 8. Equipment and material submittals shall show sufficient data to indicate complete compliance with Contract Documents as follows:
  - a. Proper sizes and capabilities.
  - b. Ability to fit in the available space in a manner that will allow proper service.
  - c. Construction methods, materials, and finishes.
  - d. List of accessories.
- F. Special Coordination Requirements for Mechanical and Electrical Work:
  - 1. General: Provide necessary work and services required to coordinate the complete installation of heating, ventilating, and air conditioning (HVAC) equipment and systems; plumbing systems and fixtures; electrical equipment, fixtures, and systems; and other equipment or systems containing motors and controls or requiring connection to mechanical or electrical systems; all so that the various systems perform as indicated and are in harmony with other project Work.
  - 2. Contract Drawings:
    - a. Drawings are schematic in nature and indicate in general how the various components are integrated with other parts of the building. Coordinate exact locations by job measurement, by verifying the requirements of other trades, and by review of Contract Documents.
  - 3. Mechanical and Electrical Drawings indicate general routing of the various parts of the systems, but do not indicate all sizes, fittings, offsets, and runouts which are required. Coordinate correct sizes, fittings, offsets, and runouts required to fit systems into allocated spaces. Coordinate locations of all light fixtures, vents, and supply grilles to conform to the ceiling grid system or other modular finishes.
  - 4. Coordinate installation of mechanical and electrical work in compliance with the following requirements:
    - a. Install piping, ductwork and similar services straight and true, aligned with other work, close to walls and overhead structure, allowing for insulation, concealed (except where indicated as exposed) in occupied spaces, and out-of-the-way with maximum passageway and headroom remaining in each space.
    - b. Install electrical work in a neat, organized manner with conduit and similar services in or parallel with building lines and concealed unless indicated as exposed.
    - c. For all work maintain maximum practical overhead clearance but not less than 6" above ceiling. Where exposed, maintain 7'-0" minimum clearance.
    - d. Arrange all work to facilitate maintenance and repair or replacement of equipment. Locate services requiring maintenance on valves and similar units in front of services requiring less maintenance. Connect equipment for ease of disconnecting, with minimum of interference with other work.
    - e. Provide space to permit removal of coils, tubes, fan shafts, filters, other parts which may require replacement.

- f. Locate operating and control equipment and devices for easy access. Furnish access panels where units are concealed by finishes and similar work.
- g. Integrate mechanical work in ceiling plenums with suspension system, light fixtures and other work, so that required performances of each will be achieved.
- h. Give the right-of-way to piping systems required to slope for drainage over other service lines and ductwork.
- i. Advise other trades of openings required in their work for accommodation of mechanical and electrical elements. Provide and place sleeves and anchors required in other work.
- 5. Access to Equipment: Except where located above accessible ceilings, provide access panels wherever access is required to concealed valves, controls, dampers, pull boxes and other devices requiring ongoing or periodic access.
  - a. Acceptable types of access panels are specified in Division 08.
  - b. Each trade is responsible for providing access panels needed for access to their equipment and coordinating installation with other Division 03, 04, 06 and 09 trades.
  - c. Coordinate requirements and obtain approval of locations from Architect/Engineer.
- G. Compatibility of Systems:
  - 1. Provide products and equipment which are compatible with other work requiring mechanical/electrical interface including electrical connections, control devices, water, drain and other piping connections. Verify electrical characteristics, fuel requirements and other interface requirements before ordering equipment and resolve conflicts that may arise.
  - 2. Coordinate equipment, mechanical and electrical work in accordance with the following schedule:

ITEM	<b>FURNISHED</b>	MOUNTED	LOW	POWER	LOW
111111	BY	BY	VOLTAGE	WIRED &	VOLTAGE
	<u></u>	<u></u>	WIRED	CONNECTED	CONTROL
			BY	BY	CONNECTED
					BY
Equipment motors	Ι	MI	MI	EI	
Motor starters,	MI	EI	EI	EI	MI
contactors and					
overload heaters					
Fused and unfused	EI**	EI**	EI**	EI	
disconnect switches					
Manual operating	MI	EI	EI	EI	EI
switches, speed					
switches, push-					
button stations and					
pilot lights					
Duct detectors	EI	MI	MI	EI	MI
Control relays and	MI	MI	MI	EI	MI
transformers					
Thermostats, time	MI	MI	MI	EI	MI
switches*					
Temperature control	MI	MI	MI	EI	MI
panels					
Motor and solenoid	MI	MI	MI		MI
valves, damper					
motors, PE and EP					
switches					

Refrigeration	MI	MI	MI	EI	MI
equipment, cooling					
tower and controls					
Electric meters	EI	EI	EI	EI	MI
Steam meters	MI	MI	MI	MI	MI
Chilled water	MI	MI	MI	MI	MI
meters,					
Water meters	MI***	MI	MI	MI	MI
Natural Gas	MI	MI	MI	MI	MI
MI = * M * M va m H sl re 20 ca ** D ***B	bltage thermostats, over shall be wire owever, if the cor nall be that set fort equires 120 volt co 08 volt circuit for ontrol circuit.) isconnects for AH uilding Service m	which are control , float switches or ed for both powe throl device does h in the above sch ntrol. Electrical In power and wire t	time switches er and control not conduct ful nedule. (Examp istaller shall fu he power circu mounted. Civil. Any sul	oltage automatic co which conduct full circuit under the ll load current, then ole: a 208 volt, 3-ph rnish a 120 volt circ it. Mechanical Insta b meter provided b by 23 09 00 – In	load current of the electrical contract. a the responsibility hase, 3- wire motor cuit for control and aller shall wire the by MI. Coordinate

- H. Special Coordination Requirements for Exterior Envelope Work:
  - 1. General: Provide necessary work and services required to coordinate the complete and continuous installation of the building's heat, air and moisture barriers. Exterior building envelope construction to be coordinated includes, but is not limited to, below-grade walls, slabs-on-grade, exterior opaque walls, windows, curtain walls, roofs, and skylights.
  - 2. Contract Drawings:
    - a. Drawings indicate general concepts and design intent for continuity of heat, air and moisture barriers at each exterior building envelope component and at transitions between building envelope components. Coordinate details for continuity based on actual product selections and Contractor's proposed sequence of construction.
- I. Complete Systems:
  - 1. It is the intent of the Contract Documents that all systems, including mechanical and electrical, be complete and functional to provide the intended or specified performance. Provide all incidental items and parts necessary to achieve this requirement.
  - 2. Provide correctly sized power, utilities, piping, drains, services and their connections to equipment and systems requiring them, whether or not specific items are listed in the schedule under "Compatibility of Systems" paragraph in this Section.
- J. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

- 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as University's property.
- 2. Establish recycling program at job site. Refer to Section 01 74 19 "Construction Waste Management and Disposal" for additional requirements.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple subcontractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.
    - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect/Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Windows, Curtain Wall, and Exterior Wall Assembly Transition Work: Show all components of each adjacent wall or window system and all required compatible tie-ins between them including transition strips, flashings and sealants. Clearly identify each product, its configuration and its extent. Shop Drawings which only generically indicate adjacent construction and/or indicate "construction by others" will not be acceptable.
  - 2. Review: Architect/Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect/Engineer determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect/Engineer will so inform Contractor, who shall make changes as directed and resubmit.
  - 3. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."
    - a. Architect/Engineer will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

- 1) Architect/Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
- 2) Digital Data Software Program: Drawings are available in <Insert name and version of digital data software program and operating system>.
- 3) Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to University and Architect/Engineer.
- 4. Review: At request of Contractor and at Architect/Engineer's discretion, Architect/Engineer will participate in BIM coordination and review meetings and will review coordination model and drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Architect/Engineer determines that the coordination model and drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect/Engineer will inform the Contractor, who shall make changes as directed and resubmit.
- C. Interference Resolution: Whenever job measurements and an analysis of the building coordination model, Drawings and Specifications indicate that the various systems cannot be installed without significant deviation from the intent of the Contract, prepare interference drawings as required to indicate conflict between the various systems and other components of the building such as beams, columns, and walls. Include plans, elevations, sections, and other details drawn to large scale as required to clearly define the interference and to indicate the Contractor's proposed solution. Submit interference drawings for review by the Architect prior to proceeding with work in the general areas of the conflict.

## 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect/Engineer will return RFIs submitted to Architect/Engineer by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Architect/Engineer.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.
  - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

- 14. Space for response and signature by Architect/Engineer.
- C. RFI Forms: Hard copy form or software-generated form with substantially the same content as indicated above, acceptable to Architect/Engineer.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect/Engineer's Action: Architect/Engineer will review each RFI, determine action required, and respond. Allow seven calendar days for Architect/Engineer's response for each RFI. RFIs received by Architect/Engineer after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect/Engineer's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect/Engineer's action may include a request for additional information, in which case Architect/Engineer's time for response will date from time of receipt of additional information.
  - 3. Architect/Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Contractor-Initiated Change Order Bulletin and Proposal according to Section 01 26 00 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect/Engineer in writing within seven calendar days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by RFI number. Submit log weekly. Use CSI Log Form 13.2B or Contractor-generated form of substantially same content. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect/Engineer.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect/Engineer's response was received.
- F. On receipt of Architect/Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect/Engineer within seven calendar days if Contractor disagrees with response.

## 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify University and Architect/Engineer of scheduled meeting dates and times a minimum of 4 business days prior to meeting.

- a. Participants, including representatives of subcontractors and suppliers, shall be qualified, familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including University and Architect/Engineer, within three business days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time and site convenient to all parties, but not later than 14 calendar days after Notice to Proceed.
  - 1. Conduct the conference to review responsibilities and personnel assignments.
  - 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. Authorized representatives of University:
      - 1) University Project Manager.
      - 2) University Building Maintenance Operations (BMO) Representative.
    - b. Architect/Engineer and their consultants.
    - c. Contractor's project manager and superintendent.
    - d. Major subcontractors and suppliers.
    - e. Other concerned parties shall attend the conference.
  - 3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Designation of key personnel and their duties.
    - b. Lines of communications.
    - c. List of major subcontractors and suppliers.
    - d. Tentative construction schedule.
      - 1) Phasing.
      - 2) Critical work sequencing and long-lead items.
      - 3) Equipment deliveries and priorities.
    - e. Procedures and processing of:
      - 1) Change Order Bulletin, Change Order Proposal and Change Orders.
      - 2) RFI's
      - 3) Testing and inspecting.
      - 4) Applications for Payment.
      - 5) Submittals.
      - 6) Preparation of record documents.
    - f. Use of the premises, existing building and adjacent buildings as applicable.
      - 1) Work restrictions.
      - 2) Working hours.
      - 3) University's occupancy requirements.
      - 4) Procedures for disruptions and shutdowns.
      - 5) Construction parking and staging.
      - 6) Construction route and site access.

- 7) Office, work, and storage areas.
- 8) Progress cleaning and housekeeping procedures.
- g. Project coordination.
- h. Distribution of the Contract Documents.
- i. Temporary facilities and controls.
- j. Indoor Air Quality Plan and Monitoring including procedures for moisture and mold control.
- k. Construction waste management and recycling.
- l. Safety.
  - 1) Fire and Life Safety.
  - 2) Health and Safety.
- m. First aid.
- n. Security.
- o. Building Department.
- p. Telecommunications.
- q. Building Services.
- r. Building Operations.
- s. University Work Related Policies.
- t. Contractor Contacts.
- u. University Contacts.
- v. University Process Forms.
  - 1) Key Request Form.
  - 2) Access Control Badge Application Form.
  - 3) Utility Interruption Request Form.
  - 4) Utility Start-Up Form.
  - 5) Fire Alarm/ Sprinkler Disable Request Form.
  - 6) Hot Work Permit Form.
  - 7) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form.
  - 8) Indoor Air Quality (IAQ) Plan.
  - 9) IAQ Planning Checklist.
  - 10) IAQ Inspection Checklist.
  - 11) Request for Variance.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. LEED Coordination Conference: For projects pursuing LEED certification, schedule and conduct a LEED coordination conference before starting construction, at a time convenient to University Architect/Engineer, and Contractor.
  - 1. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. University Project Manager.
    - b. Architect/Engineer and their consultants.
    - c. Contractor's project manager, superintendent and LEED coordinator.
    - d. Major subcontractors and suppliers.
    - e. Other concerned parties.
  - 2. Agenda: Discuss items of significance that could affect meeting requirements for LEED certification, including the following:
    - a. LEED Project Checklist.

- b. Procedures for selecting and monitoring status for achieving Project goals related to recycled content and regional materials.
- c. General requirements for LEED-related procurement and documentation.
- d. Project closeout requirements and LEED certification procedures.
- e. Role of LEED coordinator.
- f. Construction waste management.
- g. Construction operations and LEED requirements and restrictions.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Preinstallation Conferences: Conduct a preinstallation conference at Project site for installations, systems or assemblies where required by individual Specification Sections, or were deemed necessary by Contractor.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect/Engineer of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following, as appropriate:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. LEED requirements, for projects pursuing LEED certification.
    - i. Review of mockups.
    - j. Possible conflicts.
    - k. Compatibility requirements.
    - l. Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written instructions.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.
    - s. Space and access limitations.
    - t. Regulations of authorities having jurisdiction.
    - u. Testing and inspecting requirements.
    - v. Installation procedures.
    - w. Coordination with other work.
    - x. Required performance results.
    - y. Protection of adjacent work.
    - z. Protection of construction and personnel.
  - 3. Record significant conference discussions, approved schedules, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information, including University Project Manager and Architect/Engineer.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

- E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to University and Architect/Engineer, but no later than 30 calendar days prior to the scheduled date of Substantial Completion or Partial Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. University Project Manager.
    - b. University Building Maintenance Operations (BMO) Representative.
    - c. Architect/Engineer and their consultants.
    - d. Contractor's project manager and superintendent.
    - e. Major subcontractors and suppliers.
    - f. Other concerned parties.
  - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Procedures related to:
      - 1) Notice of Completion, including preparation of Contractor's punch list.
      - 2) Final Inspection.
      - 3) Notice of Substantial Completion.
      - 4) Notice of Approval of Occupancy/Use.
      - 5) Supplemental Occupancy/Use Checklist.
      - 6) Supplemental Acceptance Checklist.
      - 7) Pre-acceptance Checklists.
      - 8) Notice of Acceptance.
      - 9) Settlement and Final Payment.
    - b. Preparation of record documents.
    - c. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - d. Submittal of written warranties.
    - e. Requirements for completing LEED documentation, for projects pursuing LEED certification.
    - f. Requirements for preparing operations and maintenance data.
    - g. Requirements for delivery of material samples, attic stock, and spare parts.
    - h. Requirements for demonstration and training.
    - i. University's partial occupancy requirements.
    - j. Installation of University's furniture, fixtures, and equipment.
    - k. Responsibility for removing temporary facilities and controls.
  - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- F. Progress Meetings: Conduct progress meetings at weekly intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. University Project Manager.
    - b. University Health Safety Department Representative.
    - c. University Building Maintenance Operations Representative.
    - d. University Campus Building Official.

- e. Architect/Engineer and their consultants.
- f. Contractor's project manager and superintendent.
- g. Major subcontractors and suppliers.
- h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities.
- i. As needed, University Building Maintenance Operations (BMO), Subject Matter Experts (SME), and University Facility Support Services (FSS) Representatives.
- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule:
    - 1) Review progress since the last meeting.
    - 2) Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule.
    - 3) Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 4) Review schedule for next two week period.
    - 5) Review schedule of deliveries.
    - 6) Review off-site fabrication.
  - b. Site Safety.
  - c. Indoor Air Quality Management monitoring.
  - d. MS4 Storm Water and Water Quality monitoring.
  - e. Quality:
    - 1) Quality and work standards.
    - 2) Status of correction of deficient items.
    - 3) Progress cleaning.
    - 4) Field observations.
  - f. Status of submittals.
  - g. Status of RFIs.
  - h. Status of Changes including:
    - 1) Change Order Bulletins.
    - 2) Change Order Proposals.
    - 3) Change Orders.
    - 4) Pending claims and disputes.
  - i. Status of LEED documentation, for projects pursuing LEED certification.
  - j. Review present and future needs of each entity present including:
    - 1) Access.
    - 2) Site utilization.
    - 3) Temporary facilities and controls.
    - 4) Coordination.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- G. Pay Application and Schedule Review Meeting: Conduct review meeting monthly on or about the 25<sup>th</sup> of each month.
  - 1. Attendees:
    - a. University Project Manager.
    - b. Architect/Engineer.
    - c. Contractor's Project Manager, Superintendant and Scheduler.
  - 2. Agenda: Review draft pay application and progress schedule update in accordance with the requirements of Section 01 29 00 "Payment Procedures" and Section 01 32 00 "Construction Progress Documentation."

## END OF SECTION 01 31 00

## SECTION 01 32 00

## CONSTRUCTION PROGRESS DOCUMENTATION

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Monthly project status reports.
  - 6. Material location reports.
  - 7. Site condition reports.
  - 8. Special reports.

#### B. Related Requirements:

- 1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
- 2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file and four paper copies.

- B. Startup construction schedule (bar chart).
  - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

# 1.5 QUALITY ASSURANCE

#### 1.6 COORDINATION

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

## PART 2 - PRODUCTS

## 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date is not permitted. Contract completion date may only be modified by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 21 calendar days, unless specifically allowed by Architect/Engineer.
  - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include adequate time for startup, testing and commissioning.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect/Engineer's administrative procedures necessary for issuing Notice of Substantial Completion.
- C. Constraints: Include the following constraints and work restrictions as indicated in the Contract Documents and as applicable in schedule; show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work by University: Include a separate activity for each portion of the Work performed by University.

- 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
- 4. University-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
- 5. Work Restrictions: Show the effect of the following items, as applicable, on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Environmental control.
- 6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Submittals.
  - b. Mockups.
  - c. Fabrication.
  - d. Sample testing.
  - e. Deliveries.
  - f. Installation.
  - g. Tests and inspections.
  - h. Building flush-out.
  - i. Startup and placement into final use and operation.
- 7. Construction Areas: As applicable, identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Commencement of Work, Substantial Completion, Notice of Occupancy and Use, and Final Acceptance. As applicable, also include milestones for Partial Substantial Completion and Partial Notice of Occupancy and Use.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules and as approved by University and Architect/Engineer.

## 2.2 STARTUP CONSTRUCTION SCHEDULE (BAR CHART)

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

## 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (BAR CHART OR GANTT CHART)

- A. Bar-Chart or Gantt-Chart Schedule: Submit startup, horizontal, bar-chart-type or a comprehensive, fully developed, horizontal, Gantt-chart-type construction schedule within 30 calendar days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Use the same breakdown of construction activities as indicated in the Schedule of Values.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar. With each required construction schedule update, place a contrasting mark in each bar to indicate actual completion.

#### 2.4 REPORTS

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

items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

- 1. Material stored prior to previous report and remaining in storage.
- 2. Material stored prior to previous report and since removed from storage and installed.
- 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.5 SPECIAL REPORTS

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

# PART 3 - EXECUTION

## 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule draft update schedule for discussion and review at monthly project progress schedule and pay application review meeting.
  - 1. Revise schedule immediately after each meeting and issue updated schedule concurrently with submittal of monthly Application for Payment.
  - 2. Include summary reports with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
  - 4. Schedule updates may change logic but may not change milestone or critical path without prior approval of University and Architect/Engineer.
- B. Distribution: Distribute copies of approved schedule to Architect/Engineer University, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

# END OF SECTION 01 32 00

# SECTION 01 32 33

## **PHOTOGRAPHIC DOCUMENTATION**

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final completion construction photographs.
- B. Related Requirements:
  - 1. Section 01 33 00 "Submittal Procedures" for submitting photographic documentation.
  - 2. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For photographer.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- C. Digital Photographs: Submit image files within three business days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of 12 megapixels.
  - 2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
  - 3. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect/Engineer.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    - g. Unique sequential identifier keyed to accompanying key plan.

### 1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

## 1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to University for unlimited reproduction of photographic documentation.

## PART 2 - PRODUCTS

## 2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

#### PART 3 - EXECUTION

## 3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect/Engineer.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect/Engineer.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

- E. Periodic Construction Photographs: Take 20 photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Architect/Engineer-Directed Construction Photographs: From time to time, Architect/Engineer will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- G. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect/Engineer will inform photographer of desired vantage points.
  - 1. Do not include date stamp.
- H. Additional Photographs: University through Architect/Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
  - 1. Three business days' notice will be given, where feasible.
  - 2. In emergency situations, take additional photographs within 24 hours of request.
  - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Special events planned at Project site.
    - b. Immediate follow-up when on-site events result in construction damage or losses.
    - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    - d. Substantial Completion of a major phase or component of the Work.
    - e. Extra record photographs at time of final acceptance.
    - f. University's request for special publicity photographs.

# END OF SECTION 01 32 33

## SECTION 01 33 00

## SUBMITTAL PROCEDURES

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Division 02 through 33 for additional submittal requirements specific to indicated Specification Sections.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals." Submittals not specifically indicated as informational submittals are considered to be action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals" and include, but are not limited to:
  - 1. Schedules.
  - 2. Permits.
  - 3. Applications for payment.
  - 4. Performance and payment bonds.
  - 5. Insurance certificates.
  - 6. List of Subcontractors.
  - 7. Schedule of Values.
  - 8. Inspection and test results.
  - 9. Closeout documents.

- 10. Coordination drawings.
- 11. Street and Storm Water Quality Management Plan.
- 12. Indoor Air Quality Management Plan.
- 13. Anschutz Medical Campus Street Services Request.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

## 1.4 ACTION SUBMITTALS

- A. Submittals: Refer to individual CSI divisions for additional submittal requirements. If CSI division submittal requirements does not fully cover project scope, contractor shall submittal product data, shop drawings, testing data, certifications, and additional information for all permanent materials and components.
- B. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect/Engineer and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 3. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for Architect/Engineer's final release or approval.
    - h. Scheduled date of fabrication.

## 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect/Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect/Engineer for Contractor's use in preparing submittals.
  - 1. Architect/Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

- a. Architect/Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- b. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to University and Architect/Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit for review with sufficient time to avoid construction delays.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect/Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
  - 4. Large and/or Complex Submittals: For large and/or complex submittals, as determined by the Architect/Engineer and for submittals that require sequential reviews by Architect/Engineer's consultants, a review period greater than 14 calendar days may be required. Architect/Engineer and Contractor shall identify such submittals upon submission of the submittal schedule and determine a mutually agreed upon review period.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect/Engineer.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect/Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.

- 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
- i. Number and title of appropriate Specification Section.
- j. Drawing number and detail references, as appropriate.
- k. Location(s) where product is to be installed, as appropriate.
- l. Other necessary identification.
- 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect/Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect/Engineer.
- 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect/Engineer will return without review submittals received from sources other than Contractor.
  - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect/Engineer.
    - 6) Name and address of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Specification Section number and title.
    - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number.
    - 16) Submittal and transmittal distribution record.
    - 17) Remarks.
    - 18) Contractor's certification that information complies with Contract Document requirements.
    - 19) Signature of transmitter.
- E. Options: Identify options requiring selection by Architect/Engineer.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect/Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Contractor Certification: On transmittal include Contractor's certification that information complies with Contract Document requirements.

- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect/Engineer's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect/Engineer's action stamp.
- K. Record Documents: Retain complete additional copies of submittals on Project site to be submitted as record documents in accordance with requirements of Section 01 78 39 "Project Record Documents."
- L. Legibility: Provide clear and legible submittals. Submittals that are blurry or are for any reason unreadable will be returned without action.

## PART 2 - PRODUCTS

## 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Action Submittals: Submit three paper copies of each submittal to Architect/Engineer and one to University unless otherwise indicated. Architect/Engineer will return one copy.
  - 2. Informational Submittals: Submit two paper copies of each submittal to Architect/Engineer and one to University unless otherwise indicated. Architect/Engineer will not return copies.
  - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's printed recommendations.
    - e. Standard color charts.
    - f. Statement of compliance with specified referenced standards.
    - g. Statement of compliance with specified trade association standards.
    - h. Testing by recognized testing agency.
    - i. Application of testing agency labels and seals.

- j. Notation of coordination requirements.
- k. Notation of dimensions verified by field measurement.
- 4. For equipment, include the following in addition to the above, as applicable:
  - a. Wiring diagrams showing factory-installed wiring.
  - b. Printed performance curves.
  - c. Operational range diagrams.
  - d. Rough-in diagrams and templates indicating clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before or concurrent with Samples.
- 6. Confirm compliance of Product Data with requirements of Contract Documents. Submit cover letter indicating Contractor's certification of compliance.
- 7. Submit additional copies of Product Data as required complying with requirements of Section 01 78 39 "Project Record Documents."
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Highlight, encircle or otherwise indicate deviations from Contract Documents. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect/Engineer's digital data drawing files is otherwise permitted. Standard information prepared without specific reference to the Project is not considered a shop drawing.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than size of Construction Drawings.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Mount, display or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect/Engineer's Sample.
  - 3. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
    - f. Compliance with recognized standards.
    - g. Availability and delivery time.

- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer will return submittal with options selected.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect/Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- 6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as University's property, are the property of Contractor.
- 7. Distribution of Samples: Prepare and distribute additional sets to Subcontractors, manufacturers, fabricators, suppliers, Installers, and others as required for performance of the Work. Show distribution on transmittal forms.
- 8. Field Samples and Mock-Ups: Field Samples and mock-ups specified in individual Sections are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
- E. Selection of Related Materials: Where selections of colors, patterns, textures are specified to be made by Architect/Engineer, assemble complete samples of all specified or approved products for all Specification Sections and submit to Architect/Engineer. Review specifications and assemble all such samples for a combined single submittal. Indicate on the transmittal the latest date for selections to be made for each item to permit delivery of material in accordance with Progress Schedule. Architect/Engineer's action is limited solely to the specified selections or rejection of submittal items not in accordance with Specifications.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."

- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- L. LEED Submittals: For project required to obtain LEED certification, comply with requirements specified in Division 01 Section "Sustainable Design Requirements".
- M. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- N. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- O. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- P. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- Q. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- R. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- S. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- T. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- U. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.

- 6. Test procedures and results.
- 7. Limitations of use.
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect/Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

## 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer. Submittals received without Contractor's substantive review and approval stamp will be rejected and returned to the Contractor.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval,

and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

## 3.2 ARCHITECT/ENGINEER'S ACTION

- A. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect/Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect/Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect/Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect/Engineer without action.

# END OF SECTION 01 33 00

## SECTION 01 35 46

## **INDOOR AIR QUALITY PROCEDURES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for managing emissions and moisture control during construction.

## 1.3 DEFINITIONS

- A. Sustainable Design Related Terminology: As defined is ASTM E 2114.
- B. Adequate Ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of particulates, dust, fumes, vapors, or gases.
- C. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Throughout this specification, hazardous material includes hazardous chemicals.
  - 1. Hazardous materials include: pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).
- D. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.
- E. Interior Final Finishes: Materials and products that will be exposed at interior, occupied spaces including but not limited to flooring, wallcovering, finish carpentry, and ceilings.
- F. Packaged Dry Products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging including but not limited to carpets, resilient flooring, ceiling tiles, and insulation.
- G. Wet Products: Materials and products installed in wet form, including paints, sealants, adhesives, special coatings, and other materials which require curing.

## 1.4 QUALITY ASSURANCE

A. Inspection and Testing Lab Qualifications: Minimum of 5 years experience in performing the types of testing specified herein.

## 1.5 PRECONSTRUCTION MEETING

A. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with University and Architect/Engineer to review and discuss the proposed IAQ Management Plan and develop a mutual understanding of detailed requirements for maintaining indoor air quality and environmental protection.

## 1.6 SUBMITTALS

- A. Indoor Air Quality (IAQ) Management Plan: Not less than 10 business days before the Pre-construction meeting, prepare and submit an IAQ Management Plan including, but not limited to, the following:
  - 1. Procedures for control of emissions during construction.
    - a. Identify schedule for application of interior finishes.
  - 2. Procedures for moisture control during construction.
    - a. Identify porous materials and absorptive materials.
    - b. Identify schedule for inspection of stored and installed absorptive materials.
  - 3. Revise and resubmit Plan as required by University.
    - a. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.
- B. Product Data:
  - 1. Submit product data for filtration media used during construction and during operation. Include Minimum Efficiency Reporting Value (MERV).
  - 2. Submit air pressure difference maps for each mode of operation of HVAC.
  - 3. Material Safety Data Sheets: Submit MSDSs for inclusion in Operation and Maintenance Manual for the following products. Coordinate with Section 01 78 23 Operation and Maintenance Data.
    - a. Adhesives.
    - b. Floor and wall patching/leveling materials.
    - c. Caulking and sealants.
    - d. Insulating materials.
    - e. Fireproofing and firestopping.
    - f. Carpet.
    - g. Paint.
    - h. Clear finish for wood surfaces.
    - i. Lubricants.
    - j. Cleaning products.
- C. Inspection and Test Reports:
  - 1. Moisture control inspections.

- 2. Moisture content testing.
- 3. Moisture penetration testing.
- 4. Microbial growth testing.

## PART 2 - EXECUTION

## 2.1 IAQ MANAGEMENT - EMISSIONS CONTROL

- A. Provide point person responsible for the implementation and assurance that the Indoor Air Quality Plan is being implemented.
- B. University Indoor Air Quality Plan: Comply with the requirements of the University IAQ Plan, latest version, appended to this Specification Section.
- C. Flush-Out: After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60%.

## 2.2 IAQ MANAGEMENT - MOISTURE CONTROL

- A. Housekeeping:
  - 1. Keep materials dry. Protect stored on-site and installed absorptive materials from moisture damage.
  - 2. Verify that installed materials and products are dry prior to sealing and weatherproofing the building envelope.
  - 3. Install interior absorptive materials only after building envelope is sealed and weatherproofed.
- B. Inspections: Document and report results of inspections; state whether or not inspections indicate satisfactory conditions.
  - 1. Examine materials for dampness as they arrive. If acceptable to University, dry damp materials completely prior to installation; otherwise, reject materials that arrive damp.
  - 2. Examine materials for mold as they arrive and reject materials that arrive contaminated with mold.
  - 3. Inspect stored and installed absorptive materials regularly for dampness and mold growth. Inspect weekly.
    - a. Where stored on-site or installed absorptive materials become wet, notify Architect/Engineer and University. Inspect for damage. If acceptable to University, dry completely prior to closing in assemblies; otherwise, remove and replace with new materials.
  - 4. Basement: Monitor basement and crawlspace humidity, and dehumidify when relative humidity is greater than 85 percent for more than 2 weeks or at the first sign of mold growth.
  - 5. Site drainage: Verify that final grades of site work and landscaping drain surface water and ground water away from the building.
  - 6. Weather-proofing: Inspect moisture control materials as they are being installed. Include the following:
    - a. Air and weather-resistive barrier: Verify air and weather-resistive barrier is installed without punctures and/or other damage. Verify air barrier and weather-resistive is sealed completely.
    - b. Flashing: Verify correct shingling of the flashing for roof, walls, windows, doors, and other penetrations.

- c. Insulation layer: Verify insulation is installed without voids.
- d. Roofing: In accordance with ASTM D7186 Standard Practice for Quality Assurance Observation of Roof Construction and Repair
- 7. Plumbing: Verify satisfactory pressure test of pipes and drains is performed before closing in and insulating lines.
- 8. HVAC: Inspect HVAC system as specified in Section 23 08 00 Commissioning.
  - a. And, inspect HVAC to verify:
    - 1) Condensate pans are sloped and plumbed correctly.
    - 2) Access panels are installed to allow for inspection and cleaning of coils and ductwork downstream of coils.
    - 3) Ductwork and return plenums are air sealed.
    - 4) Duct insulation is installed and sealed.
    - 5) Chilled water line and refrigerant line insulation are installed and sealed.
- C. Schedule:
  - 1. Schedule work such that absorptive materials, including but not limited to porous insulations, paperfaced gypsum board, ceiling tile, and finish flooring, are not installed until they can be protected from rain and construction-related water.
  - 2. Weather-proof as quickly as possible. Schedule installation of moisture-control materials, including but not limited to air and weather-resistive barriers, flashing, exterior sealants and roofing, at the earliest possible time.
- D. Testing for Moisture Content: Test moisture content of porous materials and absorptive materials to ensure that they are dry before sealing them into an assembly. Document and report results of testing. Where tests are not satisfactory, dry materials and retest. If satisfactory results cannot be obtained with retest, remove and replace with new materials.
  - 1. Concrete: Moisture test prior to finish flooring application as specified in Division 09.
  - 2. Wood: Moisture test as per ASTM D4444 Standard Test Methods for Use and Calibration of Hand-Held Moisture Meters; unless otherwise indicated acceptable upper limits for wood products are < 20% at center of piece; < 15% at surface.
  - 3. Gypsum Board, Gypsum Plaster, Insulation, and other absorptive materials: Moisture test with a Pinless Moisture Meter to assess patterns of moisture, if any.
- E. Testing for Moisture Penetration:
  - 1. Windows: Test as per ASTM E1105 Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference at 100 percent static-air-pressure difference specified in applicable Division 08 Sections; unless otherwise indicated, acceptable upper limits are no leakage for 15 minutes.
    - a. Number of Tests: 1 percent of openings but not less than two.
  - 2. Horizontal Waterproofing (not roofing): Test as per ASTM D5957 Standard Guide for Flood Testing Horizontal Waterproofing Installations; acceptable upper limits are no leakage for 15 minutes.
    - a. Test frequency: 100 percent of horizontal waterproofed surfaces.
  - 3. Masonry: Test as per ASTM C1601 Standard Test Method for Field Determination of Water Penetration of Masonry Wall Surfaces; acceptable upper limits are no leakage for 15 minutes.
- 4. Exterior Walls:
  - a. Air tightness of the enclosure test: ASTM E779 Standard Test Method for Determining Air Leakage Rate by Fan Pressurization or ASTM E1827
    - Air Leakage: The mean value of the air leakage flow rate calculated from measured data at 0.3 in wg (75 Pa) must not exceed 0.25 cu ft/ minute per square foot of envelope area. Measurements must be referenced at standard conditions of 14.696 psi (101.325 KPa) and 68 deg F.
- F. Testing for Support of Microbial Growth: Test and report in accordance with ASTM D6329 Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers. Indicate susceptibility of product or material to colonization and amplification of microorganisms. Identify microorganisms and conditions of testing.
  - 1. Normal conditions: Perform testing at 35 degrees Centigrade and 50 percent relative humidity.
  - 2. Extreme conditions: Perform worst case scenarios screening tests by providing an atmosphere where environmental conditions may be favorable for microbial growth.
  - 3. Perform testing for the following:
    - a. Fireproofing material on appropriate substrate.
    - b. Ceiling tile.
    - c. Wall covering.
    - d. Other appropriate material.

## END OF SECTION 01 35 46

## **SECTION 01 40 00**

## **QUALITY REQUIREMENTS**

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect/Engineer, University, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:
  - 1. Section 01 42 00 "Reference" for list of references, standards and definitions.
  - 2. Section 01 91 13 "General Commissioning" for coordination of testing with commissioning activities.
  - 3. Division 23 for testing, adjusting and balancing of mechanical systems.
  - 4. Division 26 for testing of electrical systems.

#### 1.3 DEFINITIONS

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

of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

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

## 1.4 CONFLICTING REQUIREMENTS

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

requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect/Engineer for a decision before proceeding.

## 1.5 INFORMATIONAL SUBMITTALS

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

## 1.6 REPORTS AND DOCUMENTS

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

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

## 1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
  - 1. Monitor quality control over products, services, site conditions, and workmanship to produce work of specified quality.
  - 2. Comply fully with manufacturers' instructions, including each step in sequence.
  - 3. If manufacturers' instructions conflict with Contract Document requirements, request clarification from Architect/Engineer before proceeding.
  - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
  - 5. Perform work by persons qualified to produce workmanship of specified quality.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Subcontractor and Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. In addition, comply with the following:
  - 1. For all trades: Proof of applicable licensing.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 or ASTM D 3740 as appropriate; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
  - 3. Independent Agency: Meeting "Recommended Requirements for Independent Laboratory Qualifications" published by American Council for Independent Laboratories.
  - 4. Authorized to operate in the State of Colorado.
  - 5. Calibrate testing equipment at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or of accepted values of natural physical constants.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. When required, build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. When required, build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups, as applicable; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect/Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

## 1.8 QUALITY CONTROL

- A. University Responsibilities: Where quality-control services are indicated as University's responsibility, University will engage a qualified testing agency to perform these services.
  - 1. University will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made by the University.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to University are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by University, unless agreed to in writing by University.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect/Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

- 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
- 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar qualitycontrol services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples including, but not limited to, safe storage and proper curing of concrete test cylinders at Project site for first 24 hours after casting as required by ASTM C 31.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Manufactured Items and Equipment: Where manufactured products or equipment are required to have representative samples tested, do not use such materials or equipment until tests have been made and the materials or equipment found to be acceptable. Do not incorporate in the work any product which becomes unfit for use after acceptance.
- J. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 1. Distribution: Distribute schedule to University, Architect/Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: University will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of University, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect/Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect/Engineer with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

- 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 6. Retesting and reinspecting corrected work.

## PART 2 - EXECUTION

## 2.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections including instructions received from University. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect/Engineer.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
  - 5. Disposition: Pass, fail, nature of defects, if any.
  - 6. Date and descriptions of remedial or correction action taken.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect/Engineer's reference during normal working hours.

## 2.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

## 2.3 SCHEDULE OF INSPECTIONS AND TESTS BY UNIVERSITY

- A. University will engage testing agency and pay for testing and inspection associated with the following materials and systems, where included in the Project:
  - 1. Waterproofing.
  - 2. Air barriers.
  - 3. Fluid applied membranes.
  - 4. Thermal imaging.
  - 5. Curtain wall, window, and door field testing.

## END OF SECTION 01 40 00

## SECTION 01 41 00

## **REGULATORY REQUIREMENTS**

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

## A. Section Includes:

- 1. Building Department Authority.
- 2. Applicable Codes and Standards.

## 1.3 BUILDING DEPARTMENT AUTHORITY

- A. The University of Colorado Denver is charged with the responsibility of ensuring that provision of applicable codes, standards and guidelines are met on its campuses.
- B. The University Denver campus has an established Building Authority responsible to review and examine buildings and plan documents, to permit and inspect construction and/or demolition to ensure conformance to codes adopted by the University and issue certificates of temporary occupancy and occupancy if satisfactory conformance is demonstrated.
- C. The authority is executed by the Campus Building Official (CBO) who has the responsibility to perform all the duties set forth in the Current Approved State Buildings Codes and other applicable codes and standards indicated in the "Applicable Codes and Standards" Article of this Section.
- D. Permits: Obtain a separate permit for each Project from the Office of the CBO prior to erecting, constructing, enlarging, repairing, moving, removing, converting or demolishing any building or portion thereof. Coordinate and obtain all permits through the University Project Manager. The Contractor is not responsible for costs associated with construction permits.
  - 1. Exempt work: A building permit is not required for the following:
    - a. Fences less than or equal to 6 feet tall.
    - b. Movable casework, counters and partitions not over 5 feet 9 inches tall with no electrical or plumbing.
    - c. Platforms, walks, and driveways not more than 30 inches above grade and not over any basement or story below.
    - d. Painting, papering and similar finish work.
    - e. Other work of limited scope at the discretion of the CBO.
- E. Permit Issuance: The CBO, or at the discretion of the CBO a third-party code consultant, will review application, Drawings, Specifications, computations and other data filed for permit. Complete the permit application with the University Project Manager. Permits require submittal of two (2) stamped, signed sets

of Construction Documents, including Drawings, Specifications and all Addenda, and one (1) set of each engineering discipline's calculations, where such calculations are required. If CBO determines that submittal conforms to the requirements of the Building Code and other applicable codes, standards, laws, regulations and ordinances, an inspection record card will be issued with the building permit. Keep one stamped set of documents on site. The University will keep one stamped set in the Campus Support plan room.

- F. Suspension or Revocation of Permit: CBO may, in writing, suspend or revoke a permit issued in error or on the basis of submitted information that is incorrect or that is in violation of the Building Code and other applicable codes and standards.
- G. Posting of Permit: Post the Permit in a visible and protected location near the access to the project.
- H. Inspection Record Card: Post the Inspection Record Card next to the permit in a visible and protected location near the access to the project. CBO will make required entries based on inspection of the work.
- I. Inspection Requests:
  - 1. Notify CBO that work is ready for inspection two business days before such inspection is desired by telephoning the number posted on the permit. The CBO retains the right to require requests in writing.
  - 2. A re-inspection fee may be charged for prior rejected items.
- J. Construction Inspections:
  - 1. Contractor is not responsible for costs associated with construction inspections, except reinspections. The CBO or his/her designee will perform all general building, electrical and plumbing inspections. All construction or work for which a permit is required must remain accessible and exposed for inspection purposes. Provide access to and means for inspection of work.
  - 2. Site Utilities: Contact and comply with all requirements of City of Aurora.
  - 3. Plumbing and Electrical Inspections: For new buildings and major additions, contact and comply with all requirements of State of Colorado Plumbing and Electrical Boards.
  - 4. Provisions for structural and other special inspections required by Contract Documents, current approved State Building Codes and University Codes will be provided by the University.
- K. Certification of Occupancy:
  - 1. When CBO inspects the project and finds no violations of any provision of the Building Code, other applicable codes, standards, laws, regulations and ordinances, CBO will issue a Certification of Occupancy (CO) which will contain the following:
    - a. Building permit number.
    - b. Address of building.
    - c. Name and address of Owner.
    - d. Description of building or portion thereof for which certification is issued.
    - e. Statement that described building or portion thereof has been inspected for compliance with the requirements of the Building Code, other applicable codes, standards, laws, regulations and ordinances, as relates to type of occupancy and use for which the building is intended.
  - 2. Temporary Certificate of Occupancy (TCO): If CBO finds no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, CBO may issue a TCO for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
  - 3. Posting of CO: Provide a copy to the University Project Manager and post in a conspicuous location on the premises. CO may not be removed except by CBO upon initial occupancy.

4. Revocation of CO:

## 1.4 APPLICABLE CODES AND STANDARDS

- A. The following approved building codes and standards have been adopted by State Buildings Programs (SBP) as the minimum requirements to be applied to all state-owned buildings and physical facilities including capital construction and controlled maintenance construction projects. Current applicable codes can be obtained from The Office of the State Architect's website.
- B. University of Colorado Denver Codes and Standards: The following codes and standards supplement those indicated on the Office of the State Architect website.
  - 1. The Manual of Guidelines and Standards for Construction Projects
    - a. <u>http://ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/Guid</u> elinesStandards.aspx
  - 2. Colorado Rules and Regulations pertaining to Radiation Control, 6 CCR 1007 Part 1-20.
  - 3. Colorado Rules and Regulations pertaining Air Quality Control Commission Regulations, 5 CCR 1001-10, Part B "Asbestos Control."
  - 4. Colorado Rules and Regulations pertaining to Solid Waste, 6 CCR 1007-2.
  - 5. Colorado Rules and Regulations pertaining to Hazardous Waste, 6 CCR 1007-3.
  - 6. Federal Hazardous Waste Regulations, 40 CFR, Parts 260 through 264.
  - 7. Federal Clean Water Act (CWA) is 33 U.S.C § 1251 et seq. (1972).
  - 8. University of Colorado Denver | Anschutz Medical Campus, Asbestos Contaminated Soil Management, Standard Operating Procedure (SOP) Document.
  - 9. NFPA 30: Flammable and Combustible Liquids Code.
  - 10. NFPA 45: Standard on Fire Protection for Laboratories Using Chemicals.
  - 11. NFPA 72: National Fire Alarm and Signaling Code.
  - 12. Life Safety Code (NFPA 101) latest edition.
    - a. Use the most restrictive interpretation where NFPA 101 conflicts with the IBC requirements.
  - 13. OSHA "Safety and Health Regulation for Construction" (29 CFR 1926).
  - 14. OSHA "Occupational Safety and Health Standards" (29 CRF 1910).
  - 15. American Institute of Architects, Academy of Architecture for Health (AIA AAHA) and Facility Guidelines Institute (FGI), Guidelines for Design and Construction of Hospital and Healthcare Facilities latest edition (FOR PATIENT CARE AREAS ONLY).
  - 16. Uniform Federal Accessibility Standards (UFAS) latest edition.
  - 17. City of Aurora Asphalt and Paving Standards latest edition.
- C. Other Standards: As indicated in individual Specification Sections.

## END OF SECTION 01 41 00

## SECTION 01 42 00

#### REFERENCES

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Definitions.
  - 2. Industry Standards.
  - 3. Abbreviations and Acronyms.
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for an explanation of specification and drawing conventions.
  - 2. Section 01 41 00 "Regulatory Requirements" for a list of applicable codes.

## 1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
  - 1. Definitions in this Section are not intended to be complete, exhaustive or exclusive. They are general and apply to the Work to the extent that such definitions are not stated more explicitly in other provisions of the Contract Documents.
- B. "Approved": When used to convey Architect/Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect/Engineer's duties and responsibilities as stated in the Conditions of the Contract. Except where expressly indicated, such approval does not release the Contractor from responsibility to fulfill requirements of the Contract Documents.
- C. "Backup": N+1 system.
- D. "Directed": A command or instruction by Architect/Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- E. "EHS": Environmental Health and Safety.
- F. "Engineer": Architect/Engineer. Other terms including "Mechanical Engineer", "Electrical Engineer", or "Structural Engineer" have the same meaning as "Engineer."
- G. "General Conditions": Contract terms contained in Design/Build Agreement, State Form SC-8.0 and The General Conditions of the Design/Build Agreement, State Form SC-8.1.

- H. "General Requirements": Provisions and requirements of all Division 01 Sections as they apply to all aspects of the Work.
- I. "Guarantee": The narrow definition of the term "warranty" applying to both "warranty" and "guarantee" which terms are used interchangeably.
- J. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- K. "Redundant": 2N system. The level of redundancy is determined by design.
- L. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.
- M. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- N. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- O. "Owner": Principal Representative and/or University.
- P. "Provide": Furnish and install, complete and ready for the intended use.
- Q. "Project Manual": Bound, printed volume or volumes including Conditions of the Contract and Specifications, which may also include bidding requirements, contract forms, details, schedules, surveys, reports or other relevant items that may or may not be Contract Documents.
- R. "Project Site": Space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- S. "Supplementary Conditions": University Special Supplementary General Conditions. Other terms including "Supplementary General Conditions" shall have the same meaning.

#### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
  - 1. Referenced standards take precedence over standards that are not referenced but generally recognized in the construction industry as applicable.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents.
  - 1. Updated Codes and Standards: Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, submit Contractor-Initiated Change Order Bulletin and Change Order Proposal in accordance with

Section 01 26 00 "Contract Modification Procedures" for consideration to modify contract requirements to comply with revised code or standard.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
  - 2. Where required by individual Specification Sections provide and maintain copies of referenced codes and standards at Project Site.
  - 3. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Architect/Engineer reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- D. Unreferenced Standards: Unreferenced standards are not directly applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.
- E. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.

## 1.5 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	

ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers	(800) 527-4723
	www.ashrae.org	(404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Safety Engineers (The) www.asse.org	(847) 699-2929
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BOCA	BOCA (Building Officials and Code Administrators International Inc.) (See ICC)	
CFSEI	Cold-Formed Steel Engineers Institute www.cfsei.org	(866) 465-4732 (202) 263-4488
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
DASMA	Door and Access Systems Manufacturers Association www.dasma.com	(216) 241-7333
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
ICBO	International Conference of Building Officials (See ICC)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (202) 370-1800
ICEA	Insulated Cable Engineers Association, Inc.	(770) 830-0369

www.icea.net

	www.icea.iiet	
ICPA	International Cast Polymer Alliance www.icpa-hq.org	(703) 525-0511
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
ISO	International Organization for Standardization www.iso.org	41 22 749 01 11
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MCA	Metal Construction Association www.metalconstruction.org	(847) 375-4718
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFPA	NFPA International (See NFPA)	
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NSPE	National Society of Professional Engineers www.nspe.org	(703) 684-2800
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SЛ	Steel Joist Institute www.steeljoist.org	(843) 293-1995
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
UBC	Uniform Building Code (See ICC)	
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747

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WDMA	Window & Door Manufacturers Association www.wdma.com	(800) 223-2301 (312) 321-6802
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association (See MMPA)	
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, LLC www.icc-es.org	(800) 423-6587 (562) 699-0543

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

COE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce National Institute of Standards and Technology www.nist.gov	(301) 975-4040
DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-2664
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FG	Federal Government Publications www.gpo.gov	(202) 512-1800
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 619-8925

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	Occupational Safety & Health Administration vww.osha.gov	(800) 321-6742
	Department of State vww.state.gov	(202) 647-4000
C N	Department of Justice Office of Justice Programs National Institute of Justice www.ojp.usdoj.gov	(202) 307-0703
	Jnited States Postal Service vww.usps.com	(202) 268-2000
D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or of Documents, they shall mean the recognized name of the standards and regulations in the for Names, telephone numbers, and Web sites are subject to change and are believed to be accurate date as of the date of the Contract Documents.		ns in the following list.
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-2664
	Available from General Services Administration www.gsa.gov	(800) 488-3111 (202) 619-8925
	Available from National Institute of Building Sciences/Whole Building Design Guide www.wbdg.org/ccb	(202) 289-7800
MILSPEC	Military Specification and Standards (See DOD)	
USAB	United States Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
USATBCB	U.S. Architectural & Transportation Barriers Compliance Board (See USAB)	

# END OF SECTION 01 42 00

## **SECTION 01 60 00**

## PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for products selected under an allowance, if applicable.
  - 2. Section 01 23 00 "Alternates" for products selected under an alternate, if applicable.
  - 3. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
  - 4. Section 01 42 00 "References" for applicable industry standards for products specified.
  - 5. Section 01 77 00 "Closeout Procedures" for submittal of project warranties.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Requests for consideration of comparable products will only be entertained during bidding.
  - 2. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 3. Architect/Engineer's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation of a comparable product request. Architect/Engineer will notify Contractor of approval or rejection of proposed comparable product.
    - a. Form of Approval: Written Addendum.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents but must be provided by the Contractor.
- B. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- D. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- E. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or poweroperated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data.
  - 1. Name of product and manufacturer.
  - 2. Model and serial number.
  - 3. Capacity.
  - 4. Speed.
  - 5. Ratings.
  - 6. Power characteristics (if applicable).
  - 7. UL label or compliance (if applicable).

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

## C. Storage:

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

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents. Such disclaimers and limitations do not relieve warranty requirements on Work that incorporates product, nor do they relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to University.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for University.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time and Form: Comply with requirements in Section 01 77 00 "Closeout Procedures."
- D. Warranty Requirements:
  - 1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- 2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- 3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the University has benefited from use of the Work through a portion of its anticipated useful service life.
- 4. University's Recourse:
  - a. Written warranties made to the University are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the University can enforce such other duties, obligations, rights, or remedies.
  - b. Rejection of Warranties: The University reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
  - c. The University reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

## PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged, are asbestos free, and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. University reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect/Engineer will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product and provide only products previously approved during bid phase by written Addendum. The determination of equivalence is at the sole discretion of the Architect/Engineer who has no obligation to prove non-equivalence.
  - 7. Mechanical and electrical equipment design and their space requirements are based on the first named item of the Section in which specified or that scheduled on the Drawings. If other than the first named or scheduled item listed for use is selected, modification to other elements of Work may be required. Show all such modification on shop drawings and submittals as appropriate. The cost of such modifications is solely the responsibility of the Contractor.
  - 8. Where manufacturers are listed as acceptable for specific proprietary products but precise identification by model, series, or trade name is not specified, submit detailed product information for such products for Architect/Engineer's acceptance prior to ordering. Include specific requirements for modifications to other construction, including but not limited to, power and utility

requirements, characteristics, capacities, size and locations. The cost of such modifications is solely the responsibility of the Contractor.

- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. If proposing a comparable product by another manufacturer, whether named or not, provide a custom product if manufacturer's standard product does not include salient features of the Basis-of-Design product indicated. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - 6. Contractor's Option: Where materials, products, systems or methods are specified to be selected from a list of options, subject to compliance with requirements, the choice of which material, method, product or system will be solely at the Contractor's discretions. There will be no change in Contract Sum or Time because of such choice.
- C. Visual Matching Specification: Where Specifications require "match Architect/Engineer's sample", provide a product that complies with requirements and matches Architect/Engineer's sample. Architect/Engineer's decision will be final on whether a proposed product match.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect/Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect/Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

#### 2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Prior to bid, Architect/Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will reject request:

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

## END OF SECTION 01 60 00

## SECTION 01 73 00

## EXECUTION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

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

## B. Related Requirements:

1. Section 01 10 00 "Summary" for limits on use of Project site and procedures related to utility interruptions.

#### 1.3 DEFINITIONS

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

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor or professional engineer.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan and Request: Submit plan and request describing procedures at least 21 calendar days prior to the time cutting and patching will be performed.
  - 1. Submit request whenever cutting and patching operation affect:

- a. Work of the University or any separate contractor.
- b. Structural value or integrity of any element of the Project.
- c. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
- d. Efficiency, operational life, maintenance or safety of operational elements.
- e. Visual qualities of sight-exposed elements.
- f. Cutting new openings in existing structural concrete walls, floors and suspended slabs.
- g. Cutting new openings in existing roofs and roofing materials.
- h. Cutting exterior walls.
- i. Cutting into shafts.
- 2. Include the following information:
  - a. Extent: Describe reason for and extent of each occurrence of cutting and patching, including explanation of why cutting and patching operation cannot be reasonable avoided.
  - b. Changes to In-Place Construction: Describe cutting and patching methods and anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - c. Products: List products to be used for patching and firms or entities that will perform patching work.
  - d. Trades: Indicate trades and subcontractors who will perform the work.
  - e. Dates: Indicate when cutting and patching will be performed.
  - f. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - 1) Include description of provisions for temporary services and systems during interruption of permanent services and systems.
    - 2) Comply with requirements of Section 01 10 00 "Summary" related to existing utility and system interruptions.
  - g. Structural Elements: Where cutting and patching structural elements requires the addition of reinforcement, submit details and calculations signed and sealed by an Engineer registered in the State of Colorado. Indicate how new reinforcing will be integrated with original structure.
- 3. Limitations: Approval of cutting and patching request does not waive right of Architect/Engineer or University to later require complete removal and replacement of work found to be unsatisfactorily cut and patched.
- D. Certified Surveys: Submit two copies signed by land surveyor or professional engineer.
- E. Final Property Survey: Submit one electronic and two paper copies showing the Work performed and record survey data.
  - 1. Include certified statement that lines and levels of the work comply with the requirements of the Contract Documents and listing authorized or accepted deviations, cross-referenced to Change Order number, where applicable.

## 1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect/Engineer of locations and details of cutting and await directions from Architect/Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include but are not limited to the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Exterior curtain-wall construction.
    - d. Sprayed fire-resistive material.
    - e. Equipment supports.
    - f. Piping, ductwork, vessels, and equipment.
    - g. Noise- and vibration-control elements and systems.
  - 4. Visual Elements: Do not cut and patch construction exposed to the exterior or exposed in occupied spaces in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect/Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  - 5. Hazardous Materials: Do not proceed with cutting and patching operations until University has examined existing construction for the presence of asbestos and/or lead-based coatings. Comply with requirements in Section 01 35 00 "Special Procedures."
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 Section "Sustainable Design Requirements."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect/Engineer for the visual and functional performance of inplace materials.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work. Notify University Project Manager and Architect/Engineer and obtain approval prior to disturbing, moving or penetrating soil.
  - 1. Arrange for locating buried utilities including water and sewer lines within construction limits. Obtain location information and stake all known utilities prior to commencing construction activities.
    - a. Contact Utility Notification Center of Colorado (UNCC), 1-800-922-1987, and comply with UNCC guidelines.
  - 2. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping, underground electrical services, and other utilities.
  - 3. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present, for compliance with requirements for installation tolerances and other conditions affecting performance.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

- 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
- 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility or University, as appropriate, that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect/Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

#### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect/Engineer promptly.
- B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect/Engineer when deviations from required lines and levels exceed allowable tolerances. Record deviation which are accepted (i.e., not corrected) on record drawings in accordance with the requirements of Section 01 78 39 "Project Record Documents."
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey

markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect/Engineer.

## 3.4 FIELD ENGINEERING

- A. Identification: University will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect/Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect/Engineer before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor or professional engineer to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

## 3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

- 1. Make vertical work plumb and make horizontal work level.
- 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated to the extent they are more explicit or stringent than requirements of the Contract Documents.
- C. Install products at the time and under conditions, including weather that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Isolate each part of complete installation from incompatible material as needed to prevent deterioration.
- E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- F. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- G. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- H. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- I. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned, true and level as applicable, with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect/Engineer.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- J. Attachment to Concrete:
  - 1. No drilled inserts or powder-actuated fasteners are permitted in pre-stressed concrete except as specifically authorized by Contractor and carried out under the direct supervision of its Superintendent.
  - 2. Only those devices with a maximum controlled penetration of 3/4 inch or less will be permitted. Make holes through slabs by means of sleeves placed no closer than 2 inch from tensioning cables. Core drilling will not be permitted unless unavoidable and as specified for cutting and patching in this Section.
- K. Joints: Unless indicated otherwise, make joints of uniform width. Where joint locations in exposed work are required but not indicated, arrange joints for the best visual effect. Confirm arrangement with Architect/Engineer before proceeding. Fit exposed connections together to form hairline joints.

L. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Responsibility: Provide cutting and patching work, including attendant excavation and backfill required to complete the Work or to:
  - 1. Make components fit together properly.
  - 2. Uncover portions of the Work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work or work not conforming to requirements of Contract Documents.
  - 4. Remove samples of installed work as specified for testing.
  - 5. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
- C. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- D. Temporary Support: Provide temporary support of work to be cut.
- E. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- F. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- G. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- H. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations. Employ methods which will prevent settlement or damage to other work.

- 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- 6. Proceed with patching after construction operations requiring cutting are complete.
- I. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements, including tolerance, specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- J. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

## 3.7 UNIVERSITY-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for University's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by University's construction personnel.
  - 1. Construction Schedule: Inform University of Contractor's preferred construction schedule for University's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify University if changes to schedule are required due to differences in actual construction progress.
  - 2. Preinstallation Conferences: Include University's construction personnel at preinstallation conferences covering portions of the Work that are to receive University's work. Attend preinstallation conferences conducted by University's construction personnel if portions of the Work depend on University's construction.

#### 3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven calendar days during normal weather or three calendar days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
- B. Collection Point: Review location with University and obtain approval.
- C. Site: Maintain Project site free of waste materials and debris.
- D. Wind Blown Debris: Prevent spread of trash, debris, cartons, packing material, or other waste on or off Project site by wind.
- E. Dust: Sprinkle dusty debris with water.
- F. Packing Materials: Immediately after uncrating or unpacking materials or equipment, remove all crating, lumber, excelsior, wrapping or other like combustible materials from building to central collection facility.
- G. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- H. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- I. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- J. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- K. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- L. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- M. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- N. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- O. Snow and Ice: Remove snow and ice from sidewalks adjacent to site and from access ways to building and construction site.
- P. Streets: At frequency required by University and/or governing authority, clean adjacent and nearby streets of dirt resulting from construction operations.

## 3.9 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

## 3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Excessively high or low temperatures.
  - 4. Thermal shock.
  - 5. Excessively high or low humidity.
  - 6. Air contamination or pollution.
  - 7. Water or ice.
  - 8. Solvents.
  - 9. Chemicals.
  - 10. Light.
  - 11. Radiation.
  - 12. Puncture.
  - 13. Abrasion.
  - 14. Heavy traffic.
  - 15. Soiling, staining and corrosion.
  - 16. Bacteria.
  - 17. Rodent and insect infestation.
  - 18. Combustion.
  - 19. Electrical current.
- 20. High speed operation.
- 21.
- Improper lubrication. Unusual wear or other misuse. 22.
- 23. Contact between incompatible materials.
- 24. Misalignment.
- Excessive weathering. 25.
- 26. Unprotected storage.
- Improper shipping or handling. 27.
- Theft. 28.
- 29. Vandalism.

### END OF SECTION 01 73 00

### SECTION 01 77 00

#### **CLOSEOUT PROCEDURES**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures, including Notice of Completion and Final Inspection procedures.
  - 2. Occupancy procedures, including Notice of Approval of Occupancy/Use and University Supplemental Notice of Occupancy and Use List.
  - 3. Final Acceptance procedures, including Pre-Acceptance Checklist and University Supplemental Building/Project Acceptance List.
  - 4. Inspections after completion.
  - 5. Warranties.
  - 6. Final cleaning.
  - 7. Repair of the Work.
- B. Related Requirements:
  - 1. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
  - 2. Section 01 73 00 "Execution" for progress cleaning of Project site.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 01 79 00 "Demonstration and Training" for requirements for instructing University's personnel.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Notice of Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Acceptance.

#### 1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

### 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

### 1.6 NOTICE OF COMPLETION AND SUBSTANTIAL COMPLETION PROCEDURES

- A. Procedures and Submittals Prior to Notice of Completion: Complete and submit all of the following items prior to submitting Notice of Completion to Architect/Engineer. Include Contractor's comprehensive list of items to be completed, corrected or not in compliance with the Drawings and Specifications.
  - 1. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's preliminary punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
  - 2. Building Inspection Record: Submit completed record with all required corrections noted.
  - 3. Certificate of Occupancy: Submit Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO).
  - 4. Final Completion Schedule: Submit schedule for performing and completing all work indicated on the Contractor' list of incomplete items.
  - 5. Submit sustainable design documentation.
  - 6. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 7. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 8. Submit test/adjust/balance records.
- B. Final Inspection: Submit Notice of Completion to Architect/Engineer. Upon receipt, Architect/Engineer and University will review and if all items on the University Supplemental Notice of Completion Checklist are complete will, within the timeframe required by the Contract, schedule and make an inspection of the Project to determine whether the Work is substantially complete.
  - 1. Final Punch List: Based on the inspection, Architect/Engineer will prepare a final punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work for any reason.
  - 2. Re-inspection: If the cumulative number of items identified on the final punch list prevents a determination that the work is substantially complete, complete those items and when complete resubmit Notice of Completion. Upon receipt of resubmittal, Architect/Engineer and University will then schedule and make a re-inspection of the Project to determine whether the Work is substantially complete.
- C. Notice of Substantial Completion: When inspection of the Work indicates that the Project is substantially complete and all other Contract provisions required for substantial completion have been satisfied, Architect/Engineer will issue a Notice of Substantial Completion (State Form SBP-07).

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

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor or as approved by Architect/Engineer.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect/Engineer.
    - d. Name of Contractor.
    - e. Page number.
  - 4. Submit list of incomplete items in the following format:
    - a. MS Excel and PDF electronic file. Architect/Engineer will return annotated file.

### 1.8 OCCUPANCY PROCEDURES

A. Procedures and Submittals Prior to Occupancy: Complete and submit all items on both State Form SBP-01 "Notice of Approval of Occupancy/Use" and University Supplemental Notice of Occupancy and Use List.

#### 1.9 FINAL ACCEPTANCE PROCEDURES

- A. Procedures and Submittals Prior to Final Acceptance: Complete and submit all items on both State Form SBP-05 "Pre-Acceptance Checklist" and University Supplemental Building/Project Acceptance List.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 business days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.10 SETTLEMENT AND FINAL PAYMENT

- A. Submit and complete all of the following as a condition precedent to settlement and final payment:
  - 1. All guarantees and warranties.
  - 2. All statement to support local sales tax refunds, if any.
  - 3. Three (3) sets of operation and maintenance manuals.
  - 4. One (1) set of as-built Contract Documents showing all job changes.
  - 5. All demonstration and training completed in accordance with Section 01 79 00.
  - 6. All punch list items documented as complete.

B. Final Certificate of Payment: Submit in accordance with the requirements of Section 01 29 00 "Payment Procedures."

### 1.11 INSPECTIONS AFTER COMPLETION

- A. Warranty/Guarantee Inspections: During the warranty period, accompany Architect/Engineer and University Representative, and participate in inspection(s) of the Project to identify defective and deficient work at intervals and as required by the Contract.
- B. List of Deficient or Defective Work: Within 10 business days of inspection, Architect/Engineer will provide Contractor with a list of items requiring correction.
- C. Remedial Work: Upon receive of itemized list, immediately correct and remedy deficiencies and defects in a manner satisfactory to the Architect/Engineer and University.

### 1.12 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties to the Architect/Engineer prior to advertisement of the Notice of Contractor's Settlement. If the Notice of Acceptance designates a commencement date for warranties other than the date of Notice of Acceptance for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- B. Partial Occupancy: When a designated portion of the Work is completed and occupied or used by the University, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect/Engineer within fifteen (15) calendar days of completion of that designated portion of the Work.
- C. Special Warranties: When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the University through the Architect/Engineer for approval prior to final execution. Refer to individual Specification Sections for specific requirements for special warranties.
- D. Form of Submittal: Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Number of Copies: Two.
  - 2. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 5. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.
- F. List of Extended Warranties: Provide a comprehensive list of all manufacturers' standard and special warranties with duration greater than one year after Notice of Acceptance. Organize list into an orderly sequence based on table of contents of the Project Manual.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.
  - 2. Do not use sweeping compounds on concrete floors that will leave residue affecting finish floor materials.

### PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations immediately prior to Occupancy for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior finishes to a dirt-free condition, free of grease, dust, stains, films, fingerprints, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - j. Power scrub and power buff resilient flooring surfaces, tile and fluid-applied flooring.
    - k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - l. Remove labels that are not permanent.
    - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment where applicable, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- r. Clean food service equipment to sanitary condition acceptable for intended food service use and approved by authority having jurisdiction.
- s. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

### 3.3 ATTACHMENTS

- A. Samples of the following forms are appended to this Section for reference following End of Section 01 77 00:
  - 1. University of Colorado Denver | Anschutz Medical Campus Supplemental Notice of Occupancy and Use List.
  - 2. University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List.

### END OF SECTION 01 77 00



# Supplemental Building / Project Acceptance List

Project Name & Number:

Contractor:

In addition to completing Pre-Acceptance Checklist (SBP-05), the following items must be completed before Final Acceptance.

Activity	Date Completed	Remarks
1. Review State Buildings Pre-Acceptance check list & Notice of Approval of Occupancy / use form with BMO rep & confirm agreement with status		
*2. Establish list of post construction change orders & track separately from basic project until items are complete – call it Phase 2 to avoid delay on basic project		
3. O & M Manuals given to BMO Representative and BMO Archivist (2 hard copies and 1 electronic total)		
*4. Record Documents – a hard copy of plans and specifications are provided for plan room & given to BMO & electronic auto cad & specs are given to Archive Officer (Art Steinman) this is to include landscape drawings showing irrigation installation.		
*5. Final Site Walk is completed with University Grounds Supervisor. Drain barriers are removed and storm drains cleared. MS4 storm water plan, CDPHE permits, and evidence of final closeout received by Project Manager and all copied to University Engineering Division.		
*/**6. <u>Move-related work items complete including physical move, tours</u> (occupants & police), mail, phone & electrical hook ups for equipment & furniture systems complete & freezers enrolled in University freezer program.		
7. If exterior work is applicable: Landscape – Include a walk through with University Grounds for 1) new & established 1-year service date; 2) existing damaged landscape is repaired; and 3) irrigation – zone control test is complete.		
8. Attic stock, matches spec. requirements, is located in secured location, and is inventoried.		
9. Electrical system one line diagram framed and mounted in electrical room.		
10. Spare fire suppression heads in cabinets and tool: cabinet in main electrical room includes one complete set of spare fuses for major equipment.		
11. Contractor keys issued by University BMO returned to University Key Shop via PM/ BMO Rep.		
12. Interior Finishes Binder given to the University Project Manager: (Two hard copies)		
13. Not Used		
14. Not Used		

15. Safety grating in pipe chases in place.	
16. Signs in place including monument sign, building exterior and site signage and building interior signage.	
17. All applicable reports, including Air Emission reports; Sewer Reports, including for process diverters, traps and collection tanks; Fuel Storage Tank and Detection reports; and Water System tests and reports provided to BMO via PM and BMO Rep.	
18. Not Used	
19. Not Used	
20. Not Used	
21. Not Used	
22. If commissioning is included for project, Commissioning Agent certification is received by BMO via PM and BMO Rep.	

University Project Manager (sign & print name)

Date

University BMO Rep. (sign & print name) Date

University FSS (sign & print name) Date

University Downtown Rep (if necessary) (sign & print name) Date

\*Warranty dates are not subject to completion of these items by contract

\*\* Highlighted items are not the responsibility of Contractor but PM and BMO Rep must ensure these are completed and operational prior to occupancy and use.

Mark N/A by item if it is not applicable to project 3.1.12

## SECTION 01 78 23

### **OPERATION AND MAINTENANCE DATA**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Systems, subsystems, and equipment operation and maintenance manuals.
  - 3. Product maintenance manuals.
  - 4. Emergency manuals.
  - 5. Framed operating and maintenance instructions.
- B. Related Requirements:
  - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Section 01 91 13 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

#### 1.3 DEFINITIONS

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

### 1.4 CLOSEOUT SUBMITTALS

- A. Schedule: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 30 calendar days before commencing demonstration and training. Architect/Engineer will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect/Engineer's comments. Submit copies of each corrected manual within 15 calendar days of receipt of Architect/Engineer's comments and prior to commencing demonstration and training.
- B. Format: Submit operations and maintenance manuals in the following format:
  - 1. Paper copies. Assemble in accordance with the requirements of this Section.

- a. Submit three final copies, one to be retained by the Architect/Engineer and two to be retained by the University.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 30 calendar days before commencing demonstration and training. Architect/Engineer will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect/Engineer's comments. Submit copies of each corrected manual within 15 calendar days of receipt of Architect/Engineer's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Intent: Prepare data in form of an instructional manual for use by University personnel.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- C. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of University.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Construction Manager.
  - 7. Name and contact information for Architect/Engineer.
  - 8. Name and contact information for Commissioning Authority.
  - 9. Names and contact information for major consultants to the Architect/Engineer that designed the systems contained in the manuals.
  - 10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using

appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- G. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
- H. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in minimum 1 inch and maximum 2 inch thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20 lb., white bond paper.
  - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 SYSTEMS, SUBSYSTEMS AND EQUIPMENT OPERATION AND MAINTENANCE MANUALS

- A. General: Provide operation and maintenance manuals where indicated in individual Specification Section and the following:
  - 1. Heating, ventilating and air-conditioning equipment and systems.
  - 2. Plumbing equipment and systems.
  - 3. Special piping equipment and systems.
  - 4. Electrical distribution systems.
  - 5. Standby generator systems.
  - 6. Communications systems.
  - 7. Fire alarm and detection systems.

- 8. Underground sprinkler systems.
- 9. Automatic entrances.
- 10. Food service equipment.
- 11. Elevators.
- 12. Other special construction and conveying systems.
- B. Operation Content: In addition to requirements in this Section, include operation data required in individual Specification Sections.
  - 1. Additional Operation Content Required:
    - a. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
    - b. Performance and design criteria if Contractor has delegated design responsibility.
    - c. Operating standards.
    - d. Operating procedures.
    - e. Operating logs.
    - f. Wiring diagrams.
    - g. Control diagrams.
    - h. Piped system diagrams.
    - i. Precautions against improper use.
    - j. License requirements including inspection and renewal dates.
  - 2. Descriptions: Include the following:
    - a. Product name and model number. Use designations for products indicated on Contract Documents.
    - b. Manufacturer's name.
    - c. Equipment identification with serial number of each component.
    - d. Equipment function.
    - e. Operating characteristics.
    - f. Limiting conditions.
    - g. Performance curves.
    - h. Engineering data and tests.
    - i. Complete nomenclature and number of replacement parts.
  - 3. Operating Procedures: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Instructions on stopping.
    - f. Normal shutdown instructions.
    - g. Seasonal and weekend operating instructions.
    - h. Required sequences for electric or electronic systems.
    - i. Special operating instructions and procedures.
  - 4. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
  - 5. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.
- C. Maintenance Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and

service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- 1. Source Information: Provide the following information in a list for each product included in manual:
  - a. Name, address, and telephone number of Installer or supplier and maintenance service agent.
  - b. Name, address, and telephone number of local source for supply of replacement parts.
  - c. Name, address, and telephone number of maintenance contractor, where appropriate.
  - d. Cross-reference Specification Section number and title.
  - e. Drawing or schedule designation or identifier where applicable.
- 2. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - a. Standard maintenance instructions and bulletins.
  - b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - c. Identification and nomenclature of parts and components.
  - d. List of items recommended to be stocked as spare parts.
- 3. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - a. Test and inspection instructions.
  - b. Troubleshooting guide.
  - c. Precautions against improper maintenance.
  - d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - e. Aligning, adjusting, and checking instructions.
  - f. Demonstration and training video recording, if available.
- 4. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - a. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - b. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- 5. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- 6. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- 7. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - a. Include procedures to follow and required notifications for warranty claims.
  - b. Include information sheet covering proper procedures in event of failure and instances which might affect validity of warranties and bonds.

## 2.3 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Separate into two manuals: one for exterior moisture protection products and those exposed to weather and one for interior

products. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: Provide the following information for each product included in manual:
  - 1. Name, address, and telephone number of Installer or supplier and maintenance service agent.
  - 2. Cross-reference Specification Section number and title.
  - 3. Drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

### 2.4 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.
  - 4. Water leak.
  - 5. Power failure.
  - 6. Water outage.
  - 7. System, subsystem, or equipment failure.
  - 8. Chemical release or spill.

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

### 2.5 FRAMED OPERATING AND MAINENANCE INSTRUCTIONS

- A. All mechanically and electrically operated equipment and controls shall be provided with legible and complete wiring diagrams, schematics, operating instructions, and pertinent preventative maintenance instructions in a sturdy frame with clear glass or plastic cover. Use non-fading, permanent media.
- B. Locate frames in the same room or service enclosure as equipment, or in the nearest mechanical or electrical room.

PART 3 - EXECUTION (Not Used)

## END OF SECTION 01 78 23

## SECTION 01 78 39

### PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Record Samples.
  - 5. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 01 73 00 "Execution" for final property survey.
  - 2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

### 1.3 CLOSEOUT SUBMITTALS

- A. General: Submit record drawings with duplicate original transmittal letters containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Certification that each document as submitted is complete and accurate.
  - 5. Signature of authorized representative of the Contractor.
- B. Record Drawings: Submit copies of record Drawings as follows:
  - 1. Submit three paper-copy sets of marked-up record prints, two copies will be retained by the University and one copy retained by the Architect/Engineer.
  - 2. Submit three paper-copy sets and three digital copies on CD of electronic files for all delegateddesign submittals. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
- C. Record Specifications: Submit three paper copies of Project's Specifications, including addenda and contract modifications. Two copies will be retained by the University and one copy retained by the Architect/Engineer.

- D. Record Product Data: Submit three paper copies of each submittal. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- E. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit three paper copies of each submittal. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
- F. Interior Finishes Binder: Three copies. Two copies will be retained by the University and one copy retained by the Architect/Engineer.

### PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
    - f. Mark using line types and symbols conforming to Contract Documents.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities referenced to permanent surface improvements.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities referenced to visible and accessible features of structure.
    - j. Locations of concealed valves, dampers, controls, balancing devices, junction boxes, cleanouts, and other items requiring access or maintenance.
    - k. Changes made by Change Order.
    - 1. Changes made following Architect/Engineer's written orders.
    - m. Details not on the original Contract Drawings.

- n. Field records for variable and concealed conditions.
- o. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark additional information important to University that was either shown schematically or omitted from original Drawings.
- 6. Note Change Order numbers, and similar identification, where applicable.
- B. Record Delegated Design Electronic Files: For all delegated design submittals, including but not limited to landscape irrigation, fire alarm and fire sprinkler plans, prepare electronic files in full compliance with University of Colorado Denver | Anschutz Medical Campus Guidelines and Design Standards, Part 1.0, Paragraph "Drawing Production Standards."
- C. Identification: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect/Engineer.
    - e. Name of Contractor.

### 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to substitutions, selection of options, and similar information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change Orders where applicable.
  - 4. Maintain one complete copy of all Addenda, Change Orders and other written change documents in printed form during construction.

### 2.3 RECORD PRODUCT DATA

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

- B. Directory: Include record Product Data directory organized by Specification Section number and title.
- C. Product List: Update and record any changes to Product List submitted in accordance with Section 01 60 00 "Product Requirements", including any changes to brand, model, subcontractor, or Installer so that final list reflects materials, equipment and systems incorporated into the Work.

### 2.4 RECORD SAMPLES

- A. Prior to Final Acceptance, meet with University Project Manager and Architect/Engineer at site to review and identify which submitted samples maintained during the progress of the Work are to be transmitted to the University.
- B. Deliver selected samples to storage area identified by University.
- C. Finishes Binder: Three-ring notebook or notebooks, organized by Specification Section number, providing a listing and description of all material finishes on the Project and including a minimum 6 inch by 6 inch sample thereof to accompany the description. Accompany each material selection indicated with the following:
  - 1. Manufacturer and product name.
  - 2. Pattern name and number, as applicable.
  - 3. Color name, as applicable.
  - 4. Any additional information required to order replacement product.

### 2.5 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
  - 1. Include manufacturer's certifications, field test record, copies of permits, licenses, certifications, inspection reports, releases, notices, receipts for fee payments and similar documents.
- B. Directory: Include miscellaneous record submittals directory organized by Specification Section number and title.

### PART 3 - EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

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

#### END OF SECTION 01 78 39

## SECTION 01 81 13

### SUSTAINABLE DESIGN REQUIREMENTS

### PART 1 - GENERAL

### 1.1 SYSTEM REQUIREMENTS

- A. Design Requirements:
  - 1. Comply with State of Colorado High Performance Certification Program (HPCP).
    - a. LEED Certification Level: At a minimum, achieve the level required by the HPCP at the commencement of the project.
    - b. Design building enclosure, building interiors and building systems, and select materials consistent with and as required for achievement of the project LEED certification goal, including both prerequisites and credits.
  - 2. LEED Checklist: Prepare a checklist identifying credits to be achieved and demonstrating that the design, when complete, will obtain the required LEED certification level.
  - 3. Pursue Measurement + Verification credit for all buildings.
- B. Performance Requirements:
  - 1. Energy Reduction: Design building to achieve the reduction of energy by cost method based on ASHRAE 90.1 required by the HPCP.

#### 1.2 QUALITY ASSURANCE

- A. LEED Coordinator: Require Contractor to engage an experienced LEED-Accredited Professional to manage the LEED compliance program during construction.
- B. LEED Action Plan: Require Contractor to prepare and submit plan identifying strategies for obtaining the following credits, as applicable:
  - 1. Credit MR 2: Waste management plan.
  - 2. Credit MR 3: Salvaged and refurbished materials.
  - 3. Credit MR 4: Materials with recycled content.
  - 4. Credit MR 5: Regional materials.
  - 5. Credit MR 7: Certified wood products.
  - 6. Credit IEQ 3.1: Construction indoor-air-quality management plan.
- C. LEED Progress Reports: Require Contractor to provide, with each Application for Payment, a progress report comparing construction and purchasing with LEED action plans.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Specify products and procedures necessary to obtain the LEED credits identified in the project LEED checklist, considering the following:
  - 1. Credit MR 3: Salvaged, refurbished or reused materials.
  - 2. Credit MR 4: Recycled content of material.
  - 3. Credit MR 5: Regional materials.
  - 4. Credit MR 7: Certified Wood.
  - 5. Credit IEQ 4: Low-Emitting Materials

### PART 3 - EXECUTION

### 3.1 CONSTRUCTION WASTE MANAGEMENT

A. Credit MR 2: Develop a construction waste management program sufficient to achieve the level indicated in LEED checklist.

#### 3.2 CONSTRUCTION INDOOR-AIR-QUALITY MANAGEMENT

A. Credit IEQ 3: Require Contractor to comply with requirements during construction and before occupancy to achieve these credits. Additional construction indoor-air-quality procedures are specified in Section 01 35 46 – Indoor Air Quality Procedures.

## END OF SECTION 01 81 13

## SECTION 07 62 00

## SHEET METAL FLASHING AND TRIM

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Formed wall sheet metal fabrications.

## 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Anschutz Medical Campus.
- 1.3 ACTION SUBMITTALS
  - A. Product Data: For each type of product.
  - B. Shop Drawings: For sheet metal flashing and trim.
    - 1. Include plans, elevations, sections, and attachment details as required.
    - 2. Distinguish between shop- and field-assembled work.
    - 3. Include identification of finish for each item.
    - 4. Include pattern of seams and details of termination points, expansion joints and expansionjoint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.
  - C. Samples: For each exposed product and for each color and texture specified.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Product test reports.
- C. Sample warranty.

## 1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

## 1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
  - 1. For copings and roof edge flashings that are SPRI ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.
- B. Mockups: Build mockups to verify selections made under Sample submittals to demonstrate aesthetic effects and to set quality standards for fabrication and installation. Accepted mockups may remain as part of Rebuilding.

## 1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

## 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
  - 1. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply

coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Color: Match existing gasket or curtainwall metal or glass.

## 2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

## 2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Obtain field measurements for accurate fit before shop fabrication.

- 2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
- 3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- C. Sealant Joints: Where movable, non-expansion type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- H. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- I. Fabricated Balcony Diverters: Fabricate Diverters to dimension required from 0.019-inch stainless steel.

## 2.5 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings subject to existing opening or vent grill dimensions. Form head and sill flashing with 2-inch- high, end dams. Fabricate from the following materials:
  - 1. Galvanized Steel: 0.022 inch thick.
  - 2. Aluminum: .040 inch thick

## PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  - 5. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressuretreated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  - 1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or framing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

## 3.2 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

## 3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

## END OF SECTION 07 62 00

## SECTION 07 92 00

## JOINT SEALANTS

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.

## 1.2 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers four samples of materials that will contact or affect joint sealants. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Preconstruction compatibility and adhesion test reports.
- C. Warranties.

## 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

B. Preinstallation Conference: Conduct conference at Project site AMLI Riverfront.

## 1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Ten years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 MATERIALS, GENERAL

- A. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Architectural Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- B. Low-Emitting Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
  - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

## 2.2 SILICONE JOINT SEALANTS

- A. Dow 795 or approved equal.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Building Systems.
    - b. Dow Corning Corporation.
    - c. GE Advanced Materials Silicones.
    - d. Pecora Corporation.
    - e. Sika Corporation; Construction Products Division.
    - f. Tremco Incorporated.
  - 2. Type: Single component (S).
  - 3. Grade: nonsag (NS).
  - 4. Class: 100/50.

## 2.3 JOINT SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type B (bicellular material with a surface skin) or one any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

## 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### PART 3 - EXECUTION

## 3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

- 1. Remove laitance and form-release agents from concrete.
- 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

## 3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

## 3.3 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed, and cured sealant joints as follows:
    - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
    - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

## 3.4 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces US-1.
  - 1. Joint Locations:
    - a. Joint between curtain wall and masonry.
    - b. Joints in glazing gasket intersection.
    - c. Joints between pressure plate sections.
    - d. Joints between mullion plugs and mullions.
    - e. Vertical Butt glaze sealant.
    - f. Other joints as indicated.
  - 2. Joint Sealant: Silicone.
  - 3. Joint-Sealant Color: Match Existing Sealant sample or as selected by Engineer from manufacturer's full range of colors.

## END OF SECTION 07 92 00

## **SECTION 08 41 13**

## ALUMINUM FRAMED STOREFRONTS

### PART 1 - GENERAL

- 1.1 Work Included
  - A. Add Anti Walk Blocks in the existing Storefront Window as identified on the dtawings identified as Work Item 9.
  - B. All storefront systems is EFCO<sup>®</sup> System 401 Flush-Glazed Shear Block Storefront.
- 1.2 Related Work
  - A. Section 08 44 13 Glazed Aluminum Curtain Walls.
  - B. Section 08 80 00 Glazing.
- 1.3 Products
  - A. Anti Walk Block Supplied by EFCO Corporation.

## END OF SECTION 08 41 13

## **SECTION 08 44 13**

## GLAZED ALUMINUM CURTAIN WALL

## PART 1 - GENERAL

- 1.1 Work Included
  - A. Repair leaks at existing architectural aluminum curtain wall complete with related components as shown on drawings and specified in this section.
  - B. Curtain Wall System shall be EFCO® Series 5900 Outside Glazed.
  - C. Glass
    - 1. Reference Section 08 80 00 for Glass and Glazing.
  - D. Single Source Requirement
    - 1. All products listed in Section 1.02 shall be by the same manufacturer.
- 1.2 Glazing Gaskets
  - A. All new glazing gasket will be manufactured by EFCO Corporation.

## END OF SECTION 08 44 13

## **SECTION 08 90 00**

## AAMA 501.3 WATER TEST

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# 1.0 SCOPE AND PURPOSE

The purpose of this document is to provide a quality assurance and diagnostic field water check method for installed storefronts, curtain walls, and sloped glazing systems. The procedure outlined in this document is not intended to test the rated or specified water performance representative of a wind driven rain event. AAMA 503 is the proper test method for field testing of storefronts, curtain walls, and slope glazing for air leakage resistance and water penetration resistance performance.

NOTE: This field check method is not appropriate for testing of operable components such as operable windows and doors. AAMA 502-02 is the proper test method for field air leakage resistance and water penetration resistance testing of operable windows and doors.

This field check procedure is intended to evaluate those joints, gaskets and sealant details in the glazing which are designed to remain permanently closed and watertight.

The primary units of measure in this document are metric. The values stated in SI units are to be regarded as the standard. The values given in parentheses are for reference only.

# 2.0 PREPARATION OF TEST AREA

All framing and/or units shall be installed on the lower two typical floors of the building for curtain wall testing and on the lowest typical floor for storefront or sloped glazing system testing. The area shall be fully glazed to provide a completed installation. All of this work shall be done in strict accord with approved shop drawings and job specifications. The architect and/or owner's representative shall designate an area of the completed portion to be tested. The test area shall be a representative sample of typical construction and shall have no outstanding punch list items or other visible defects. If no test area and/or location has been identified, the persons doing the test shall select an area. This area shall be selected to provide representative performance data, usually a minimum of  $9.3 \text{ m}^2(100 \text{ ft}^2)$ . The area to be tested shall include, perimeter caulking, typical splices, frame intersections, and, if applicable, at least 2 entire vision lites and 2 entire spandrel lites containing an intermediate vertical member and an intermediate horizontal member. All operable components within the test area shall be isolated and exempt from the test procedure. See Figures 1, 2 and 3 for typical test assemblies.

NOTE: Testing shall be performed as soon as possible after the fenestration product is installed and prior to the installation of drywall or other interior finish wall materials. If interior wall materials have been installed, they shall be removed at the test area to allow visual access to check for water penetration, or other means of visual access shall be provided. If removal of interior finish work is required, the sponsor of the test is responsible for the cost of removal and repairs.

## **3.0 APPARATUS**

The test shall be conducted using a Type B-25, #6.030 brass nozzle with a 1/2" FPT as manufactured by Monarch Manufacturing Works, Inc./Newton Tool & Mfg. Company, 500 Pedricktown Road, Swedesboro, NJ 08085 (Phone: 856-241-1500 or 800-394-7377). The nozzle shall be connected to a hose [-19 mm (3/4 in) diameter is suggested] and shall be provided with a control valve and a pressure gauge between the valve and the nozzle. The water pressure to the nozzle shall be adjusted to produce 205 to 240 kPa (30 to 35 psi) at the nozzle inlet. The pressure gauge shall be calibrated at a maximum of 6-month intervals. Record of calibration certificates shall be made available upon request.

NOTE: This test method may be conducted at pressures lower than 205 kPa (30 psi) providing that the reason (i.e. not practical at a multist01Y building location) for not achieving this pressure is I) acceptable to the specifier, 2) the pressure is not lower than 170 kPa (25 psi) and 3) the reason and the actual pressure are so noied in the test report as an exception to the method.

# 4.0 PROCEDURE

4.1 The designated test area shall be divided into and evaluated in 1.5 m (5 ft) sections of the framing and joint. The nozzle shall be held at a distance of 305 mm (I ft)  $\pm$ 25 mm (I in) from the location under test. Each 1.5 m

(5 ft) section of test area shall be evaluated for a period of 5 minutes by slowly moving the nozzle back and forth over the test section (see Figure 4) while maintaining the nozzle perpendicular to the plane of the wall.

NOTE: It is recommended that a gauge be attached to the end of the nozzle to ensure that the specified distance from the joint under test is maintained.

4.2 Working from the exterior, the wall test section shall be selectively wetted progressing from the lowest horizontal framing member, then the adjacent framing intersections, then the adjacent vertical framing members, etc. During the test, an observer on the indoor side of the wall, using a flashlight, if necessary, shall check for any water leakage and shall note where it occurs.

NOTE: For this water leakage field check, water leakage is defined as any uncontrolled water that appears on any normally exposed interior surfaces, that is not contained or drained back to the exterior, or that can cause damage to adjacent materials or finishes. Water contained within drained flashings, gutters, and sills is not considered

water in a five-minute test period on top of an interior stop or stool integral with the system shall not be considered water leakage.

4.3 If no water leakage occurs during the five-minute test, the next 1.5 m (5 ft) of framing shall be wetted for five minutes, and testing continued in this manner until the entire test area is tested.

4.4 If water leakage occurs and the source of the leakage cannot be identified, the following sequence shall be followed:

4.4.1 After allowing the wall to dry completely and working downward from the top of the area to be checked, all joints, gaskets and framing within this area shall be completely and tightly covered, on the outdoor side, with a waterproof adhesive masking tape. If necessary, use small amounts of sealant where the tape wraps around the framing corners and joints to ensure that the masking is complete and waterproof.

4.4.2 Starting at the bottom of the prepared area, the masking tape shall be removed from the lowest horizontal framing for a distance of not more than 1524 mm (5 ft) from one end of the frame, including the joint intersection or corner at the end. This exposed length shall be subjected to the nozzle spray as directed in Section 4. I.

4.4.3 If no water leakage occurs during the five-minute test period, this length of framing shall be considered satisfactory and shall remain uncovered. If leakage has occurred at any point, the framing shall be retaped at such points to prevent further leakage of these points during the subsequent checking of joints and framing adjacent to or above them.

4.4.4 This process shall then be repeated on all framing, gaskets and joint intersections within the designated area, using increments of exposed framing length not exceeding 1524 mm (5 ft) and always working upward on the wall.

NOTE: In some cases, due to unforeseen delays or other causes, more than one working day may be required to completely check the designated area, necessitating that some or all the masking tape be left in place over night. The tape should not remain on finished metal or glass surfaces any longer than necessary, especially where subjected to strong sunlight, as this may make its removal difficult. It is the responsibility of the party contracting for the test to properly clean any residual adhesive or sealant resulting from the testing.

4.5 Testing shall be performed by an AAMA accredited independent testing agency.

SPECIFIER NOTE: MMA accredited laboratories are required to comply with AAMA 204-98 "Guidelines for MMA Accreditation of Independent Laboratories Performing On-site Testing of Fenestration Products 't. The requirement of AAMA accreditation assures the specifier that the laboratory has the staff, training, experience, and calibrated equipment to properly perform field testing.

# 5.0 REMEDIAL WORK AND RE-CHECKING

5.1 Wherever water leakage has occurred, the framing shall be made watertight in a manner acceptable to the architect and/or owner's representative. Remedial work involving the use of curing-type compounds shall be allowed to set before it is re-checked for leakage.

5.2 After all necessary remedial work has been completed and the required curing time, if any, has elapsed, all repaired framing sections shall again be checked, following the same procedure as before (Section 4). Should leakage still be found, further remedial measures shall be taken, and checking shall be repeated until all framing in the designated area is found to be satisfactory.

# 6.0 TEST REPORT

6.1 The test report shall include the following general information: testing agency, date and time of test, date of report, identification and location of the building.

6.2 The test report shall include the following information regarding the fenestration test specimen: Manufacturer, model, dimensions, materials, etc.; identification and locations of fenestration product(s) on the building; physical condition of fenestration product; description of any modifications made to the fenestration products.

6.3 The test report shall include a statement regarding sampling procedures.

6.4 The test report shall include all test results (and all retests) and a record of all points of water leakage.

6.5 The test report shall include a compliance statement indicating that the tests were conducted in accordance with this method or completely describe any deviation. Also state whether or not the results indicate compliance with the field-testing specification requirements for the project.



## FIGURE 1: STOREFRONT



## FIGURE 2: SLOPED GLAZING



## FIGURE 3: CURTAIN WALL



FIGURE 4: WATER LEAKAGE FIELD CHECK

## SECTION 08 80 00

## GLAZING

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Glass for glazed curtain walls.
  - 2. Glazing sealants and accessories.

## 1.2 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches (300 mm) square.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.4 INFORMATIONAL SUBMITTALS

A. Preconstruction adhesion and compatibility test report.

## 1.5 QUALITY ASSURANCE

A. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

#### 1.6 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

A. Match Existing Solarban 60.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  - 1. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
  - 2. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
  - 3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

## 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: ]"Glazing Manual."
  - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- C. Thickness: Where glass thickness is indicated, it is a minimum 1/4"
- D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass. Where fully tempered float glass is indicated, provide float glass.

#### 2.4 GLASS PRODUCTS

- A. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
- B. Heat-Strengthened Float Glass: ASTM C1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

#### 2.5 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E2190.
  - 1. Sealing System: Dual seals.

#### 2.6 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  - 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- B. Glazing Sealant:

Dow 795 per specification section 07 92 MISCELLANEOUS GLAZING MATERIALS

- A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- B. Setting Blocks:
  - 1. Silicone with a Shore A durometer hardness of 85, plus or minus 5.
  - 2. Type recommended by sealant or glass manufacturer.
- C. Spacers:
  - 1. Neoprene blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
  - 2. Type recommended by sealant or glass manufacturer.

- D. Edge Blocks:
  - 1. Silicone with a Shore A durometer hardness per manufacturer's written instructions.
  - 2. Type recommended by sealant or glass manufacturer.

## PART 3 - EXECUTION

## 3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

## 3.2 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

## 3.3 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

## 3.4 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

## 3.5 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.

- 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

## 3.6 INSULATING GLASS SCHEDULE

- A. Glass Type: Insulating glass.
  - 1. 1" Insulated Low-E ANN/ANN Unit

Exterior: <sup>1</sup>/<sub>4</sub>" Clear annealed with Solarban 60 Low-E on #2

<sup>1</sup>/<sub>2</sub>" Air space

Interior: <sup>1</sup>/<sub>4</sub>" Clear Annealed "Silicone Seals

Overall Unit Thickness: 1 inch

- B. Glass Type: Tempered Insulating glass.
  - 1. 1" Insulated Low-E Tempered/Tempered Unit

Exterior: <sup>1</sup>/<sub>4</sub>" Clear Tempered with Solarban 60 Low-E on #2

<sup>1</sup>/<sub>2</sub>" Air space

Interior: <sup>1</sup>/<sub>4</sub>" Clear Tempered "Silicone Seals

Overall Unit Thickness: 1 inch

## C. Glass Type: Insulating Spandrel HS/HS glass.

1. 1" Insulated Low-E Tempered/Tempered Unit

Exterior: 1/4" Clear HS

<sup>1</sup>/<sub>2</sub>" Air space

Interior: 1/4" Clear w/ Warm Gray #3-0822 Opasa Coat on Surface#3 "Silicone Seals

Overall Unit Thickness: 1 inch

## END OF SECTION 08 80 00