

# LSC Repair Upper Plaza Project Number (PN 21-164329)

# PROJECT MANUAL

100% Construction Drawings

April 26, 2023





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Architectural Workshop, LLC 2 Kalamath Street Denver, CO 80223 21421sc

Project # 21-164329 University of Colorado Denver

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#### 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 Greg Filpus gregory.filpus@cuanschutz.edu

#### B. ARCHITECT

Architect: Architectural Workshop, LLC 2 Kalamath Street Denver, CO 80223 Ph: 303.788.1717 Mark Bowers mbowers@archshop.com

#### C. ENGINEERS

Structural: WJE Associates 3609 S Wadsworth Blvd, Ste 400

Lakewood, CO 80235 Ph: 303.914.4330 Adriene Larson alarson@wje.com

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

PART 3 - EXECUTION (Not Applicable)

#### END OF SECTION 00 01 04

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#### **SECTION 00 01 25**

#### INTRODUCTION TO GUIDELINES

PART 1 - GENERAL

- 1.1 INTRODUCTION TO DIVISION 00 "PROCUREMENT AND CONTRACTING REQUIREMENTS" AND DIVISION 01 "GENERAL REQUIREMENTS" MASTER SPECIFICATION
  - A. Specification Master: The University has prepared a complete Division 01 "General Requirements" master specification required for use on all University projects by Architects, Engineers, and other Design Professionals who provide design services for the University. The master specification has been written to provide a consistent set of general requirements from project to project. They represent the University's preferred administrative and procedural requirements and are coordinated with State of Colorado Contracts for Construction and General Conditions.
  - B. Denver Campus and Anschutz Medical Campus: There are a number of procedures and requirements that differ between the Denver and Anschutz Medical Campuses. As such, the University has developed a unique master for each campus. The Design Professional should take care to obtain the correct campus specific master from the University Project Manager.
  - C. Editing Division 00 and Division 01 Master Specifications: It is the intent of these masters to require a minimum amount of editing; however, in all cases some editing will be required to reflect project specific conditions and requirements.
    - 1. Obtaining master specification: The University Project Manager will provide the Design Professional with an editable copy of the Division 01 master in Microsoft Word format.
    - 2. Editor's notes: Editor's notes are found throughout the text where the Design Professional is required to make a choice and/or edit the subsequent paragraph(s) in the Section Text based on project specific requirements. Editor's notes are indicated by Blue, Arial 8pt font surrounded by a thin black line as indicated below. Delete the editor's notes after making the indicated edits.
    - 3. Options: Optional selections in the Section Text are indicated by a bold font surrounded by brackets. To edit the option, delete all text that is not applicable, remove brackets from around the applicable choice, and change font from bold to normal face. The following is an example of what an editor's note and optional text look like in the Section Text.
      - a. [Contractor's Agreement Design/Bid/Build, State Form SC-6.21 and The General Conditions of the Construction Contract Design/Bid/Build,] for definitions and contractual requirements related to contract modification procedures.
    - 4. Format: Do not change format, including but not limited to font typeface and size, page margins, header and footer layout, outline numbering and indents.
      - a. Outline numbering: The document template is set up so that outline numbering is automatic. Use the "Decrease Indent" and "Increase Indent" buttons on the "Paragraph" menu to demote or promote a paragraph in the outline respectively.
      - b. Styles: Automatic numbering, formatting and indents are controlled by the use of Styles within the Microsoft Word document. It is suggested that the editor become familiar with this software capability before editing.

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- 1) Warning: Do not cut and paste text from another document into the master unless familiar with software capability to change Styles. Imported text carries with it Styles from the document of origin and will damage the auto-numbering capability of the template unless the appropriate document styles are applied after inserting.
- 2) Hierarchy of styles: The following is the hierarchy of styles within each document:

```
PRT (PART 1)
ART (1.1)
PR1 (A.)
PR2 (1.)
PR3 (a.)
PR4 ( 1) )
PR5 ( a) )
```

- 3) Section Title and End of Section: Styles for these are SCT and EOS respectively.
- D. Sustainable Design: For projects required to obtain LEED certification, the Design Professional in conjunction with the University Project Manager is required to develop project specific Section 01 81 13 "Sustainable Design Requirements" and Section 01 91 13 "General Commissioning Requirements" for inclusion into Division 01. A Section master is provided for Section 01 74 19 "Construction Waste Management and Disposal." This section should be included in Division 01 only for projects pursuing LEED certification.
- E. Commissioning: The University may choose to engage a Commissioning Agent (CxA) and provide commissioning on projects, even if not pursuing LEED certification. Coordinate project commissioning requirements with University Project Manager and, if required, develop Section 01 91 13 "General Commissioning Requirements" for inclusion in Division 01. Coordinate general commissioning requirements with other required commissioning activities indicated in Mechanical and Electrical Sections, including but not limited to testing and balancing and equipment startup requirements.
- F. Large Project versus Small Project: There are a number of options in the Section Text that distinguish between a large project and a small project. Make the appropriate selection in consultation with University Project Manager. In general, small projects are those with a construction budget of least than \$500,000.

#### 1.2 INTRODUCTION TO DIVISION 02 – 33 GUIDELINES

- A. Guidelines: The University has prepared these Guidelines for the benefit and use of Architects, Engineers, and other Design Professionals who provide design services for the University. Divisions 02 through 33 are not intended to be project specifications, nor do they cover all materials and systems which may be required for any given project. These Guidelines represent the University's preferences for the various systems and materials indicated but may not be suitable in all cases. They represent a minimum acceptable level of quality and in some cases indicate preferred and/or required material manufacturers to be used on all projects. Any deviations from this Guideline shall be clearly identified in writing and approved by the University.
- B. University Materials Preferences: In order to be concise and useful to the Design Professional, the Guidelines focus only on materials, systems and/or standards where the University has a preference or where the University standard is higher than that typically accepted within the design and construction industry. In all other cases, it is the Design Professional's responsibility to select and specify appropriate industry standards to govern the fabrication and installation of the work. For example, in SECTION 03 30 00 CAST-IN-PLACE CONCRETE, the Guidelines do not list ACI 301 Specification for Structural

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*Concrete* as a reference standard because it is expected that the Design Professional would include this reference standard as a customary matter of practice without direction to do so by the Guidelines.

#### 1.3 Designer-of-Record Responsibility

A. Notwithstanding the above, the Architect, Engineer, or other Design Professional using this Specification Master and Guideline understands that they alone are the professional designer of record and wholly responsible for the incorporation and/or specification of any and all selections of either systems, components, materials, and/or manufacturers as may be required and appropriate for the design. The Design Professional is both required and expected to evaluate the suitability of all materials and systems indicated herein for the purpose intended. They alone shall be considered as author of and fully responsible for the entire design. No claim shall be made of or considered by the University or any of its Consultants who assisted the University in authoring these Guidelines related to any design defect alleged to have resulted from the Design Professionals compliance with these Guidelines. By accepting and using these Guidelines the Design Professional acknowledges the above and the limitations indicated therein.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 01 25

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#### SECTION 00 11 00 - ADVERTISEMENT FOR BIDS

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section incudes administrative and procedural requirements for project advertisement
- 1.3 DEFINITIONS
  - A. ADVERTISEMENT: Posting of project description, requirements, schedule, and related requirements necessary to solicit submittals from contractors.
- 1.4 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.
- 1.5 PROCEDURE
  - A. If project is less than \$25,000 or greater than \$500,000, remove red "Open to SCPP" box.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 11 00

ADVERTISEMENT 00 11 00 - 1



# ADVERTISEMENT FOR BID

#### **State of Colorado**

University of Colorado Denver | Anschutz Medical Campus (GFE)
Notice Number: PN 21-164329

## \*\*\* OPEN TO SMALL CONSTRUCTION PURCHASE PROGRAM CONTRACTORS ONLY \*\*\*

SCPP INFORMATION: http://bit.ly/FacilitiesProjectsSCPP

Notice Status: OPEN
Publish Date: DATE
# Notice Revisions: 0
Revision Publish Date: DATE

Project No: **21-164329** 

Project Title: LSC Repair Upper Plaza

Estimated Construction Cost: COST

#### **Settlement Notices**

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**

Description (remove ALL yellow highlights when complete)

#### **Scope of Services**

#### For CM/GC, delete if not CM/GC

The University of Colorado Denver | Anschutz Medical Campus anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery. A Guaranteed Maximum Price (GMP) and an updated project duration schedule will be established by the Architect/Engineer and the Construction Manager/General Contractor in conjunction with the University of Colorado Denver | Anschutz Medical Campus. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, constructability, and will work closely with the Architect/Engineer and the University of Colorado Denver | Anschutz Medical Campus throughout the planning, design and construction phases of the project.

For Design/Bid/Build General Contractor, delete if not Design/Bid/Build.

### **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. Provided General Contracting services within the last three (3) years for at least two (2) projects each in excess of \$2,500,000 (hard costs), utilizing the expertise present in their Colorado Office; and
- 2. Demonstrated specific General Contracting experience in projects of similar scope and complexity; and
- 3. Demonstrated bonding capability up to  $\frac{2,000,000}{2}$  for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.

DELETE WHEN PUBLISHING (Note that the minimum requirements are suggested and that agencies/institutions may alter as needed).

<u>Firms meeting the minimum requirements may obtain the bidding documents on the website</u> accompanying this advertisement.

#### (Delete the RFP or RFQ below if it doesn't apply to this advertisement)

University of Colorado Denver | Anschutz Medical Campus Facilities Projects – **Request for Proposals** website: <a href="http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx">http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx</a>

University of Colorado Denver | Anschutz Medical Campus Facilities Projects – **Request for Qualifications** website:

http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFQ/Pages/RFQ.aspx

Colorado CORE/Colorado VSS:

https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService

#### Other Information

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

#### **Pre-Bid Meeting**

A mandatory Pre-Bid Meeting will be held:

University of Colorado Denver | Anschutz Medical Campus Room/Location, Address, City, State Zip

Comments: Pre-Bid meeting will begin at (time)\_\_\_\_AM/PM on (date)\_\_\_.

#### **Schedule/Submission Details**

	edule of events for the RFP process and an outline of the schedule for the balance of the s as follows:
	Advertisement  Mandatory Pre-Bid Conference and Tour  Date Email Questions Due  Date Email Answers Issued  Sealed Bids Due/Public Bid Opening  Negotiation of General Contractor Contract  Contract Approval (projected)  Anticipated Design Start  General Contractor Start  Construction Start  Construction Finish
<mark>submitta</mark>	(7) hard copies and ONE (1) electronic copy on USB drive of the (pick one) al/sealed bid are due (Insert date) and shall be received no later than AM/PM if and shall be submitted accepted via (hard copy or email), at the following it:
Agen Conta Emai Addro	act Name: PM NAME I: PM EMAIL
**PLEA	ASE ALLOW 15 MINUTES OF EXTRA TIME TO GAIN ACCESS TO BUILDING DUE TO BUILDING SECURITY.**
Comments	Late sealed bids will be rejected without consideration. The University of Colorado Denver (GFE) and the State of Colorado assume no responsibility for costs related to the preparation of submittals.
by emai	ove schedule is tentative. Responding firms shall be notified of revisions in a timely manner I. Respondents may elect to verify times and dates by email, but no earlier than 36 hours he schedule date and time.
Point of C	ontact/Clarification
Name:	PM NAME
Agency:	University of Colorado Denver   Anschutz Medical Campus (GFE)
Phone:	303.724.###
Email:	email@ucdenver.edu

This Notice is also available on the web at www.colorado.gov/pacific/osa/cdnotices

University of Colorado Denver Facilities Projects Website Colorado CORE/ColoradoVSS Media of Publicaiont(s):

Publication Dates: **DATE POSTED** 

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#### SECTION 00 21 13 - INFORMATION TO BIDDERS

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 21 13



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

#### INFORMATION FOR BIDDERS

Institution or Agency: GFE

Project No./Name: 21-164329 / LSC Repair Upper Plaza

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 #
Project Name
Name and Address of Bidder
Date of Opening
Time of Opening

- 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.
- 4. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: PUBLIC CONTRACTS FOR SERVICES CRS 8-17.5-101 and PUBLIC CONTRACTS WITH NATURAL PERSONS 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor 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 Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

State Form SBP-6.12 Rev. 7/2014 A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

- 5. **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.
- 6. **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.
- 7. **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.
- 8. **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.
- 9. **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.

The Advertisement for Bids can be located at the web site: <a href="www.colorado.gov/pacific/osa/cdnotices">www.colorado.gov/pacific/osa/cdnotices</a> (Click on the appropriate link [ColoradoVSS or ColoradoBIDS] or on the State Purchasing Office website)

State Form SBP-6.12

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#### SECTION 00 41 53 - BID FORM

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. 00 43 13 Bid Bond (SPB-6.14)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 PROCEDURES
  - A. The durations for Bidder's Time of Completion shall match the project advertisement duration.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 41 53

BID FORM 00 41 53 - 1



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

	$\overline{}$
$\mathbf{a}$	.,

Institution/Agency: GFE	
Project No./Name: 21-164329 / LSC Repair Upper Plaza	
Bidder Acknowledges Receipt of Addenda Numbers: Bidder Anticipates Services outside the United States or Colorado:* Bidder will comply with 80% Colorado Labor on project above \$500,000: Bidder is a Service-Disabled Veteran Owned Small Business:*	No  Yes If Yes see 3A below Yes No If No see 3B below 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 Completion  a. Time Period from Notice to Proceed to Substantial Completion:  b. Time Period from Substantial Completion to Final Acceptance:  c. Total Time of Completion of Entire Project (a + b):	

- 1. BID: Pursuant to the advertisement by the State of Colorado dated \_\_\_\_\_\_ 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. \*
- 4. BID GUARANTEE: This Bid is accompanied by the required Bid Guarantee. 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 Director, State Buildings Programs, 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, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants.
- 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 and Affidavit Regarding Unauthorized Immigrants 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.

9. The right is reserved to waive informalities and to reject	any and an Bids.
*Does not apply to projects for Institutions of Higher Education	that have opted out of the State Procurement Code.
CICNATURES. If the Rid is being submitted by a Corneration	the Did shall be signed by an officer is a Dresident or
SIGNATURES: If the Bid is being submitted by a Corporation, Vice-President. If a sole proprietorship or a partnership is submarked.	
Dated this Day of , _20	
THE BIDDER:	
Company Name	Address (including city, state and zip)
Phone number:	

Signature

Name (Print) and Title

Project # 21-164329 University of Colorado Denver

#### SECTION 00 41 55 - DIRECT LABOR BURDEN CALCULATION

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 DIRECT LABOR BURDEN CALCULATION
  - A. FORM: State of Colorado form "Direct Labor Burden Calculation" (SBP-6.18).
  - 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.
- 1.5 PROCEDURES
  - A. The form shall be submitted for the bidding firm on award of low bid and prior to contract being issued.
  - B. Submission of a project bid acknowledges agreement of this requirement. Fail to submit this form may deem a bid as non-responsive
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### **END OF SECTION 00 41 55**



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

#### **DIRECT LABOR BURDEN CALCULATION**

Institution/Agency:	GFE
Project No./Name:	21-164329 / LSC Repair Upper Plaza

This form is required to be submitted for review prior to execution of a construction agreement.

List items below by the percentage of what makes up the total labor burden; Items include benefits that a contractor pays to employees on their payroll. Examples include taxes, pension cost, health and dental insurance etc. The Labor Burden amount must be agreed to by both the contractor and Principal Representative and will be included in the contract as part of Exhibit A and will be used in the calculation of any future Change Order Proposals (SC-6.312) Line 2.

Major sub-contractors defined as electricians, plumbers, mechanical contractors, excavators, millwork, concrete, block layers etc. Please provide one (1) Labor Burden Calculation Sheet per contractor and for each sub-contractor. These labor burdens shall be used in the calculation of any future Change Order Proposals (SC-6.312) Line 10.

State reserves the right to require back-up confirmation of all information included in this calculation.

	Percent of Salary Paid	
Payroll Taxes		
Pension Costs		
Health Insurance		
Dental Insurance		
Life Insurance		
Other (Specify)		Description:
Other (Specify)		Description:
Total Labor Burden:	0%	

Project # 21-164329 University of Colorado Denver

#### SECTION 00 43 13 - BID BOND

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 43 13

BID BOND 00 43 13 - 1



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

#### **BID BOND**

Institution/Agency: GFE	
Project No./Name: 21-164329 /	LSC Repair Upper Plaza
KNOW ALL MEN BY THESE PRESENTS	
WHEREAS,h project, to the STATE OF COLORADO, he	ereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described reinafter called the "OBLIGEE".
PROPOSAL GUARANTY in an amount not	s required as a condition of receiving the Proposals that the Principal submit with the less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be nt that the Principal defaults in his obligation as hereinafter specified, and, in pursuance ecuted and delivered.
transact business in Colorado, as Surety, a Principal's total bid price, lawful money of the	a corporation of the State of, duly authorized to the held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the ne United States for the payment of which sum, well and truly to be made to the Obligee, ministrators, successors and assigns, jointly and severally, firmly by these presents.
days after the opening of the proposals for prescribed time, execute the required Agre Insurance Policy, Certificates of Insurance	tion that the Principal shall maintain his Proposal in full force and effect for thirty (30) the project, or, if the Principal's Proposal is accepted, the Principal shall, within the ement, furnish the required Performance Bond, Labor and Material Payment Bond, and Certification and Affidavit Regarding Illegal Aliens, then this obligation shall be null rice and effect, and subject to forfeiture upon demand as Liquidated Damages.
IN WITNESS WHEREOF said Principal and	d Surety have executed this Bond, this day of, A.D., 20
(Corporate Seal)	THE PRINCIPAL
ATTEOT	Company Name
ATTEST	Address (including city, state and zip)
Secretary	Phone number:
Name (Print)	Signature
	Name (Print) and Title
	ng business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or gnature of the officer shall be attested to by the Secretary and properly sealed.
If the "Principal" is an i	ndividual or a partnership, the Bid Bond shall so indicate and be properly signed.
(Corporate Seal)	THE SURETY
	 Ву
Secretary	Attorney-in-Fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Project # 21-164329 University of Colorado Denver

#### 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 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 PROCEDURES
- 1.6 A. Fill out each alternate as shown in project documents with associated cost.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 43 23



### BID ALTERNATES FORM

Institution/Age	ency: GFE				
Project No./Name: 21-164329 / LSC Repair Upper Plaza					
	ates will not be used if deductible alternates are used a e alternates are used.	and deductible alternates will not be			
Refer to speci	nates (If Applicable) fication section for descriptions of add alternate would be modified by the amount entered by the bidder.	s. If the add alternates are accepted,			
A.A. No. 1	The monumental stair, including demolition, lighted handrails and new concrete stair topping as per construction documents shall be Add Alternate #1, Labeled as such: ADD ALT.#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 A.A. No. 10		Add \$ Add \$			
A.A. NO. 10		Αυά φ			
Deductive Alte	ernates (If Applicable)				
	fication section for descriptions of the deductive the base bid would be modified by the amount entered				
D.A. No. 1		Deduct \$			
D.A. No. 1		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 RELATED DOCUMENTS (Not Applicable)
- 1.2 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.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

**END OF SECTION 00 43 40** 



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

Institution/Agency: GFE				
Project No./Name: 21-164329 / LSC Repair Upper Plaza				
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 "Department Program" 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 <u>sole proprietor</u> , 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				

#### LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

### SECTION 00 45 17 – SUBCONTRACTOR PREQUALIFICATION

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

**END OF SECTION 00 45 17** 



### **Facilities Management**

# SUBCONTRACTOR'S STATEMENT OF EXPERIENCE

Project Name: LSC Repair Upper Plaza

Project # <u>21-164329</u>

Project Manager: Gregory Filpus

Phone: <u>720.281.7417</u>

Email: gregory.filpus@cuanschutz.edu

Architect/Engineer: Architectural Workshop, LLC

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

### INDEX OF DOCUMENTS

•INFORMATION FORM	Page 1 of 13
•TYPES OF WORK	Page 2 of 13
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# **INFORMATION FORM** STATEMENT OF \_\_\_\_\_ (Subcontractor) ADDRESS \_ (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)
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	INCIPAL 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 Location License No. the name of (City or State) & 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	Project	Period of	Period of	Can aval Cammanta
Name and Address	and	Bond	Bond	General Comments
of Agent	Location	From	То	

### **CORPORATION / CO-PARTNERSHIP**

CORPORATION: (If a corporation, answer	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 association
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 the same is true of his/her own knowledge: that inducing the University of Colorado Denver to supply specifications, and that any vendor, or other agency to supply the University of Colorado Denver with any statement: and that furthermore, should this statement truly represent his/her condition in any substantial rebidding on University work until it shall have submitted. I certify and declare under penalty of perjury that the	the statement is for the purpose of the submittor with plans and therein named is hereby authorized information necessary to verify the ent at any time cease to properly and espect, it will refrain from further ed a revised and corrected statement
Subscribed on at,, State of (date) (city) (county	<del>/)</del>
NOTE: Use full corporate name and attach corporate seal here.  (Officer must sign here	<del>2</del> )

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)
(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 (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	<u></u>
(Name of individual)	(Name of Firm)
certifies and says: That he/she is the person submithat he/she has read the same, and that the same is the statement is for the purpose of inducing the Unithe submittor with plans and specifications, and that named is hereby authorized to supply the University information necessary to verify the statement: and statement at any time cease to properly and truly resubstantial respect, it will refrain from further bidding submitted a revised and corrected statement.	is true of his/her own knowledge: that iversity of Colorado Denver to supply at any vendor, or other agency therein y of Colorado Denver with any I that furthermore, should this epresent his/her condition in any
I certify and declare under penalty of perjury that the	e foregoing is true and correct:
Subscribed on at,, State of (city) (coun	ty)
NOTE: Statement will be returned unless affidavit is completed in EVERY respect (Applicant must si	

### **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.

### LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

#### SECTION 00 51 00 - NOTICE OF AWARD (D/B/B)

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### 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/Instituti	on	
Agency/Institution:	GFE		
Project No./Name:	21-164329 / LSC Repair Upper P	aza	
TO:			
The State of Colorado described work.	o, represented by the undersigned, h	as considered the Proposals sub	mitted for the above
	d to be in the best interest of the State *) is hereby accepted, pending final exe		DOLLARS
Payment Bond, Insura Immigrants and Labor	execute the approved Agreement and unce Policy and Certificates of Insurar Overhead (Direct Labor Burdens) for V m the date of this Notice.	nce, Certification and Affidavit Reg	garding Unauthorized
Insurance Policy, Certif Overhead (Direct Labo Controller is entitled to Damages. In this event	said Agreement and to furnish said P ficates of Insurance, Certification and A or Burdens) as described above within or retain the amount of the Proposal t, the right is reserved to consider all of the work covered by your Propositions.	Affidavit Regarding Unauthorized Ir ten (10) days from the date of the Guaranty submitted with your Proposer in the accepta of the accepta of the accepta in the acceptance i	mmigrants, and Labor this Notice, the State oposal as Liquidated ance of your Proposal
Ву		Ву	
State Buildings Prog (or Authorized Delega		Principal Representative (Agency/Institution)	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.

### LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

### SECTION 00 52 53.05 - CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. A sample copy of the above noted form is attached to the end of this section.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

**END OF SECTION 00 52 53.05** 



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

DEPARTMENT ID: GFE	
CONTRACT ID #:	
PROJECT #: <u>21-164329</u>	
PROJECT NAME: LSC Repair Upper Plaza	
VENDOR NAME:	

### 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.

i

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

(STATE FORM SC-6.21)

Department ID:	GFE	Contract ID #:	Project #:	21-164329		
and through the (a	agency) ,	entered into by and between the hereinafter referred to as the P ndor address) hereinaf		tive, and <u>(vendor</u>		
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:						
<b>WHEREAS</b> , the Principal Representative intends to procure <u>(project name)</u> hereinafter called the Project; and						
<b>WHEREAS</b> , 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; and						
WHEREAS, this is Construction Form		ved contract, waiver number 15	56 Contractors Agre	ement for Capital		
WITNESSETH, tha	t the State of Colo	orado 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.						
The Contractor ag	grees to perform State of Colora	HE CONTRACT DOCUMENT the Work to the highest indu do and its Architect/Engineer ents.	ıstry standards an			
the Notice to Proce Completion to Final of calendar da ARTICLE 4. ESS Timely completion shall be subject to	ees to Substantia eed, in addition, the Acceptance within ays. The Contractor ENTIAL CONDING of the Project is any liquidated of	lly Complete the Project within the Contractor agrees to finally concern calendar days for a total the shall perform the Work with d	complete the Project ime of completion of lue diligence to coming the community of the complete th	et from Substantial of the entire Project opletion.		

SC-6.21 Rev. 7/2018

ARTICLE 5. CONTRACT SUM  The Contractor shall be paid for the performance of this Agreement, subject to any additions and deduction 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 Design/Bid/Build (D/B/B) Agreement SC-6.23, are all essential parts of this Agreement and are full 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 when applicable.
<ol> <li>MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION</li> <li>If the box below is marked the six month guarantee inspection is not required.</li> <li>Principal Representative initial</li> </ol>
<ol> <li>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 wag rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.         ——— Principal Representative initial     </li> </ol>
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 facilitate 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 wher 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 amount

е е 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

SC-6.21 Rev. 7/2018

<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.

### **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	(Insert Name of Agency or IHE)
Legal Name of Contracting Entity	By: (Insert Name & Title of Principal
ğ ,	Representative for Agency or IHE)
	Date:
*Signature	
	APPROVED
	DEPARTMENT OF PERSONNEL & ADMINISTRATION
Ву	STATE BUILDINGS PROGRAM
Name (print) Title	State Architect (or authorized Delegate)
Date:	Ву:
	(Insert Name of Authorized Individual)
	Date:
ALL CONTRACTS MUST BE APPRO C.R.S. § 24-30-202 requires the State Controller to approve all State C State Controller or delegate. Contractor is not authorized to begin perfethe State of Colorado is not obligated to pay Contactor for such per	ontracts. This Contract is not valid until signed and dated below by the ormance until such time. If Contractor begins performing prior thereto,
APPROVED:	
STATE OF COLORADO	
STATE CONTROLLER'S OFFICE	
State Controller (or authorized Delega	te)
Ву:	
(Insert Name & Title of A	uthorized Individual)
Date:	

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# **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)

# **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** 

Project # 21-164329 University of Colorado Denver

#### SECTION 00 55 00 - NOTICE TO PROCEED

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE TO PROCEED
  - A. FORM: State of Colorado form "Notice To Proceed (Design/Bid/Build Contract)" (SBP-6.26).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 55 00

NOTICE TO PROCEED 00 55 00 - 1



## NOTICE TO PROCEED (DESIGN/BID/BUILD CONTRACT)

Date of Notice:			
Date/Description of	Date to be inserted by the Principal Rep Contract Documents:	resentative	
Institution/Agency:			
Project No./Name:	21-164329 / LSC Repair Upper	Plaza	
Attach Notice of C	Code Compliance from Code Rev	iew Agent/Building Official for Docu	ments Listed Above
То:			
Certificates of Insura of this Notice does no Contract Documents	nce, and Affidavit Regarding Una ot relieve you of responsibility to a	oor and Material Payment Bond, Ins uthorized Immigrants have been recassure that the bond and insurance greement. The Agreement dated	ceived. Our issuance requirements of the
the Agreement. Any	liquidated damages for failure to this Contract will be calcula	ithin ten (10) days from date of this achieve Substantial Completion by ted using the date of this Notice	the date agreed that
The completion date of	of the Project is	(M/D/YYYY).	
ByState Buildings Pro		By Principal Representative	
State Buildings Prog (or Authorized Dele	gram Date gate)	Principal Representative (Institution or Agency)	Date
When completely exe Representative; or de	ecuted, this form is to be sent by elivered by any other means to w	certified mail to the Contractor by th hich the parties agree.	e Principal

State Form SBP-6.26 Rev. 7/2010

Project # 21-164329 University of Colorado Denver

#### SECTION 00 61 13.13 - PERFORMANCE BOND

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 00 61 13.13** 

PERFORMANCE BOND 00 61 13.13 -1

### **PERFORMANCE BOND**

institution/Agency: GFE		
Project No./Name: 21-16432	9 / LSC Repair Upper Plaza	
BONDING COMPANY:	DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BO	OND
KNOW ALL PERSONS BY TH	ESE PRESENTS:	
That the Contractor		
That are contracted		
as Principal and hereinafter call	led "Principal,"	
and		
are held are through Board of Regents of the	d "Surety," a corporation organized and existing under the laws of nd firmly bound unto <b>the STATE OF COLORADO</b> acting by and e University of Colorado, a body corporate, for and on behalf of the hereinafter called the "Principal Representative", in the sum of Dollars (\$)	_
	incipal and Surety bind themselves, their heirs, executors, assigns, jointly and severally, firmly, by these presents.	
Representative have entered in	he State of Colorado acting by and through the Principal ato a certain Contract, hereinafter called "Contract," datede construction of a PROJECT described as	_
which Contract is hereby by refe	erence made a part hereof;	

State Form SC-6.22 (Rev. 9/2006)

**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.

	S WHEREOF said Principal and S	Surety have executed this Bond, this	day
	(Corporate Seal)	THE PRINCIPAL	
ATTEST:		Ву:	
	Secretary	Title:	
	(Corporate Seal)	SURETY	
		Ву:	
		Attorney-in-f	act

#### THIS BOND MUST BE ACCOMPANIED 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.

State Form SC-6.22 (Rev. 9/2006)

Project # 21-164329 University of Colorado Denver

#### SECTION 00 61 13.16 - LABOR AND MATERIAL BOND

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 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.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

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

### LABOR AND MATERIAL BOND

Institution/Agency:	GFE
Project No./Name:	21-164329 / LSC Repair Upper Plaza
BONDING CO	DMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.
KNOW ALL PERSON	NS BY THESE PRESENTS:
That the Contractor	
as Principal and here	einafter called "Principal,"
and	
acting by and through of the University of C subcontractors and a machinery, tools, or e who have performed	after called "Surety," a corporation organized and existing under the laws of are held and firmly bound unto the STATE OF COLORADO  n Board of Regents of the University of Colorado, a body corporate, for and on behalf colorado Denver, hereinafter called "Principal Representative," and to all iny others who have supplied or furnished or shall supply or furnish materials, rental equipment actually used in the performance of the hereinafter identified Contract, or or shall perform labor in the performance of or in connection with said Contract, bligees" in the sum of Dollars (\$
accordance with said made, for the payme	at at the rate of eight per cent (8%) per annum on all payments becoming due in Contract, from the time such payments shall become due until such payment shall be ent of which, well and truly made to the Obligees, the Principal and the Surety bind rs, executors, administrators, successors and assigns, jointly and severally, firmly, by
	cipal and the State of Colorado acting by and through the Principal Representative certain Contract, hereinafter called "Contract," dated, 20 for the DJECT described as
which Contract is her	reby 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, A.D., 20	the Surety have executed this Bond, this	day of _
(Corporate Seal)	THE PRINCIPAL	
ATTEST:	Ву:	
Secretary	Title:	
(Corporate Seal)	SURETY	
	Ву:	
	Attorney-in-fac	1

#### THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

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

State Form SC-6.221 (Rev. 9/2008)

Project # 21-164329 University of Colorado Denver

#### SECTION 00 62 16 - CERTIFICATE OF INSURNACE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 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.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 62 16



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **CURRENT DATE** 

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	9				
PRODUCER		CONTACT NAME:			
COMPANY		PHONE (A/C, No, Ext):		FAX (A/C, No):	
ADDRESS		E-MAIL ADDRESS:			
CITY, STATE, ZIP CODE		INSU	IRER(S) AFFORDING COVERAGE		NAIC#
		INSURER A :			
INSURED		INSURER B :			
INSURED NAME		INSURER C :			
INSURED ADDRES	SS	INSURER D :			
INSURED CITY, ST	ATE, ZIP CODE	INSURER E :			
		INSURER F :			
COVEDACES	CEDTIFICATE NUMBER:		DEVISION NUM	ADED.	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

E	XCLUSIONS AND CONDITIONS OF SUCH I							
INSR LTR			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
	CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$
	X POLLUTION LIABILITY						MED EXP (Any one person)	\$
Α		Υ		POLICY NUMBER	01/01/2019	01/01/2020	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
В	X OWNED SCHEDULED AUTOS	Υ	Υ	POLICY NUMBER	01/01/2019	01/01/2020	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	Υ	POLICY NUMBER	01/01/2019	01/01/2020	E.L. EACH ACCIDENT	\$ 100,000
١٦	(Mandatory in NH)	117.7	'	TOLIOT NOWIBER	01/01/2013	01/01/2020	E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
Е	PROFESSIONAL LIABILITY		Υ	POLICY NUMBER	01/01/2019	01/01/2020	Each Occurrence Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Regents of the University of Colorado, a Body Corporate are named as Additional Insured as respects General, Pollution and Automobile Liability policies.

The Automobile, Workers Compensation and Professional Liability policies are endorsed to include a Waiver of Subrogation in favor of The Regents of the University of Colorado, a Body Corporate.

#### CERTIFICATE HOLDER CANCELLATION

The Regents of the University of Colorado

Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418

Aurora, CO 80045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Authorized Representative Signature

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## **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)
CURRENT TEXT

ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT A COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER	FFIRMATIVELY OR NEO	SATIVELY AMEND, E	EXTEND OR ALT	ER THE
AGENCY PHONE (A/C, No, Ext):	COMPANY			
COMPANY	1			
ADDRESS	INSURANCE COMPA	NY		
CITY, STATE, ZIP CODE				
FAX E-MAIL (A/C, No): ADDRESS:				
CODE: SUB CODE:				
AGENCY CUSTOMER ID #:				
INSURED	LOAN NUMBER		POLICY NUMBER	
INSURED NAME			POLICY NUMBE	R
INSURED ADDRESS	EFFECTIVE DATE	EXPIRATION DATE		ED UNTIL
INSURED CITY, STATE, ZIP CODE	01/01/2019	01/01/2020	TERMINA	TED IF CHECKED
	THIS REPLACES PRIOR EVIL	DENCE DATED:		
DDODEDTY INCODMATION				
PROPERTY INFORMATION  Location/description				
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.				
and for materials and equipment to be installed in existing structures.				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO TH NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY ( EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH I	CONTRACT OR OTHER I	DOCUMENT WITH R DRDED BY THE POLI	ESPECT TO WHIC	CH THIS D HEREIN IS
COVERAGE INFORMATION PERILS INSURED BASIC	BROAD X SPECIA	AL		
COVERAGE / PERILS / FORMS		AMO	UNT OF INSURANCE	DEDUCTIBLE
Builders Risk - 100% of Completed Value			6 Project Value	\$50,000 or les
REMARKS (Including Special Conditions)				
RE: Specific Project				
CANCELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	BEFORE THE EXPIRATI	ON DATE THEREOF	, NOTICE WILL I	BE
ADDITIONAL INTEREST				
NAME AND ADDRESS	X ADDITIONAL INSURED	LENDER'S LOSS PAY	/ABLE LO	OSS PAYEE
	MORTGAGEE	X Waiver of Subro	ogation	
The Begente of the University of Coloreda	LOAN#			
The Regents of the University of Colorado				
Attn: Project Management	AUTHORIZED REPRESENTAT	IVE		
1945 North Wheeling Street, Campus Mail stop F-418	AUTHORIZED REPRE	SENTATIVE SIGNAT	URE	
Aurora, CO 80045			<b>-</b>	

Project # 21-164329 University of Colorado Denver

#### SECTION 00 62 76 - APPLICATION AND CERTFICIATE FOR CONTRCTORS PAYMENT FORM

#### 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 the contractual requirements of this Project.
  - B. Related Requirements:
    - 1. 01 29 00 Payment Procedures
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 FORMS
  - A. APPLICATION AND CERTIFICATE FOR CONTRACTORS PAYMENT (SBP-7.2)
    - 1. Download Link: https://drive.google.com/open?id=0ByG39KP3LPlCVHVqenlySGJlMFE
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 62 76

Project # 21-164329 University of Colorado Denver

#### SECTION 00 63 46 - CHANGE ORDER BULLETIN

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Change Order Bulletin" (SC-6.311).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 63 46



### **CHANGE ORDER BULLETIN**

Change Order Bulletin	No: Date							
Contractor:								
Institution or Agency:	GFE							
Project No./Name:	21-164329 / LSC Repair Upper Plaza							
Description of Work:								
	efine the scope of revision in drawings and/or specifications for a contemplated called for by these revisions shall be in accordance with the requirements of the circ.							
Please prepare and submit a proposal for the changes described below. For pricing use State Form SC-6.312. A formal change order State Form SC-6.31 will be issued after approval of your proposal by State Buildings Program and the Architect. Your proposal shall include a statement as to the effect this change will have on the time for completion of the project.								
This bulletin is <b>NOT</b> an aut	chorization to proceed.							
DECODIDITION OF OUR								
DESCRIPTION OF CHAN	GE:							
SPECIFICATION REVISIO	DNS:							
STATUS OF EXISTING W	'ORK:							
PREPARED BY:								
ARCHITEC	T/ENGINEER OR CONTRACTOR							
ADDDOVED DV								
	ILDINGS PROGRAM							
(or Authoriz	zed Delegate)							

State Form SC-6.311 Rev. 7/2015

Project # 21-164329 University of Colorado Denver

#### SECTION 00 63 53 - CHANGE ORDER PROPOSAL

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER PROPOSAL
  - A. State of Colorado form "Change Order Proposal" (SC-6.312).
    - 1. Download link: <a href="https://drive.google.com/file/d/1Uo7i4h3LqpByA8GUYEI5K9qne-8hSwtS/view">https://drive.google.com/file/d/1Uo7i4h3LqpByA8GUYEI5K9qne-8hSwtS/view</a>
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 63 53



1876	CHANGE ORDER PROPOSAL	(enter information Of	NLY in YELLOWED co	ells)
Change Or	der Proposal NoDate	Change Order Bulletin No:  Description of Work: (enter into text b	ox)	Date
				ľ
C				
Contractor				
Institution or	Agency			
Project No./N	lame	L		l
V	. [1]	nis form, read instructions on reverse side.)		
PART I -	WORK PERFORMED BY CONTRACTOR			
Line 1.	Direct Labor Costs	\$		
Line 2.	Labor Overhead (Direct Labor Burdens) (	x Line 1) \$		
Line 3.	Total Contractor's Labor Costs (Lines 1 and 2)	\$	0.00	
Line 4.	Direct Materials Costs	\$		
Line 5.	Materials Overhead (Delivery Costs & Taxes) (	x Line 4) \$\$	<u> </u>	
Line 6.	Total Materials Costs (Lines 4 and 5)	\$	0.00	
Line 7.	Total Equipment Costs	\$		
Line 8.	PART I - TOTAL CONTRACTOR'S L, M & E COSTS (Lin	es 3, 6 and 7)	Part I	\$ 0.00
PART II -	WORK PERFORMED BY SUBCONTRACTOR			
Line 9.	Direct Labor Costs	\$		
Line 10.	Labor Overhead (Direct Labor Burdens) (	x Line 9)\$0.00		
Line 11.	Total Subcontractor's Labor Costs (Lines 9 and 10)	\$	0.00	
Line 12.	Direct Materials Costs			
Line 13.	Materials Overhead (Delivery Costs & Taxes)	x Line 12)\$0.00	12122	
Line 14.	Total Subcontractor's Materials Costs (Lines 12 and 13)		0.00	
Line 15.	Total Subcontractor's Equipment Costs	\$		
Line 16.	Total Subcontractor's L, M & E Costs (Line 11, 14 and 15		0.00	
Line 17.	5.500 MM	% x Line 16) \$ 0.00		
Line 18.	Subcontractor's Profit (on line 16) Addition or Dedu		D-4 II	
Line 19.	PART II - TOTAL SUBCONTRACTOR'S COSTS (Lines 1	16, 17 and 18)	Part II	\$ 0.00
PART III -	CONTRACTOR'S OVERHEAD & PROFIT			
Line 20.		% x Part I Total) \$ 0.00		
Line 21.	CONTROL OF	% x Part I Total) \$ 0.00	Description	e [ 0.00]
Line 22.	PART III - TOTAL CONTRACTOR OVERHEAD & PROF	II (Lines 20 and 21)	Part III	\$ 0.00
PART IV -	CONTRACTOR'S MARKUP ON SUBCONTRACTOR	( B+    T-+- )		
Line 23. Line 24.	- 10-50-10-10-10-10-10-10-10-10-10-10-10-10-10	(% x Part II Total) \$ 0.00 ct \$ 0.00		
Line 24. Line 25.	Contractor's Profit (on Line 19) Addition or Dedu PART IV - TOTAL CONTRACTOR MARKUP ON SUBCO		Part IV	\$ 0.00
PART V -	SUBTOTAL C.O. PROPOSAL (Parts I and III and III and		Part V (Subtotal)	C13 1
	CONTRACTOR'S BOND COST	x Part V Total)		\$ 0.00
	22 (3.14) (1.14) (3.14)		<u> </u>	NO 1
	GRAND TOTAL CHANGE ORDER PROPOSAL (Sum of	The state of the s	Grand Total	
PART VIII -	CONTRACT TIME (CALENDAR DAYS CHANGED) THE TIME OF COMPLETION MAY CHANGE BY THE DAYS LISTED IN THE CONTRACTOR	EXTENDED NO CHANGE CALENDAR DAYS INDICATED (ABOVE) R'S AGREEMENT TO COMPLETE THE E	FROM THE TO	
This is to cer cost/price da	TOR'S CERTIFICATE: rtify that, to the best of my knowledge and belief, the ata submitted in response to the listed C.O. Bulletin, c, complete and current as of	ARCHITECT/ENGINEER'S CERTIFICAT This is to certify that I have analyzed the knowledge and belief, that the proposal r competitive cost/price data.	proposal and find	기가 이 원이 없다면 있었다면 하는 아이들이 얼마나 하셨다면 하는데 생각이 빠져요.
Firm:		Firm:		
Name & title	9	Name & title:		
Signature:		Signature:		-
*Date:		Date:		
* The propos	sal shall remain in full force and effect for a period of ca	lendar days from date of signature.		-
	ILDINGS PROGRAMS (or Authorized Delegate)			

#### INSTRUCTIONS FOR COMPLETING "CHANGE ORDER PROPOSAL" COST/PRICE DATA SUMMARY (STATE FORM SC-6.312)

(enter information only in YELLOWED cells)

Enter Change Order Proposal Number, Date Created, Contractor's Name, Agency/Institution, State Project Number and Name. REFERENCE: Enter Change Order Bulletin Number, Date Issued, and Description of Changes from Bulletin, noting exceptions which are listed in the Bulletin but are excluded, i.e., not priced on this form.

#### PART I - WORK PERFORMED BY CONTRACTOR:

Line 1. Direct Labor Costs: Fill in subtotal of direct labor costs which includes base rates plus applicable fringe benefits. On Contractor's (or Sub's) letterhead show costs as follows:

Trade	Rate	Duration	Extend	ied Costs
167	\$	x	= \$	C
20	\$	x	= \$	0
		Direct Labor Cost	= \$	C

Line 2. Labor Overhead (Direct Labor Burdens, etc.): Enter percentage (as submitted in Schedule of Values) of Line 1 as applicable. (Spread

Line 3. Total Contractor's Labor Costs: Total of Lines 1 and 2. (Spreadsheet calculates the total)

Line 4. Direct Material Cost: Support with quotes or invoices. Fill in subtotal of direct materials costs.

Include all delivery, handling, insurance costs, etc. On Contractor's letterhead show direct materials costs as follows:

Materials	Rate	Quantity	Exten	ded Costs
32	\$	x	= \$	0
200	\$	x	= \$	0
2	-	Direct Materials Cost	= \$	0

Line 5. Materials Overhead (Delivery, taxes, insurance, etc. - as mutually agreed upon at contract signing): Enter percentage as applicable. (Spreadsheet calculates the value)

Line 6. Total Contractor's Material Costs: Total of Lines 4 and 5. (Spreadsheet calculates the total)

Line 7. Total Contractor's Equipment Costs: Enter total equipment costs including indirect overhead costs in hourly rate - except indirect labor costs. On Contractor's letterhead show total equipment costs as follows:

Equipment	Rate	Duration	Exten	ded Costs
225 252	\$	×	= \$	0
	\$	х	= \$	0
-		Total Equipment Cost	= S	0

Line 8. TOTAL CONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 3, 6 and 7 of Part I. (Spreadsheet form calculates totals)

#### PART II - WORK PERFORMED BY SUBCONTRACTOR:

Line 9. Direct Labor Costs: See Line 1 instructions.

Line 10. Labor Overhead (Direct Labor Burdens, etc.): Enter percentage (as submitted in Schedule of Values) of Line 9 as applicable. (Spreadsheet calculates the value)

Line 11. Total Contractor's Labor Costs: Total of Lines 9 and 10. (Spreadsheet calculates the total)

Line 12. Direct Material Cost: See Line 4 instructions.

Line 13. Materials Overhead (Delivery, taxes, insurance, etc.) Enter percentage as applicable. (Spreadsheet calculates the value)

Line 14. Total Subcontractor's Material Costs: Total of Lines 12 and 13. (Spreadsheet calculates the total)

Line 15. Total Subcontractor's Equipment Costs: See Line 7 instructions.

Line 16. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 11, 14 and 15 of Part II.

Line 17. Subcontractor's Overhead (Indirect costs). Edit percentage of Line 16 if applicable - See Article 35 of General Conditions.

Line 18. Subcontractor's Profit: Enter a "1" in appropriate cell. For an addition, Edit E37, a deduct, Edit I37, See Article 35 General Conditions

Line 19. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 16, 17 and 18 of Part II.

#### PARTS III THROUGH VIII - CERTIFICATIONS - Self Explanatory.

- Part 3. Edit percentages for Line 20 or 21 if applicable. See Article 35 of General Conditions.
- Part 4. Line 23, Edit percentages applicable to Line 18. See Article 35 of General Conditions.
- Part 4. Line 24, Enter a "1" in appropriate cell. For an addition, edit E45, a deduct edit I45. See Article 35 of General Conditions.
- Part 5. SUBTOTAL OF CHANGE ORDER PROPOSAL (sum of lines 8, 19, 22, and 25 applicable)
- Part 6. Contractor's Bond Cost: Enter percentage value of Part 5 as applicable. (spreadsheet calculates the value)
- Part 7. GRAND TOTAL OF THE CHANGE ORDER PROPOSAL. (spreadsheet calculates the sum of parts 5 and 6)
- Part 8. Contract time change. Place an "X" in appropriate cell and edit the cell to indicate the number of days changed.
- A. The Contractor, who prepares this proposal form, certifies the cost/price data by signing, dating, and forwarding same to the Architect/Engineer (or Consultant) for further action.
- B. The Architect/Engineer (or Consultant) reviews and analyzes the cost/price data for the requirements that these are: 1) currently prevalent, 2) reasonably fair, 3) factually applicable, and 4) equivalently competitive market selling prices. The Architect/Engineer (or Consultant) may negotiate after receipt of the cost proposal any or all of the cost elements of the proposal to support a recommendation of acceptance to the Principal Representative. Certification by the A/E (or Consultant) of the above requirements is made upon his signature. The Architect/Engineer (or Consultant) forwards the proposal with the supporting back-up to the Agency.
- C. Authority for the Institution or Agency (usually the Principal Representative) reviews the proposal, signs, dates, and forwards to Office of the State Architect for final action.
- D. State Buildings Division reviews the cost proposal, with all supporting back-up, for technical and procedural requirements and, if in order, signs and dates the proposal.

SC-6.312 (Rev 7/2018)

Project # 21-164329 University of Colorado Denver

#### SECTION 00 63 58 - CHANGE ORDER LOG (CM/GC)

#### PART 1 - GENERAL

- 1.1 RELATED ITEMS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER LOG
  - A. State of Colorado form "Change Order Log"
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 63 58

CHANGE ORDER LOG 00 63 58 - 1

	9 9 9			_	_	_	_	_		_	_	_	_	_	_			la-	_
		RESOLUTION / COMMENT															New Contract Amount		-
Project #:		REASON FOR CHANGE														•			\$ 00.00
		STATUS					10											Org Contract	
		.CT TIME																	0
	Project Title: Contractor:	IMPACT COST   T															50	80	
	Σ O	CONT															2	COST: ∓	IME: #
		VALUE CONT ADDED CODE																	
		DESCRIPTION																TOTALS:	
GRAMS		S O		l															
E PRC	i	INITIATOR O A C		-	_														
STATE BUILDINGS AND REAL ESTATE PROGRAMS	CHANGE ORDER MANAGEMENT CHANGE ORDER LOG	COB INITIATION DATE																	
GS AND	R MAN/ R LOG	COB	$\parallel$	$\dagger$			H												
ŽIO IIO	ORDE	COP																	
TATE B	CHANGE ORDER MANA	8	$\prod$				-												
U)			டட		ட	ட	Щ	Щ	ш	ш	ш	_	_	Ш	Щ				

ontingency Codes:

DSC - DIFFERING SITE CONDITIONS: Either encountered on site or in the building structure due to existing conditions not identified or detected during initial investigations

BA - BID ALTERNATES: Implementation of either additive or deductive bid alternates due to favorable/unfavorable base bid results. The functionality of the project is not compromised by implementation of deductive alternates.

 ${f AV}$  -  ${f ADDED}$   ${f VALUE}$ : Change work represents essential work necessary to achieve original scope of work but was not identified in the original bid documents due to omission.

UPG - UPGRADES: Change work due to voluntary upgrading by agency/institution of materials and/or equipment/systems within original scope of work. Justification is to be based on durability, energy efficiency, aesthetics, etc.

UI - UNKNOWN ITEMS: Unforeseen costs associated with impact of project on existing functions of the agency/institution causing disruptions, shut downs, relocations, etc.

Status Codes

OPN - Open item been submitted by Contractor for review by A/E and owner

APP - Approved for processing Closed item (CO has been processed or item voided

CLO.

SUB - COP has

Project # 21-164329 University of Colorado Denver

#### SECTION 00 63 63 - CHANGE ORDER

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER
  - A. State of Colorado form "Change Order" (SC-6.31).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 63 63

CHANGE ORDER 00 63 63 - 1



# **CHANGE ORDER**

Change Order No	: Contract ID No	o Da	ate				
Contractor:							
	oov: GEE						
Institution or Agen							
Project No./Name	: 21-164329 / LSC Repair Upper Plaza						
Your Change Order Pro	posal(s), dated is hereby being designated for a	oproval of the following work:					
(Note: If more space is	needed for description of work, attach additional 8-1/2"	x 11" sheets hereto.)					
	,	,					
This change order was	originated by the Contractor, Architect/Engineer,	State □, and I/We do hereby recomr	nend acceptance and				
approval of the change	to the Contractor's Agreement Dated which is by						
with an increase	☐, a decrease ☐, no change ☐, of \$						
The Time of Committee	in autondard — anlandar dava 🖂 in unabanasa d 🗀	1 :	h a tatal mumah ay af dawa				
	is extended calendar days _, is unchanged _ s Agreement to complete the entire Project. The revised						
this Change Order and I	previously approved Change Order(s) per the Summary	of Changes chart below, is cal					
completion date was ex	tended or reduced, the new completion date of the Project	ect is (M/D/YYYY).					
	SUMMARY OF CH	ANGES					
		Time of Completion/					
	Description of Work/Data	Calendar Days	Dellar Amounta				
Original Contract	Description of Work/Date	Extended/Reduced	Dollar Amounts				
Change Order #1							
Change Order #2							

State Form SC-6.31 Rev. 7/2010

Current Totals

\*Persons signing for Architect/Engineer/Contractor hereby swear and affirm that they are authorized to act on Architect/Engineer/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.** 

Architect/Engineer Firm Name and Title (p			Date
	Signature		
Contractor (Name of Firm)	Name and Title (print)		Date
	Signature		
Institution or Agency	Name and Title (print)	Principal Representative (Signature)	Date
CONTRACT STATUS			
Original Contract Value			
Previous increases by CO/Amend		STATE BUILDINGS PROGRAM (or Authorized Delegate)	DATE
Previous decreases by CO/Amend			
Value After Prior CO's/Amend This CO/Amend			
Increases Decreases D		STATE CONTROLLER (or Authorized Delegate)	DATE
CURRENT CONTRACT VALUE		,	
		(Verification)	

State Form SC-6.31 Rev. 7/2010

Project # 21-164329 University of Colorado Denver

## SECTION 00 63 64.05 - CONTRACT AMENDMENT

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Contract Amendment" (SC-6.0A).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

## **END OF SECTION 00 63 64.05**

# **CONTRACT AMENDMENT**

Α	mendment No:	Contract ID No.
C	Contractor:	
Ir	nstitution or Agency:	GFE
F	Project No./Name:	21-164329 / LSC Repair Upper Plaza
DΛ	DTIES THIS AMEND	MENT is entered into by and between the STATE OF COLORADO, acting by and through
the	e, F	Principal Representative, hereinafter referred to as the State, and hereinafter referred to as the Contractor.
it is be rei	s approved and signed effective and enforce	NOTICE OF NONLIABILITY. This Amendment shall not be effective or enforceable until by the State Controller or its designee (hereinafter called the "Effective Date"), but shall able thereafter in accordance with its provisions. The State shall not be liable to pay or any performance hereunder or be bound by any provision hereof prior to the Effective
		FACTUAL RECITALS
		aw and Funds have been budgeted, appropriated, and otherwise made available and a balance thereof remains available for payment.
Re	equired approval, clear	ance, and coordination has been accomplished from and with appropriate agencies; and
[St	atement of facts/reasc	ons for the Amendment]
NC	OW THEREFORE, it is	hereby agreed that
1.		s Amendment consists of the payments, which shall be made pursuant to this Amendment agreements herein set forth.
2.	(), collect	d by the parties that this Amendment is supplemental to the original Contract, as amended tively* referred to as the original Contract, which is incorporated by reference herein, that of, unless specifically modified herein, apply to this Amendment as though they were incorporated, and included herein. (*Note: only use this language if creating Amendment)
3.	It is agreed the origin	nal contract is and shall be modified, altered, and changed in the following respects only:
	a. b. c.	

SUMMARY OF CHANGES				
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts	
Original Contract				
Amendment #1				
Current Total Amou				

- 4. Except with respect to the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the original contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or Amendments. The factual representations in the "Special Provisions" concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
- 5. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.
- 6. THIS AMENDMENT SHALL NOT BE DEEMED VALID UNTIL IT SHALL HAVE BEEN APPROVED BY THE CONTROLLER OF THE STATE OF COLORADO OR SUCH ASSISTANT AS SHE OR HE MAY DESIGNATE.

## THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor/Consultant 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.** 

	-164329 / LSC Repair Upper Plaza
Contract ID No.:	
THE CONTRACTOR/CONSULTA	STATE OF COLORADO, acting by and through: (Insert Name of Agency or IHE)
	By:
Legal Name of Contracting Entity	(Insert Name & Title of Principal Representative for Agency or IHE)
	Date:
*Signature	APPROVED
Signature	DEPARTMENT OF PERSONNEL & ADMINISTRATION
Ву	STATE BUILDINGS PROGRAM
Name (print) Title	State Architect (or authorized Delegate)
Date:	Ву:
	(Insert Name of Authorized Individual)
	Date:
	APPROVED
	DEPARTMENT OF LAW
	ATTORNEY GENERAL (or authorized Delegate)
	Ву:
	(Insert Name of Authorized Individual)
	Date:
ALL CONTR	ACTS MUST BE APPROVED BY THE STATE CONTROLLER:
CRS §24-30-202 requires the State C	ontroller to approve all State Contracts. This Contract is not valid until signed and dated below
by the State Controller or delegate. Co	ntractor is not authorized to begin performance until such time. If Contractor begins performing not obligated to pay Contactor for such performance or for any goods and/or services provided
APPROVED	:
STATE OF C	
	ITROLLER'S OFFICE
	ller (or authorized Delegate)
State Softie	(c. aan.coa 2 ologaio)
By:	
	(Insert Name & Title of Authorized Individual)
Date:	
	<del></del>

Project # 21-164329 University of Colorado Denver

## SECTION 00 65 15 - NOTICE OF PARTIAL SUBSTANTIAL COMPLETION

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF PARTIAL SUBSTANTIAL COMPLETION
  - A. State of Colorado form "Notice of Partial Substantial Completion" (SPB-071).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)



# **NOTICE OF PARTIAL SUBSTANTIAL COMPLETION**

Date of Partial Subs	tantial Completion:			
		Date to be insert	ed by the Principal Representative	Э
Institution/Agency: _				
Project No./Name: _	21-164329 / LSC Re	epair Upper F	Plaza	
TO:				
Principal Representative	9			
and				
Contractor				
the Architect/Engineer, to of The General Condition limitation a) suitable for	be substantially complete of the Contract in SCoccupancy, b) inspected	ete as of the c -6.23 and SC-8 ed for code co	ate noted above in accordanc 3.1 or Article 17.3 in SC-6.4 and mpliance with Building Inspect	at knowledge, information and belief of e with the criteria outlined in Article 41 d the Specifications, including without ion Records signed by code officials opriate for presentation to the public.
attached hereto, along specifying the Subcontr	with the Contractor's sactor or trade responsi	chedule for the ble for the wo	ne completion of each and ev	fications, and unsatisfactory work is ery item identified on the punch list ion or correction will be commenced Final Acceptance.
	ntractor's one-year obli			nufacturers' warranties, other special nmence on the Date of Substantial
executed on the reverse substantially complete a	by the Contractor and as of the Date of Substa	the Principal F Intial Completi	Representative. The Principal	ubstantial Completion only when fully Representative accepts the Work as tor agrees to complete or correct the list completion schedule
Architect/Engineer		Date	Contractor	Date
State Buildings Prog (or Authorized Deleg		Date	Principal Representative (Institution or Agency)	Date

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:
Exceptions, if any, to the commencement of warranties shall be:
The attached final punch list consists of pages, and the attached Contractor's schedule showing the dates of
commencement and completion of each punch list item consists of pages.
When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program.

Project # 21-164329 University of Colorado Denver

## SECTION 00 65 16 - NOTICE OF SUBSTANTIAL COMPLETION

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Notice of Substantial Completion" (SPB-07).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)



# **NOTICE OF SUBSTANTIAL COMPLETION**

Date of Substantial				
Institution/Agency:		e inserted by the	Principal Representative	
- ,	21-164329 / LSC Re	epair Upper F	Plaza	_
TO:				
Principal Representativ	/e			
and				
Contractor				
the Architect/Engineer, of The General Condition limitation a) suitable for for the State, c) determined the State of the State, c) determined the State of t	to be substantially comp ons of the Contract in SC r occupancy, b) inspect ined to be fully and com	lete as of the d -6.23 and SC-8 ed for code con fortably usable	ate noted above in accordar 3.1 or Article 17.3 in SC-6.4 a mpliance with Building Inspe , and d) fully cleaned and ap	est knowledge, information and belief of ce with the criteria outlined in Article 4 and the Specifications, including without ction Records signed by code official propriate for presentation to the public
attached hereto, along specifying the Subcont	with the Contractor's stractor or trade respons	schedule for the ible for the wo	ne completion of each and e	cifications, and unsatisfactory work in every item identified on the punch list etion or correction will be commence to Final Acceptance.
	ontractor's one-year ob			nufacturers' warranties, other special purchastic of Substantial purch
executed by the Contra complete as of the Da	actor and the Principal late of Substantial Com	Representative pletion herein	e. The Principal Representa	bstantial Completion only when full tive accepts the Work as substantiall ees to complete or correct the Work completion schedule
Architect/Engineer		Date	Contractor	Date
State Buildings Pro (or Authorized Dele		Date	Principal Representative (Institution or Agency)	Date

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:
Exceptions, if any, to the commencement of warranties shall be:
The attached final punch list consists of pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of pages.
When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program

Project # 21-164329 University of Colorado Denver

## SECTION 00 65 19.01 - BUILDING INSPECTION RECORD

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 BUILDING INSPECTION RECORD
  - A. State of Colorado form "Notice of Substantial Completion" (SBP-BIR).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
  - A. The University Project Manager will request building permits and provide to Contractor.
  - B. Permits issued outside of the University jurisdiction are the responsibility of the contractor.
  - C. Paper copy of the Building Inspection Record (BIR) is required to be kept at the construction site at all times. After final signoff by Building Inspector, return paper copy to University Project Manager. Project Manager is responsible for final signoff on the BIR before the Building Department can close the permit.
  - D. Contractor is responsible for requesting all University Building Inspector requests through the University's MyCityInspector website platform.
  - E. Use the following login page for requesting inspections: https://ucdenver.mycityinspector.com

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)



## **BUILDING INSPECTION RECORD**

1		055			
	n or Agency: lo./Name:	GFE 21-164329 / LSC Rep	nair Unnar D	1222	-
Fiojectiv	io./ivame.	21-1043297 L3C Rep	Jail Oppel P	laza	
Building	Official/Code R	Review Agent:		Type of Construction:	:
Architect	/Engineer:			Occupancy Classifica	ations:
Contracto				Project Manager:	
				, ,	nature
Elec Mecha				At Completion:	
				<del></del> , <u>`</u>	signature
		:			:
Provide If Checked					r has inspected and approved.
	Building (C	onsultant)	Date	Inspector/ICC#	Comments or Corrections
	Footings/Found		20.00		
	Concrete Slab	/ Under-Floor			
	Framing (after r	rough elec/mech/plumb)			
	Lath and Gypsu	um Board			
	Fire-Resistant F	Penetrations			
	Mechanical/Ene	ergy Efficiency			
	Roofing				
	Other				
	Final				
_	Special (Co	nsultant)	Date	Inspector	Comments or Corrections
	Steel				
	Concrete				
	Masonry				
	Wood				
	Soils/Foundation	ons			
	Spray-Applied I	Fireproofing			
	Smoke Control	Systems			
	Other				
		spection (State)	Date	Inspector	Comments or Corrections
	Final Electrical (C	Co. St. Electrical Bd.)	Date	Inspector	Comments or Corrections
	Underground				
	Rough Walls Rough Ceilings				
	Final				

	Underground			
	Gas			
	Inside Water			
	Final			
	Fire Department Inspection (Local)	Date	Inspector	Comments or Correction
	Fire Sprinkler System			
	Fire Alarm System			
	Other			
	Final			
	Health Dept. Inspection (Local)	Date	Inspector	Comments or Correction
	Final		•	
		Doto	Inanastan	Commente or Correction
	Boiler Inspection (State)	Date	Inspector	Comments or Correction
	New Installation			
	Repair or Alteration			
		1	+	
	Final			
ı	his card in an obvious, protected location	along with	all related increation ren	arts and decuments
_				
-				

Project # 21-164329 University of Colorado Denver

## SECTION 00 65 19.03 - NOTICE OF APPROVAL OF OCCUPANCY/USE

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF APPROVAL OF OCCUPANCY/USE
  - A. State of Colorado form "Notice of Approval of Occupancy/Use" (SBP-01).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not (Not Applicable) Applicable)
- PART 3 EXECUTION (Not Applicable)

# NOTICE OF APPROVAL OF OCCUPANCY/USE

Date of Occ	upancy: _			
Institution/Ag		Date to be inserted by the Architect/Engineer after consulation with Principal Representative GFE		
Project No./Name: 21-164329 / LSC Repair Upper Plaza				
,	_			
Portion(s) of	project fo	r which occupancy is approved:		
Type of Occ	upancy:	☐ Total or ☐ Partial		
,,	. , _			
The items ide	ntified belo	ow if applicable must be completed with before Occupancy is approved.		
Date	A/E			
Completed	Signoff			
		The Notice of Substantial Completion has been issued and the Building Inspection Record is completely signed-off and attached.		
		2a. Notification has been made to the local Fire Department concerning which portion(s) of the building will be occupied and the date(s).		
		2b. Fire alarms, smoke detection systems and building fire sprinkler systems have been fully checked and are operable.		
		2c. The building's fire connections must be installed and operable, if applicable.		
		3. Coordination for final utility and service connections and meters (water, gas, sewer, electricity and telecommunication) has been made and systems are in full operating order.		
		Sterilization of plumbing systems has been performed.		
		5. Operational test of systems and equipment has been performed as required.		
		6. Systems adjustments such as balancing, equipment operations, etc., have been performed. Reports have been submitted to the Architect/Engineer for approval.		
		7. Principal Representative furnished equipment and furnishings are coordinated and placed.		
		All elements left unfinished must be in such condition that there would be no hazard to the health or safety of the occupants.		
		All restroom facilities must be fully functional and operable.		
		10. All light fixtures must be installed and operable.		

State Form SBP-01 Rev. 7/2008

11. All exit lights and emergency lighting systems have been checked and are operable.
12. All windows have been glazed and hardware is available for ventilation purposes.
13. All routes of egress must be clear of construction materials and debris at all times.
14. There must be a means of pedestrian access to each building. Contractor must have sidewalks installed before occupancy and pedestrian barricades and other means of public protection as required.

Occupancy does not constitute acceptance of the project as being complete. It simply provides the Principal Representative the opportunity to occupy/use the project or the applicable portion thereof prior to final completion and acceptance. Occupants can expect to be impacted by the Contractor's efforts to complete the project. The Contractor would not repair any damage caused by the occupants.

Architect/Engineer Date		Principal Representative (Institution or Agency)	Date
State Buildings Program (or Authorized Delegate)	Date	Contractor	Date

Project # 21-164329 University of Colorado Denver

## SECTION 00 65 19.23 - PRE-ACCEPTANCE CHECKLIST

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PRE-ACCEPTANCE CHECKLIST
  - A. State of Colorado form "Pre-Acceptance Checklist" (SBP-05).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)



## PRE-ACCEPTANCE CHECKLIST\*

Institution or Agency:	GFE	GFE Final Punch List Date					
Architect/Engineer:	Architectural Worksho	pp, LLC					
Contractor:							
Project No./Name:	21-164329 / LSC Rep	air Upper Plaza					
review is established.	sfied that work is comple Architect/Engineer inspe BP) present. Forms are	ection is made wit	th Contractor(s				
				DATE COMPLETED	A/E SIGNOFF	REMARKS	
1. The Notice of App	proval of Occupancy/Use	e has been fully e	executed.				
Schedule for corre established by Co	ections, deficiencies, an ontractor.	d items to be sup	plied are				
3. Final Change Ord Notice of Accepta	ders are processed (worl	k must be comple	eted prior to				
4. Punch list work is	completed and accepte	ed					
5. Permanent keying	g, keys and keying instru	uctions have beer	n performed.				
Extra materials as Representative.	s per specifications are o	delivered to Princ	ipal				
7. As-built drawings	have been submitted to	Architect/Engine	er.				
8. Guarantee/Warra	nty documentation requi	irements are met					
9. Five Most Costly	Goods form is complete	d by Contractor a	and received				
10. Removal of Contr	actor's temporary work	including cleanup	and debris				
11. State personnel a required by contra	re instructed in system a act.	and equipment or	perations as				
12. All Instructions, m Principal Represe	nanuals, guides, and cha entative.	arts have been tra	ansmitted to				
Architect/Engineer	_	Date	Contractor			Date	
State Buildings Progra (or Authorized Delega		Date	Principal Re (Institution o	presentative or Agency)		Date	

State Form SBP-05 Rev. 7/2018

Project # 21-164329 University of Colorado Denver

## SECTION 00 65 19.25 - NOTICE OF PARTIAL FINAL ACCEPTANCE

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY
- 1.3 DEFINITIONS
- 1.4 NOTICE OF PARTIAL FINAL ACCEPTANCE
  - A. State of Colorado form "Notice of Partial Final Acceptance" (SC-6.271).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)



## NOTICE OF PARTIAL FINAL ACCEPTANCE

Date of Notice of Part	ial Acceptance:			
		Date to be inse	erted by A/E after consultation with the Prince	cipal Representative
Institution/Agency:	GFE			
Project No./Name: 21-164329 / LSC Repair Upper Plaza				
Portion(s) of Project	for which final ac	ceptance is ap	proved:	
TO:				
10.				
Notice is hereby given			y and through the	
accepts as complete* th	ne above numbered j	project.		
State Buildings Progra	am	Date	Principal Representative	Date
(or Authorized Delega			(Institution or Agency)	
*When completely exec Representative.	cuted, this form is to	be sent by cer	ified mail to the Contractor by the Pri	ncipal

Project # 21-164329 University of Colorado Denver

## SECTION 00 65 19.26 - NOTICE OF FINAL ACCEPTANCE

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF FINAL ACCEPTANCE
  - A. State of Colorado form "Notice of Final Acceptance" (SBP-6.27).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)



## **NOTICE OF FINAL ACCEPTANCE**

Date of Notice of Ac	ceptance:					
		Date to be inserted by	A/E after consultation with the Principal Repres	entative		
Institution/Agency:	GFE					
Project No./Name:	21-164329 / LSC Repair Upper Plaza					
TO:						
Notice is hereby given	that the State	of Colorado, acting l	ov and through the			
accepts as complete* t		_		,		
accepts as complete		projecti				
State Buildings Progr		Date	Principal Representative	Date		
(or Authorized Deleg	gate)		(Institution or Agency)			

<sup>\*</sup>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.

## LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

## SECTION 00 65 19.30 - NOTICE OF CONTRACTOR'S SETTLEMENT

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY
- 1.3 DEFINITIONS
- 1.4 NOTICE OF CONTRACTOR'S SETTLEMENT
  - A. State of Colorado form "Notice of Contractor's Settlement" (SBP-7.3).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

**END OF SECTION 00 65 19.30** 



1.

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

# NOTICE OF CONTRACTOR'S SETTLEMENT

Institution/Agency	y: GFE			
Notice Number:				
Project No./Title: 21-164329 / LSC Repair Upper Plaza				
the STATE OF COL	en that on <u>date</u> at <u>address</u> Colorado, final settlement will be made by ORADO with <u>vendor name</u> , hereinafter called the "CONTRACTOR", for the construction of a PROJECT as referenced above.			
project, for or provender, re Contractor or to and includi	co-partnership, association or corporation who has an unpaid claim against the said on account of the furnishing of labor, materials, team hire, sustenance, provisions, intal machinery, tools. or equipment and other supplies used or consumed by such any of his subcontractors In or about the performance of said work, may at any time uping said time of such final settlement, file a verified statement of the amount due and count of such claim			
2. All such claims	shall be filed with the Authority for College, Institution, Department or Agency.			
	Failure on the part of a creditor to file such statement prior to such final settlement will relieve the State of Colorado from any and all liability for such claim			
Authorized Facility	Manager or Authorized Individual			
Name: Approval Date: Agency: Phone: Fax: Email:				
MEDIA OF PUBLIC	ATION:			
PUBLICATION DAT First:	<u>ES:</u>			
Second:	(At least ten (10) days prior to above settlement date)			
NOTES TO EDITOR	).			

State Form SBP-7.3 Rev. 7/2010

Transmit two (2) copies of the Affidavit of Publication, and invoice, to:

#### LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

#### SECTION 00 72 53 – CONTRACT GENERAL CONDITIONS (D/B/B)

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CONTRACT GENERAL CONDITIONS FOR D/B/B AGREEMENT
  - A. State of Colorado form "The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement" (SC-6.23) dated 7/2021.
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 72 53

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



THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT

(STATE FORM SC-6.23)

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

# THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT (STATE FORM SC-6.23)

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

# THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT (STATE FORM SC-6.23)

## ARTICLE 1. DEFINITIONS

## **CONTRACT DOCUMENTS**

The Contract Documents consist of the following some of which are procedural documents used in the administration and performance of the Agreement:

- Contractor's Design/Bid/Build Agreement; (SC-6.21);
- 2. Performance Bond (SC-6.22) and Labor and Material Payment Bond (SC-6.221);
- 3. General Conditions of the Contractor's Design/Bid/Build Agreement (SC- 6.23) and if applicable, Supplementary General Conditions;
- 4. Detailed Specification Requirements, including all addenda issued prior to the opening of the bids; and.
- 5. Drawings, including all addenda issued prior to the opening of the bids.
- 6. Change Orders (SC-6.31) and Amendments (SC-6.0), if any, when properly executed.
- 7. Authorization to Bid (SBP-6.10)
- 8. Information for Bidders (SBP-6.12);
- 9. Bid (SBP-6.13);
- 10. Bid Bond (SBP-6.14);
- 11. Notice of Award (SBP-6.15);
- 12. Builder's risk insurance certificates of insurance (ACORD 25-S);
- 13. Liability and Workers' compensation certificates of insurance;
- 14. Notice to Proceed (Design/Bid/Build) (SBP-6.26);
- 15. Notice of Approval of Occupancy/Use (SBP-01);
- 16. Notice of Partial Substantial Completion (SBP-071);
- 17. Notice of Substantial Completion (SBP-07);
- 18. Notice of Partial Final Acceptance (SC-6.27);
- 19. Notice of Final Acceptance (SBP-6.271);
- 20. Notice of Partial Contractor's Settlement (SC-7.3):
- 21. Notice of Contractor's Settlement (SBP-7.31);
- 22. Application and Certificate for Contractor's Payment (SBP-7.2);
- 23. Other procedural and reporting documents or forms referred to in the General Conditions, the Supplementary General Conditions, the Specifications or required by the State Buildings Program or the Principal Representative, including but not necessarily limited to Pre-Acceptance Check List (SBP-05) and the Building Inspection Record (SBP-BIR). A list of the current standard State Buildings Program forms applicable to this Contract may be obtained from the Principal Representative on request.

#### **DEFINITIONS OF WORDS AND TERMS USED**

- 1. AGREEMENT. The term "Agreement" shall mean the written agreement entered into by the State of Colorado acting by and through the Principal Representative and the Contractor for the performance of the Work and payment therefore, on State Form SC-6.21. The term Agreement when used without reference to State Form SC-6.21 may also refer to the entirety of the parties' agreement to perform the Work described in the Contract Documents or reasonably inferable there from. The term "Contract" shall be interchangeable with this latter meaning of the term Agreement
- 2. AMENDMENT: The term "Amendment" means a written order signed by the Principal Representative or its authorized agent, issued after the execution of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Contract Sum, or the Contract Time as required by State Building Program's policy Contract Modification Guidelines.

- 3. ARCHITECT/ENGINEER. The term "Architect/Engineer" shall mean either the architect of record or the engineer of record under contract to the State of Colorado for the Project identified in the Contract Documents.
- 4. CHANGE ORDER. The term "Change Order" means a written order directing the Contractor to make changes in the Work, in accordance with Article 35A, The Value of Changed Work.
- 5. COLORADO LABOR. The term "Colorado labor", as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public Works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.
- 6. CONTRACTOR. The word "Contractor" shall mean the person, company, firm, corporation or other legal entity entering into a contract with the State of Colorado acting by and through the Principal Representative
- 7. DAYS. The term "days" whether singular or plural shall mean calendar days unless expressly stated otherwise. Where the term "business days" is used it shall mean business days of the State of Colorado.
- 8. DRAWINGS. The term "Drawings" shall mean all drawings approved by appropriate State officials which have been prepared by the Architect/Engineer showing the Work to be done, except that where a list of drawings is specifically enumerated in the Supplementary General Conditions or division 1 of the Specifications, the term shall mean the drawings so enumerated, including all addenda drawings.
- 9. EMERGENCY FIELD CHANGE ORDER. The term "Emergency Field Change Order" shall mean a written change order for extra Work or a change in the Work necessitated by an emergency as defined in Article 35D executed on State form SC 6.31 and identified as an Emergency Field Change Order. The use of such orders is limited to emergencies and to the amounts shown in Article 35D.
- 10. FINAL ACCEPTANCE. The terms "final acceptance" or "finally complete" mean the stage in the progress of the Work, after substantial completion, when all remaining items of Work have been completed, all requirements of the Contract Documents are satisfied and the Notice of Acceptance can be issued. Discrete physical portions of the Project may be separately and partially deemed finally complete at the discretion of the Principal Representative when that portion of the Project reaches such stage of completion and a partial Notice of Acceptance can be issued.
- 11. FIXED LIMIT OF CONSTRUCTION COST. The term "Fixed Limit of Construction Cost" shall set forth a dollar amount available for the total Construction Cost of all elements of the Work as specified by the Principal Representative.
- 12. NOTICE. The term "Notice" shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 8 of the Agreement. Notice Identification, or to such other person as either party identifies in writing to receive Notice Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
- 13. OCCUPANCY. The term "Occupancy" means occupancy taken by the State as Owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the state shall have no right to occupy and the project may not be considered safe for occupancy for the intended use.

- 14. OWNER. The term "Owner" shall mean the Principal Representative.
- 15. PRINCIPAL REPRESENTATIVE. The term "Principal Representative" shall be defined, as provided in C.R.S. § 24-30-1301(14), as the governing board of a state department, institution, or agency; or if there is no governing board, then the executive head of a state department, institution, or agency, as designated by the governor or the general assembly and as specifically identified in the Contract Documents, or shall have such other meaning as the term may otherwise be given in C.R.S. § 24-30-1301(14), as amended. The Principal Representative may delegate authority. The Contractor shall have the right to inquire regarding the delegated authority of any of the Principal Representative's representatives on the project and shall be provided with a response in writing when requested.
- 16. PRODUCT DATA. The term "Product Data" shall mean all submittals in the form of printed manufacturer's literature, manufacturer's specifications, and catalog cuts.
- 17. PROJECT. The "Project" is the total construction of which the Work performed under the Contract Documents is a part, and may include construction by the Principal Representative or by separate contractors.
- 18. REASONABLY INFERABLE. The phrase "reasonably inferable" means that if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which the Contractor could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Drawings and Specifications If there is a difference of opinion, the Principal Representative shall make the determination as to the standards of what reasonably inferable.
- 19. SAMPLES. The term "Samples" shall mean examples of materials or Work provided to establish the standard by which the Work will be judged.
- 20. SBP. The term "SBP" means "State Buildings", which is used in connection with labeling applicable State form documents (e.g., "SBP-01" is the form number for Notice of Approval of Occupancy/Use).
- 21. SC. The term "SC" means "State Contract" which is used in connection with labeling applicable State form documents (e.g. "SC 6.23" is the State form number for these General Conditions of the Contractor's Design/Bid/Build Agreement).
- 22. SCHEDULE OF VALUES. The term "Schedule of Values" is defined as the itemized listing of description of the Work by Division and Section of the Specifications. The format shall be the same as Form SC-7.2. Included shall be the material costs, and the labor and other costs plus the sum of both.
- 23. SHOP DRAWINGS. The term "Shop Drawings" shall mean any and all detailed drawings prepared and submitted by Contractor, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.
- 24. SPECIFICATIONS. The term "Specifications" shall mean the requirements of the CSI divisions of the project manual prepared by the Architect/Engineer describing the Work to be accomplished.
- 25. STATE BUILDINGS PROGRAM. Shall refer to the Office of the State Architect within the Department of Personnel & Administration of Colorado State government responsible for project administration, review, approval and coordination of plans, construction procurement policy, contractual procedures, and code compliance and inspection of all buildings, public Works and improvements erected for state purposes; except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation as provided in C.R.S. § 24-30-1301, et seq. The term State Buildings Program shall also mean that individual within a State Department agency or institution, including institutions of higher education, who has signed an agreement accepting delegation to perform all or part of the responsibilities and functions of State Buildings Program.
- 26. SUBCONTRACTOR. The term "Subcontractor" shall mean a person, firm or corporation supplying labor, materials, equipment and/or Services for Work at the site of the Project for, and under separate contract or agreement with the Contractor.
- 27. SUBMITTALS. The term "submittals" means drawings, lists, tables, documents and samples prepared by the Contractor to facilitate the progress of the Work as required by these General

Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are required by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.

- 28. SUBSTANTIAL COMPLETION. The terms "substantial completion" or "substantially complete" mean the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents as modified by any Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued. Portions of the Project may, at the discretion of the Principal Representative, be designated as substantially complete.
- 29. SUPPLIER. The term "Supplier" shall mean any manufacturer, fabricator, distributor, material man or vendor.
- 30. SURETY. The term "Surety" shall mean the company providing the labor and material payment and performance bonds for the Contractor as obligor.
- 31. VALUE ENGINEERING. "Value Engineering" or "VE" is defined as an analysis and comparison of cost versus value of building materials, equipment, and systems. VE considers the initial cost of construction, coupled with the estimated cost of maintenance, energy use, life expectancy and replacement cost. VE related to this Project shall include the analysis and comparison of building elements in an effort to reduce overall Project costs, while maintaining or enhancing the quality of the design intent, whenever possible.
- 32. WORK. The term "Work" shall mean all or part of the labor, materials, equipment, and other services required by the Contract Documents or otherwise required to be provided by the Contractor to meet the Contractor's obligations under the Contract.

# ARTICLE 2. EXECUTION, CORRELATION, INTENT OF DOCUMENTS, COMMUNICATION AND COOPERATION

#### A. EXECUTION

The Contractor, within ten (10) days from the date of Notice of Award, will be required to:

- 1. Execute the Agreement, State Form SC-6.21;
- Furnish fully executed Performance and Labor and Material Payment Bonds on State Forms SC-6.22 and SC-6.221; and
- 3. Furnish certificates of insurance evidencing all required insurance on standard Acord forms designed for such purpose.
- 4. Furnish certified copies of any insurance policies requested by the Principal Representative.
- 5. If Article 7.1 of the Contractor's Design/Bid/Build Agreement (SC-6.21) applies, furnish documentation that identifies the subcontractors that will be used for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical, and plumbing work required on the project and certify that that all firms identified participate in apprenticeship programs registered with the United States Department of Labor's Employment and Training Administration or state apprenticeship councils recognized by the United States Department of Labor and have a proven record of graduating a minimum of fifteen percent of its apprentices for at least three of the past five years;

By execution of the Agreement the Contractor represents that the Contractor has visited the site, has become familiar with local conditions and local requirements under which the Work is to be performed, including the building code programs of the State Buildings Program as implemented by the Principal Representative, and has correlated personal observations with the requirements of the Contract Documents.

#### C. INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment

and transportation necessary for the proper execution of the Work. Words describing materials or Work which have a well-known technical or trade meaning shall be held to refer to such recognized standards.

In any event, if any error exists, or appears to exist, in the requirements of the Drawings or Specifications, or if any disagreement exists as to such requirements, the Contractor shall have the same explained or adjusted by the Architect/Engineer before proceeding with the Work in question. In the event of the Contractor's failure to give prior written Notice of any such errors or disagreements of which the Contractor or the Subcontractors at any tier are aware, the Contractor shall, at no additional cost to the Principal Representative, make good any damage to, or defect in, Work which is caused by such omission.

Where a conflict occurs between or within standards, Specifications or Drawings, which is not resolved by reference to the precedence between the Contract Documents, the more stringent or higher quality requirements shall apply so long as such more stringent or higher quality requirements are reasonably inferable. The Architect/Engineer shall decide which requirements will provide the best installation.

With the exception noted in the following paragraph, the precedence of the Contract Documents is in the following sequence:

- 1. The Agreement (SC-6.21);
- 2. The Supplementary General Conditions, if any;
- 3. The General Conditions (SC-6.23); and
- 4. Drawings and Specifications, all as modified by any addenda.

Change Orders and Amendments, if any, to the Contract Documents take precedence over the original Contract Documents.

Notwithstanding the foregoing order of precedence, the Special Provisions of Article 52 of the General Conditions, Special Provisions, shall take precedence, rule and control over all other provisions of the Contract Documents.

Unless the context otherwise requires, form numbers in this document are for convenience only. In the event of any conflict between the form required by name or context and the form required by number, the form required by name or context shall control. The Contractor may obtain State forms from the Principal Representative upon request.

#### D. PARTNERING, COMMUNICATIONS AND COOPERATION

In recognition of the fact that conflicts, disagreements and disputes often arise during the performance of construction contracts, the Contractor and the Principal Representative aspire to encourage a relationship of open communication and cooperation between the employees and personnel of both, in which the objectives of the Contract may be better achieved and issues resolved in a more fully informed atmosphere.

The Contractor and the Principal Representative each agree to assign an individual who shall be fully authorized to negotiate and implement a voluntary partnering plan for the purpose of facilitating open communications between them. Within thirty days (30) of the Notice to Proceed, the assigned individuals shall meet to discuss development of an informal agreement to accomplish these goals.

The assigned individuals shall endeavor to reach an informal agreement, but shall have no such obligation. Any plans these parties voluntarily agree to implement shall result in no change to the contract amount, and no costs associated with such plan or its development shall be recoverable under any contract clause. In addition, no plan developed to facilitate open communication and cooperation shall alter, amend or waive any of the rights or duties of either party under the Contract unless and except by written Amendment to the Contract, nor shall anything in this clause or any subsequently developed partnering plan be deemed to create fiduciary duties between the parties unless expressly agreed in a written Amendment to the Contract. It is also recognized that projects with relatively low

contract values may not justify the expense or special efforts required. In the case of small projects with an initial Contract value under \$500,000, the requirements of the preceding paragraph shall not apply.

#### ARTICLE 3. COPIES FURNISHED

The Contractor will be furnished, free of charge, the number of copies of Drawings and Specifications as specified in the Contract Documents, or if no number is specified, all copies reasonably necessary for the execution of the Work.

## ARTICLE 4. OWNERSHIP OF DRAWINGS

Drawings or Specifications, or copies of either, furnished by the Architect/Engineer, are not to be used on any other Work. At the completion of the Work, at the written request of the Architect/Engineer, the Contractor shall endeavor to return all Drawings and Specifications.

The Contractor may retain the Contractor's Contract Document set, copies of Drawings and Specifications used to contract with others for any portion of the Work and a marked up set of as-built drawings.

## ARTICLE 5. ARCHITECT/ENGINEER'S STATUS

The Architect/Engineer is the representative of the Principal Representative for purposes of administration of the Contract, as provided in the Contract Documents and the Agreement. In case of termination of employment or the death of the Architect/Engineer, the Principal Representative will appoint a capable Architect/Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be the same as that of the former Architect/Engineer.

# ARTICLE 6. ARCHITECT/ENGINEER DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION

#### A. DECISIONS

The Architect/Engineer shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work or the interpretation of the Contract Documents, and in the exercise of due diligence shall be reasonably available to the Contractor to timely interpret and make decisions with respect to questions relating to the design or concerning the Contract Documents.

#### B. JUDGMENTS

The Architect/Engineer is, in the first instance, the judge of the performance required by the Contract Documents as it relates to compliance with the Drawings and Specifications and quality of Workmanship and materials.

The Architect/Engineer shall make judgments regarding whether directed Work is extra or outside the scope of Work required by the Contract Documents at the time such direction is first given. If, in the Contractor's judgment, any performance directed by the Architect/Engineer is not required by the Contract Documents or if the Architect/Engineer does not make the judgment required, it shall be a condition precedent to the filing of any claim for additional cost related to such directed Work that the Contractor, before performing such Work, shall first obtain in writing, the Architect/Engineer's written decision that such directed Work is included in the performance required by the Contract Documents. If the Architect/Engineer's direction to perform the Work does not state that the Work is within the performance required by the Contract Documents, the Contractor shall, in writing, request the Architect/Engineer to advise in writing whether the directed Work will be considered extra Work or Work included in the performance required by the Contract Documents.

The Architect/Engineer shall respond to any such written request for such a decision within three (3) business days and if no response is provided, or if the Architect/Engineer's written decision is to the effect that the Work is included in the performance required by the Contract Documents, the Contractor may file with the Principal Representative and the Architect/Engineer a Notice of claim in accordance with Article 36, Claims. Whether or not a Notice of claim is filed, the Contractor shall proceed with the ordered Work. Disagreement with the decision of the Architect/Engineer shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance.

#### C. ACCESS TO WORK

The Architect/Engineer, the Principal Representative and representatives of State Buildings Program shall at all times have access to the Work. The Contractor shall provide proper facilities for such access and for their observations or inspection of the Work.

#### D. INSPECTION

The Architect/Engineer has agreed to make, or that structural, mechanical, electrical engineers or other consultants will make, periodic visits to the site to generally observe the progress and quality of the Work to determine in general if the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

Without in any way meaning to be exclusive or to limit the responsibilities of the Architect/Engineer or the Contractor, the Architect/Engineer has agreed to observe, among other aspects of the Work, the following for compliance with the Contract Documents:

- 1. Compaction testing reports based upon the findings and recommendations of the Principal Representative's testing consultant;
- 2. Bearing surfaces of excavations before concrete is placed based upon the findings and recommendations of the Principal Representative's soils engineering consultant;
- 3. Reinforcing steel after installation and before concrete is poured;
- 4. Structural concrete:
- 5. Laboratory reports on all concrete testing based upon the findings and recommendations of the Principal Representative's testing consultant;
- 6. Structural steel during and after erection and prior to its being covered or enclosed;
- 7. Steel welding; Principal Representative will furnish steel welding inspection consultant/agency if required or necessary for the project;
- 8. Mechanical and plumbing Work following its installation and prior to its being covered or enclosed;
- 9. Electrical Work following its installation and prior to its being covered or enclosed; and
- 10. Any special or quality control testing required in the Contract Documents provided by the Principal Representative's testing consultant.

If the Specifications, the Architect/Engineer's instructions, laws, ordinances of any public authority require any Work to be specifically tested or approved, the Contractor shall give the Principal Representative, Architect/Engineer and appropriate testing agency (if necessary) timely notice of its readiness for observation by the Architect/Engineer or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. The Contractor shall give all required Notices to the Principal Representative or his or her designee for inspections required for the building inspection program. It shall be the responsibility of the Contractor to determine the Notice required by the State pursuant to Building Inspection Record for the Project, according to State form SBP-B.I.R., or the equivalent form required by the Principal Representative as approved by the State Buildings Program. If any portion of the Work should be covered contrary to the reasonable request of the Architect/Engineer, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for its observation and shall be replaced at the Contractor's expense.

If any other portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to it's being covered, it may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Amendment or Change Order, be charged to the Principal Representative. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Principal Representative or a separate Contractor as provided in Article 18, in which event, the Principal Representative shall be responsible for the payment of such costs.

## ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

The Contractor shall employ, and keep present (as applicable) on the Project during its progress, a competent project manager as satisfactory to the Principal Representative. The project manager shall not be changed except with the consent of the Principal Representative, unless the project manager proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The project manager shall represent the Contractor for the Project, and in the absence of the Contractor, all directions given to the project manager shall be as binding as if given to the Contractor. Directions received by the project manager shall be documented by the project manager and communicated in writing with the Contractor.

The Contractor shall employ, and keep present on the Project during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Architect/Engineer and the Principal Representative. The superintendent shall not be changed except with the consent of the Architect/Engineer and the Principal Representative, unless the superintendent proves to be unsatisfactory to the Project Manager/Contractor and ceases to be in his or her employ. The superintendent shall represent the Project Manager/Contractor in his or her absence and all directions given to the superintendent shall be as binding as if given to the Project Manager/Contractor. Directions received by the superintendent shall be documented by the superintendent and confirmed in writing with the Project Manager/Contractor.

The Contractor shall give efficient supervision to the Work, using his or her best skill and attention. He or she shall carefully study and compare all Drawings, Specifications and other written instructions and shall without delay report any error, inconsistency or omission which he or she may discover in writing to the Architect/Engineer. The Contractor shall not be liable to the Principal Representative for damage to the extent it results from errors or deficiencies in the Contract Documents or other instructions by the Architect/Engineer, unless the Contractor knew or had reason to know, that damage would result by proceeding and the Contractor fails to so advise the Architect/Engineer.

The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a uniform, thorough and first-class manner in every respect. The Contractor's superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Contractor's Work. The Contractor shall lay out all Work in a manner satisfactory to the Architect/Engineer, making permanent records of all lines and levels required for excavation, grading, foundations, and for all other parts of the Work.

#### ARTICLE 8. MATERIALS AND EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be first class and of uniform quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor is fully responsible for all acts and omissions of the Contractor's employees and shall at all times enforce strict discipline and good order among employees on the site. The Contractor shall not employ on the Work any person reasonably deemed unfit by the Principal Representative or anyone not skilled in the Work assigned to him.

# ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

#### A. SURVEYS

The Principal Representative shall furnish all surveys, property lines and bench marks deemed necessary by the Architect/Engineer, unless otherwise specified.

#### B. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified in the Specifications, no local municipal or county building permit shall be required. However, State Buildings Program requires each Principal Representative to administer a building code inspection program, the implementation of which may vary at each agency

or institution of the State. The Contractors' employees shall become personally familiar with these local conditions and requirements and shall fully comply with such requirements. State electrical and plumbing permits are required, unless the requirement to obtain such permits is altered by State Building's Programs. The Contractor shall obtain and pay for such permits.

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Principal Representative, unless otherwise specified.

#### C. TAXES

#### 1. Refund of Sales and Use Taxes

The Contractor shall pay all local taxes required to be paid, including but not necessarily limited to all sales and use taxes. If requested by the Principal Representative prior to issuance of the Notice to Proceed or directed in the Supplementary General Conditions or the Specifications, the Contractor shall maintain records of such payments in respect to the Work, which shall be separate and distinct from all other records maintained by the Contractor, and the Contractor shall furnish such data as may be necessary to enable the State of Colorado, acting by and through the Principal Representative, to obtain any refunds of such taxes which may be available under the laws, ordinances, rules or regulations applicable to such taxes. When so requested or directed, the Contractor shall require Subcontractors at all tiers to pay all local sales and use taxes required to be paid and to maintain records and furnish the Contractor with such data as may be necessary to obtain refunds of the taxes paid by such Subcontractors. No State sales and use taxes are to be paid on material to be used in this Project. On application by the purchaser or seller, the Department of Revenue shall issue to a Contractor or to a Subcontractor at any tier, a certificate or certificates of exemption per C.R.S. § 39-26-703(2)(b), and C.R.S. § 39-26-708.

#### 2. Federal Taxes

The Contractor shall exclude the amount of any applicable federal excise or manufacturers' taxes from the proposal. The Principal Representative will furnish the Contractor, on request exemption certificates.

#### D. LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified. If the Contractor observes that the Drawings or Specifications require Work which is at variance therewith, the Contractor shall without delay notify the Architect/Engineer in writing and any necessary changes shall be adjusted as provided in Article 35, Changes In The Work.

The Contractor shall bear all costs arising from the performance of Work required by the Drawings or Specifications that the Contractor knows to be contrary to such laws, ordinances, rules or regulations, if such Work is performed without giving Notice to the Architect/Engineer.

## ARTICLE 10. PROTECTION OF WORK AND PROPERTY

#### A. GENERAL PROVISIONS

The Contractor shall continuously maintain adequate protection of all Work and materials, protect the property from injury or loss arising in connection with this Contract and adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall make good any damage, injury or loss, except to the extent:

- 1. Directly due to errors in the Contract Documents:
- 2. Caused by agents or employees of the Principal Representative; and,
- 3. Due to causes beyond the Contractor's control and not to fault or negligence; provided such damage, injury or loss would not be covered by the insurance required to be carried by the Contractor;

#### B. SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He or she shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of Workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he or she shall designate a responsible member of his or her organization on the Project, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Architect/Engineer by the Contractor.

The Contractor shall provide all necessary bracing, shoring and tying of all structures, decks and framing to prevent any structural failure of any material which could result in damage to property or the injury or death of persons; take all precautions to insure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time during the execution of this Contract; and provide for the adequacy and safety of all scaffolding and hoisting equipment. The Contractor shall not permit open fires within the building enclosure. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations and floors, pits and trenches free of water. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, except as otherwise noted.

The Contractor shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary or required to assure the safe passage of pedestrians and automobiles.

#### C. EMERGENCIES

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor without special instruction or authorization from the Architect/Engineer or Principal Representative, is hereby permitted to act, at his or her discretion, to prevent such threatened loss or injury; and he or she shall so act, without appeal, if so authorized or instructed. Provided the Contractor has no responsibilities for the emergency, if the Contractor incurs additional cost not otherwise recoverable from insurance or others on account of any such emergency Work, the Contract sum shall be equitably adjusted in accordance with Article 35, Changes In The Work.

## ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep on the job site one copy of the Contract Documents in good order, including current copies of all Drawings and Specifications for the Work, and any approved Shop Drawings, Product Data or Samples, and as-built drawings. As-built drawings shall be updated weekly by the Contractor and Subcontractors to reflect actual constructed conditions including dimensioned locations of underground Work and the Contractor's failure to maintain such updates may be grounds to withhold portions of payments otherwise due in accordance with Article 33, Payments Withheld. All such documents shall be available to the Architect/Engineer and representatives of the State. In addition, the Contractor shall keep on the job site one copy of all approved addenda, Change Orders and requests for information issued for the Work.

The Contractor shall develop procedures to insure the currency and accuracy of as-built drawings and shall maintain on a current basis a log of requests for information and responses thereto, a Shop Drawing and Product Data submittal log, and a Sample submittal log to record the status of all necessary and required submittals.

# ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES

#### A. REQUESTS FOR INFORMATION

The Architect/Engineer shall furnish additional instructions with reasonable promptness, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and

instructions shall be consistent with the Contract Documents and reasonably inferable there from. The Architect/Engineer shall determine what additional instructions or drawings are necessary for the proper execution of the Work.

The Work shall be executed in conformity with such instructions and the Contractor shall do no Work without proper drawings, specifications or instructions. If the Contractor believes additional instructions, specifications or drawings are needed for the performance of any portion of the Work, the Contractor shall give Notice of such need in writing through a request for information furnished to the Architect/Engineer sufficiently in advance of the need for such additional instructions, specifications or drawings to avoid delay and to allow the Architect/Engineer a reasonable time to respond. The Contractor shall maintain a log of the requests for information and the responses provided.

#### B. SCHEDULES

#### Submittal Schedules

Prior to filing the Contractor's first application for payment, a schedule shall be prepared which may be preliminary to the extent required, fixing the dates for the submission and initial review of required Shop Drawings, Product Data and Samples for the beginning of manufacture and installation of materials, and for the completion of the various parts of the Work. It shall be prepared so as to cause no delay in the Work or in the Work of any other contractor. The schedule shall be subject to change from time to time in accordance with the progress of the Work, and it shall be subject to the review and approval by the Architect/Engineer. It shall fix the dates at which the various Shop Drawings Product Data and Samples will be required from the Architect/Engineer. The Architect/Engineer, after review and agreement as to the time provided for initial review, shall review and comment on the Shop Drawings, Product Data and Samples in accordance with that schedule. The schedule shall be finalized, prepared and submitted with respect to each of the elements of the Work in time to avoid delay, considering reasonable periods for review, manufacture or installation.

At the time the schedule is prepared, the Contractor, the Architect/Engineer and Principal Representative shall jointly identify the Shop Drawing, Product Data and Samples, if any, which the Principal Representative shall receive simultaneously with the Architect/Engineer for the purposes of owner coordination with existing facility standards and systems. The Contractor shall furnish a copy for the Principal Representative when so requested. Transmittal of Shop Drawings and Product Data copies to the Principal Representative shall be solely for the convenience of the Principal Representative and shall neither create nor imply responsibility or duty of review by the Principal Representative.

The Contractor may also, or at the direction of the Principal Representative at any time shall, prepare and maintain a schedule, which may also be preliminary and subject to change to the extent required, fixing the dates for the initial responses to requests for information or for detail drawings which will be required from the Architect/Engineer to allow the beginning of manufacture, installation of materials and for the completion of the various parts of the Work. The schedule shall be subject to review and approval by the Architect/Engineer. The Architect/Engineer shall, after review and agreement, furnish responses and detail drawings in accordance with that schedule. Any such schedule shall be prepared and approved in time to avoid delay, considering reasonable periods for review, manufacture or installation, but so long as the request for information schedule is being maintained, it shall not be deemed to transfer responsibility to the Contractor for errors or omissions in the Contract Documents where circumstances make timely review and performance impossible.

The Architect/Engineer shall not unreasonably withhold approval of the Contractor's schedules and shall inform the Contractor and the Principal Representative of the basis of any refusal to agree to the Contractor's schedules. The Principal Representative shall attempt to resolve any disagreements.

#### 2. Schedule of Values

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and Principal Representative, for approval, and to the State Buildings Program when specifically requested, a complete itemized schedule of the values of the various parts of the Work, as estimated by the Contractor, aggregating the total price. The schedule of values shall be in such detail as the Architect/Engineer or the Principal Representative shall require, prepared on forms acceptable to the Principal Representative. It shall, at a minimum, identify on a separate line each division of the Specifications including the general conditions costs to be charged to the Project. The Contractor shall revise and resubmit the schedule of values for approval when, in the opinion of the Architect/Engineer or the Principal Representative, such resubmittal is required due to changes or modifications to the Contract Documents or the Contract sum.

The total cost of each line item so separately identified shall, when requested by the Architect/Engineer or the Principal Representative, be broken down into reasonable estimates of the value of:

- a. Material, which shall include the cost of material actually built into the Project plus any local sales or use tax paid thereon; and,
- b. Labor and other costs.

The cost of subcontracts shall be incorporated in the Contractor's schedule of values, and when requested by the Architect/Engineer or the Principal Representative, shall be separately shown as line items.

The Architect/Engineer shall review the proposed schedules and approve it after consultation with the Principal Representative, or advise the Contractor of any required revisions within ten (10) days of its receipt. In the event no action is taken on the submittal within ten days, the Contractor may utilize the schedule of values as its submittal for payment until it is approved or until revisions are requested.

When the Architect/Engineer deems it appropriate to facilitate certification of the amounts due to the Contractor, further breakdown of subcontracts, including breakdown by labor and materials, may be directed.

This schedule of values, when approved, will be used in preparing Contractor's applications for payment on State Form SC-7.2, Application for Payment.

#### 3. Construction Schedules

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and the Principal Representative, and to the State Buildings Program when specifically requested, on a form acceptable to them, an overall timetable of the construction schedule for the Project. Unless the Supplementary General Conditions or the Specifications allow scheduling with bar charts or other less sophisticated scheduling tools, the Contractor's schedule shall be a critical-path method (CPM) construction schedule. The CPM schedule shall start with the date of the Notice to Proceed and include submittals activities, the various construction activities, change order Work (when applicable), close-out, testing, demonstration of equipment operation when called for in the Specifications, and acceptance. The CPM schedule shall at a minimum correlate to the schedule of values line items and shall be cost loaded if requested by the Architect/Engineer or Principal Representative. The completion time shall be the time specified in the Agreement and all Project scheduling shall allocate float utilizing the full period available for construction as specified in the Agreement on State Form SC 6.13, without indication of early completion, unless such earlier completion is approved in writing by the Principal Representative and State Building Programs.

The time shown between the starting and completion dates of the various elements within the construction schedule shall represent one hundred per cent (100%) completion of each element.

All other elements of the CPM schedule shall be as required by the Specifications. In addition, the Contractor shall submit monthly updates or more frequently, if required by the Principal Representative, updates of the construction schedule. These updates shall reflect the Contractor's "Work in place" progress.

When requested by the Architect/Engineer, the Principal Representative or the State Buildings Program, the Contractor shall revise the construction schedule to reflect changes in the schedule of values.

When the testing of materials is required by the Specifications, the Contractor shall also prepare and submit to the Architect/Engineer and the Principal Representative a schedule for testing in accordance with Article 14, Samples and Testing.

## ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### A. SUBMITTAL PROCESS

The Contractor shall check and field verify all dimensions. The Contractor shall check, approve and submit to the Architect/Engineer in accordance with the schedule described in Article 12, Requests for Information and Schedules, all Shop Drawings, Product Data and Samples required by the specifications or required by the Contractor for the Work of the various trades. All Drawings and Product Data shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures. The number of copies of Shop Drawings and Product Data to be submitted shall be as specified in the Specifications and if no number is specified then three copies shall be submitted.

The Architect/Engineer shall review and comment on the Shop Drawings and Product Data within the time provided in the agreed upon schedule for conformance with information given and the design concept expressed in, or reasonably inferred from, the Contract Documents. The nature of all corrections to be made to the Shop Drawings and Product Data, if any, shall be clearly noted, and the submittals shall be returned to the Contractor for such corrections. If a change in the scope of the Work is intended by revisions requested to any Shop Drawings and Product Data, the Contractor shall be requested to prepare a change proposal in accordance with Article 35, Changes In The Work. On resubmitted Shop Drawings, Product Data or Samples, the Contractor shall direct specific attention in writing on the transmittal cover to revisions other than those corrections requested by the Architect/Engineer on any previously checked submittal. The Architect/Engineer shall promptly review and comment on, and return, the resubmitted items.

The Contractor shall thereafter furnish such other copies in the form approved by the Architect/Engineer as may be needed for the prosecution of the Work.

#### B. FABRICATION AND ORDERING

Fabrication shall be started by the Contractor only after receiving approved Shop Drawings from the Architect/Engineer. Materials shall be ordered in accordance with approved Product Data. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, will not be acceptable.

#### C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS

The review and comments of the Architect/Engineer of Shop Drawings, Product Data or Samples shall not relieve the Contractor from responsibility for deviations from the Drawings or Specifications, unless he or she has in writing called the attention of the Architect/Engineer to such deviations at the time of submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or Product Data. Review and comments on Shop Drawings or Product Data containing identified deviations from the Contract Documents shall not be the basis for a Change Order or a claim based on a change in the scope of the Work unless Notice is given to the Architect/Engineer and Principal Representative of all additional costs, time and other impacts of the identified deviation by bring it to their attention in writing at the time the submittals are made, and any subsequent change in the Contract sum or the Contract time shall be limited to cost, time and impacts so identified.

#### D. CONTRACTOR REPRESENTATIONS

By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

## ARTICLE 14. SAMPLES AND TESTING

## A. SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in his or her Work or in that of any other Contractor, all Samples as directed by the Architect/Engineer. The Architect/Engineer shall check and approve such Samples, with reasonable promptness, but only for conformance with the design intent of the Contract Documents and the Project, and for compliance with any submission requirements given in the Contract Documents.

#### B. TESTING - GENERAL

The Contractor shall provide such equipment and facilities as the Architect/Engineer may require for conducting field tests and for collecting and forwarding samples to be tested. Samples themselves shall not be incorporated into the Work after approval without the permission of the Architect/Engineer.

All materials or equipment proposed to be used may be tested at any time during their preparation or use. The Contractor shall furnish the required samples without charge and shall give sufficient Notice of the placing of orders to permit the testing thereof. Products may be sampled either prior to shipment or after being received at the site of the Work.

Tests shall be made by an accredited testing laboratory. Except as otherwise provided in the Specifications, sampling and testing of all materials, and the laboratory methods and testing equipment, shall be in accordance with the latest standards and tentative methods of the American Society of Testing Materials (ASTM). The cost of testing which is in addition to the requirements of the Specifications shall be paid by the Contractor if so directed by the Architect/Engineer, and the Contract sum shall be adjusted accordingly by Change Order; provided however, that whenever testing shows portions of the Work to be deficient, all costs of testing including that required to verify the adequacy of repair or replacement Work shall be the responsibility of the Contractor.

#### C. TESTING - CONCRETE AND SOILS

Unless otherwise specified or provided elsewhere in the Contract Documents, the Principal Representative will contract for and pay for the testing of concrete and for soils compaction testing through an independent laboratory or laboratories selected and approved by the Principal Representative. The Contractor shall assume the responsibility of arranging, scheduling and coordinating the concrete sample collection efforts and soils compaction efforts in an efficient and cost effective manner. Testing shall be performed in accordance with the requirements of the Specifications, and if no requirements are specified, the Contractor shall request instructions and testing shall be as directed by the Architect/Engineer or the soils engineer, as applicable, and in accordance with standard industry practices.

The Principal Representative and the Architect/Engineer shall be given reasonable advance notice of each concrete pour and reserve the right to either increase or decrease the number of cylinders or the frequency of tests.

Soil compaction testing shall be at random locations selected by the soils engineer. In general, soils compaction testing shall be as directed by the soils engineer and shall include all substrate prior to backfill or construction.

#### D. TESTING - OTHER

Additional testing required by the Specifications will be accomplished and paid for by the Principal Representative in a manner similar to that for concrete and soils unless noted otherwise in the Specifications. In any case, the Contractor will be responsible for arranging, scheduling and coordinating additional tests. Where the additional testing will be contracted and paid for by the Principal Representative the Contractor shall give the Principal Representative not less than one-month advance written Notice of the date the first such test will be required.

## ARTICLE 15. SUBCONTRACTS

## A. CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES OR COLORADO

After the contract is awarded, Contractor is required to provide written notice to the Principal Representative no later than twenty (20) days after deciding to perform services under this contract outside the United States or Colorado or to subcontract services under this contract to a subcontractor that will perform such services outside the United States or Colorado. The written notification must include, but need not be limited to, a statement of 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 the services. All notices received by the State pursuant to outsourced services shall be posted on the Colorado Department of Personnel & Administration's website. If Contractor knowingly fails to notify the Principal Representative of any outsourced services as specified herein, the Principal Representative, at its discretion, may terminate this contract as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education (Does not apply to any project that receives federal moneys)

#### B. SUBCONTRACTOR LIST

Prior to the Notice to Proceed to commence construction, the Contractor shall submit to the Architect/Engineer, the Principal Representative and State Buildings Program a preliminary list of Subcontractors. It shall be as complete as possible at the time, showing all known Subcontractors planned for the Work. The list shall be supplemented as other Subcontractors are determined by the Contractor and any such supplemental list shall be submitted to the Architect/Engineer, the Principal Representative and State Buildings Program not less than ten (10) days before the Subcontractor commences Work.

## C. SUBCONTRACTOR SUBSTITUTIONS

The Contractor's list shall include those Subcontractors, if any, which the Contractor indicated in its bid, would be employed for specific portions of the Work if such indication was requested in the bid documents issued by the State. The substitution of any Subcontractor listed in the Contractor's bid shall be justified in writing not less than ten (10) days after the date of the Notice to Proceed to commence construction, and shall be subject to the approval of the Principal Representative. For reasons such as the Subcontractor's refusal to perform as agreed, subsequent unavailability or later discovered bid errors, or other similar reasons, but not including the availability of a lower Subcontract price, such substitution may be approved. The Contractor shall bear any additional cost incurred by such substitutions.

## D. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

The Contractor shall not employ any Subcontractor that the Architect/Engineer, within ten (10) days after the date of receipt of the Contractor's list of Subcontractors or any supplemental list, objects to in writing as being unacceptable to either the Architect/Engineer, the Principal Representative or State Buildings Program. If a Subcontractor is deemed unacceptable, the Contractor shall propose a

substitute Subcontractor and the Contract sum shall be adjusted by any demonstrated difference between the Subcontractor's bids, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the Work proposed.

The Contractor shall be fully responsible to the Principal Representative for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them. All instructions or orders in respect to Work to be done by Subcontractors shall be given to the Contractor.

#### ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents, so far as applicable to the Work of such Subcontractor. The Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation, provide adequate general commercial liability and property insurance, automobile insurance and workers' compensation insurance as provided in Article 25, Insurance.

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship whatsoever between any Subcontractor and the State of Colorado acting by and through its Principal Representative.

## ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate contractor on the Work, the Contractor agrees, upon due Notice, to settle with such contractor by agreement, if he or she will so settle. If such separate contractor sues the Principal Representative on account of any damage alleged to have been so sustained, the Principal Representative shall notify the Contractor, who shall defend such proceedings if requested to do so by Principal Representative. If any judgment against the Principal Representative arises there from, the Contractor shall pay or satisfy it and pay all costs and reasonable attorney fees incurred by the Principal Representative, in accordance with Article 52C, Indemnification, provided the Contractor was given due Notice of an opportunity to settle.

## ARTICLE 18. SEPARATE CONTRACTS

The Principal Representative reserves the right to enter into other contracts in connection with the Project or the Contract. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his or her Work with theirs. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Architect/Engineer any defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the reception of Work, except as to defects which may develop in the other Contractor's Work after the execution of the Contractor's Work.

To insure the proper execution of subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Architect/Engineer any discrepancy between the executed Work and the Drawings.

## ARTICLE 19. USE OF PREMISES

The Contractor shall confine apparatus, the storage of materials and the operations of workmen to limits indicated by law, ordinances, permits and any limits lines shown on the Drawings. The Contractor shall not unreasonably encumber the premises with materials.

The Contractor shall enforce all of the Architect/Engineer's instructions and prohibitions regarding, without limitation, such matters as signs, advertisements, fires and smoking.

## ARTICLE 20. CUTTING, FITTING OR PATCHING

The Contractor shall do all cutting, fitting or patching of Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown upon, or

reasonably inferred from, the Drawings and Specifications for the complete structure, and shall provide for such finishes to patched or fitted Work as the Architect/Engineer may direct. The Contractor shall not endanger any Work by cutting, excavating or otherwise altering the Work and shall not cut or alter the Work of any other Contractor save with the consent of the Architect/Engineer.

## ARTICLE 21. UTILITIES

# A. TEMPORARY UTILITIES

Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal Representative shall be responsible for the locations of all utilities as shown on the Drawings or indicated elsewhere in the Specifications, subject to the Contractor's compliance with all statutory or regulatory requirements to call for utility locates. When actual conditions deviate from those shown the Contractor shall comply with the requirements of Article 37, Differing Site Conditions. The Contractor shall provide and pay for the installation of all temporary utilities required to supply all the power, light and water needed by him and other Contractors for their Work and shall install and maintain all such utilities in such manner as to protect the public and Workmen and conform with any applicable laws and regulations. Upon completion of the Work, he or she shall remove all such temporary utilities from the site. The Contractor shall pay for all consumption of power, light and water used by him or her and the other Contractors, without regard to whether such items are metered by temporary or permanent meters. The Superintendent shall have full authority over all trades and Subcontractors at any tier to prevent waste. The cut-off date on permanent meters shall be either the agreed date of the date of the Notice of Substantial Completion or the Notice of Approval of Occupancy/Use of the Project.

## B. PROTECTION OF EXISTING UTILITIES

Where existing utilities, such as water mains, sanitary sewers, storm sewers and electrical conduits, are shown on the Drawings, the Contractor shall be responsible for the protection thereof, without regard to whether any such utilities are to be relocated or removed as a part of the Work. If any utilities are to be moved, the moving must be conducted in such manner as not to cause undue interruption or delay in the operation of the same.

#### C. CROSSING OF UTILITIES

When new construction crosses highways, railroads, streets, or utilities under the jurisdiction of State, city or other public agency, public utility or private entity, the Contractor shall secure proper written permission before executing such new construction. The Contractor will be required to furnish a proper release before final acceptance of the Work.

#### ARTICLE 22. UNSUITABLE CONDITIONS

The Contractor shall not Work at any time, or permit any Work to be done, under any conditions contrary to those recommended by manufacturers or industry standards which are otherwise proper, unsuited for proper execution, safety and performance. Any cost caused by ill-timed Work shall be borne by the Contractor unless the timing of such Work shall have been directed by the Architect/Engineer or the Principal Representative, after the award of the Contract, and the Contractor provided Notice of any additional cost.

## ARTICLE 23. TEMPORARY FACILITIES

## A. OFFICE FACILITIES

The Contractor shall provide and maintain without additional expense for the duration of the Project temporary office facilities, as required and as specified, for its own use and the use of the Architect/Engineer, representatives of the Principal Representative and State Buildings Program.

#### B. TEMPORARY HEAT

The Contractor shall furnish and pay for all the labor, facilities, equipment, fuel and power necessary to supply temporary heating, ventilating and air conditioning, except to the extent otherwise specified, and shall be responsible for the installation, operation, maintenance and removal of such facilities and equipment. Unless otherwise specified, the permanent HVAC system shall not be used for temporary heat in whole or in part. If the Contractor desires to put the permanent system into use, in whole or in part, the Contractor shall set it into operation and furnish the necessary fuel and manpower to safely operate, protect and maintain that HVAC system. Any operation of all or any part of the permanent

HVAC system including operation for testing purposes shall not constitute acceptance of the system, nor shall it relieve the Contractor of his or her one-year guarantee of the system from the date of the Notice of Substantial Completion of the entire Project, and if necessary due to prior operation, the Contractor shall provide manufacturers' extended warranties from the date of the Contractor's use prior to the date of the Notice of Substantial Completion.

#### C. WEATHER PROTECTION

The Contractor shall, at all times, provide protection against weather, so as to maintain all Work, materials, apparatus and fixtures free from injury or damages.

#### D. DUST PARTITIONS

If the Work involves Work in an occupied existing building, the Contractor shall erect and maintain during the progress of the Work, suitable dust-proof temporary partitions, or more permanent partitions as specified, to protect such building and the occupants thereof.

#### E. BENCH MARKS

The Contractor shall maintain any site bench marks provided by the Principal Representative and shall establish any additional benchmarks specified by the Architect/Engineer as necessary for the Contractor to layout the Work and ascertain all grades and levels as needed.

#### F. SIGN

The Contractor shall erect and permit one 4' x 8' sign only at the site to identify the Project as specified or directed by the Architect/Engineer which shall be maintained in good condition during the life of the Project.

#### G. SANITARY PROVISION

The Contractor shall provide and maintain suitable, clean, temporary sanitary toilet facilities for any and all workmen engaged on the Work, for the entire construction period, in strict compliance with the requirement of all applicable codes, regulations, laws and ordinances, and no other facilities, new or existing, may be used by any person on the Project. When the Project is complete the Contractor shall promptly remove them from the site, disinfect, and clean or treat the areas as required. If any new construction surfaces in the Project other than the toilet facilities provided for herein are soiled at any time, the entire areas so soiled shall be completely removed from the Project and rebuilt. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of any contractor.

## ARTICLE 24. CLEANING UP

The Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by employees or Work, and at the completion of the Work shall remove all such surplus material, waste material, dirt, and rubbish, as well as all tools, equipment and scaffolding, and shall wash and clean all window glass and plumbing fixtures, perform cleanup and cleaning required by the Specifications and leave all of the Work clean unless more exact requirements are specified.

#### ARTICLE 25. INSURANCE

## A. GENERAL

The Contractor shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Contractor shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative and State Buildings Program within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

## B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate \$2,000,000
Products – Completed Operations Aggregate \$2,000,000
Each Occurrence \$1,000,000
Personal Injury \$1,000,000

The following coverages shall be included in the CGL:

- 1. Per project general aggregate (CG 25 03 or similar)
- 2. Additional Insured status in favor of the State of Colorado and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG2010 10/01 and CG 2037 10/01 or equivalent as permitted by law.
- 3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- 4. A waiver of Subrogation in favor of all Additional Insured parties.
- 5. Personal Injury Liability
- 6. Contractual Liability coverage to support indemnification obligation per Article 53.I
- 7. Explosion, collapse and underground (xcu)

The following exclusionary endorsements are prohibited in the CGL policy:

- 1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
- 2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
- 3. If applicable to the Work to be performed: Residential or multi-family
- 4. If applicable to the Work to be performed: Exterior insulation finish systems
- 5. If applicable to the Work to be performed: Subsidence or Earth Movement

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):

\$1,000,000 each accident

Coverages:

Specific waiver of subrogation

#### D. WORKERS' COMPENSATION INSURANCE

The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

In cases where any class of employees engaged in hazardous Work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE (for construction projects exceeding \$10,000,000, provide the following coverage):

The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence \$5,000,000 Aggregate \$5,000,000

#### F. BUILDER'S RISK INSURANCE

Unless otherwise expressly stated in the Supplementary General Conditions (e.g. where the State elects to provide for projects with a completed value of less than \$1,000,000), the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later.

This insurance shall include interests of the Owner, the Contractor, Subcontractors and Subsubcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).

Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false Work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Contractor shall maintain Builders Risk coverage including partial use by Owner.

The Contractor shall waive all rights of subrogation as regards the State of Colorado and the Principal Representative, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

Upon request, the amount of such insurance shall be increased to include the cost of any additional Work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as

his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

The Principal Representative, with approval of the State Controller, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured Work.

#### G. POLLUTION LIABILITY INSURANCE

If Contractor is providing directly or indirectly Work with pollution/environmental hazards, the Contractor must provide or cause those conducting the Work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. State of Colorado must be included as additional insureds on the policy. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

## H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS

Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

- 1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
- 2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Principal Representative and State Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;
- 3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Principal Representative;
- 4. Receipt, review or acceptance by the Principal Representative of any insurance policies or certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

#### ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on State Forms SC-6.22, Performance Bond, and SC-6.221, Labor and Material Payment Bond, or such other forms as State Buildings Program may approve for the Project, executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum. The expense of these bonds shall be borne by the Contractor and the bonds shall be filed with State Buildings Program.

If, at any time, a Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract Documents or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor shall furnish to State Buildings Program within ten (10) days after receipt of Notice from the State or after the Contractor otherwise becomes aware of such conditions.

## ARTICLE 27. LABOR AND WAGES

A. In accordance with laws of Colorado, C.R.S. § 8-17-101(1), as amended, Colorado labor shall be employed to perform at least eighty percent of the Work.

- B. In accordance with laws of Colorado, C.R.S. § 24-92 Part 2, if prevailing wage rates are applicable to this project:
  - 1. The contractor shall in conspicuous places on the project post an owner provided poster with the current prevailing rate of payments as provided in the project solicitation.
    - a. A contractor who fails to comply shall be deemed guilty of a class 3 misdemeanor and shall pay the State one hundred dollars (\$100) for each calendar day of noncompliance as determined by the State.
  - 2. The contractor and any subcontractors shall pay all the employees employed directly on the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the competitive solicitation, regardless of any contractual relationships that may be alleged to exist between the contractor or subcontractor and the employees.
  - 3. The contractor and any subcontractors shall prepare and submit payroll reports to the State on a monthly basis that disclose all relevant payroll information, including the name and address of any entities to which fringe benefits are paid.
  - 4. The contractor and any subcontractors shall maintain on the site where public projects are being constructed a daily log of employees employed each day on the public project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer, and shall be kept on a form prescribed by the director. The log shall be available for inspection on the site at all times by the State.
  - 5. If the contractor or any subcontractor fails to pay wages as are required by the contract, the State shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the State evidence satisfactory to such agency of government that such wages have been paid; except that the State shall approve and pay any portion of a warrant or demand for payment to the contractor to the extent the State has been furnished satisfactory evidence that the contractor or one or more subcontractors has paid such wages required by the contract, The contractor or subcontractor may use the following procedure in order to satisfy the requirements of this section:
    - a. The contractor or subcontractor may submit to the State, for each employee to whom such wages are due, a check payable to that employee or to the State so it is negotiable by either party. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that employee by the contract and the wages actually paid by the contractor or subcontractor.
    - b. If any check submitted cannot be delivered to the employee within a reasonable period, then it shall be negotiated by the State and the proceeds deposited in the unclaimed property trust fund created in section 38-13-116.6. Nothing in this subsection (1) shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any employee to whom wages are due.

#### ARTICLE 28. ROYALTIES AND PATENTS

The Contractor shall be responsible for assuring that all rights to use of products and systems have been properly arranged and shall take such action as may be necessary to avoid delay, at no additional charge to the Principal Representative, where such right is challenged during the course of the Work. The Contractor shall pay all royalties and license fees required to be paid and shall defend all suits or claims for infringement of any patent rights and shall save the State of Colorado harmless from loss on account thereof, in accordance with Article 52C, Indemnification; provided, however, the Contractor shall not be responsible for such loss or

defense for any copyright violations contained in the Contract Documents prepared by the Architect/Engineer or the Principal Representative of which the Contractor is unaware, or for any patent violations based on specified processes that the Contractor is unaware are patented or that the Contractor should not have had reason to believe were patented.

## ARTICLE 29. ASSIGNMENT

Except as otherwise provided hereafter the Contractor shall not assign the whole or any part of this Contract without the written consent of the Principal Representative. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by C.R.S. § 4-9-406, et. seq., as amended, provided that written Notice of assignment adequate to identify the rights assigned is received by the Principal Representative and the controller for the agency, department, or institution executing this Contract (as distinguished from the State Controller). Such assignment of the right to payment shall not be deemed valid until receipt by the Principal Representative and such controller and the Contractor assumes the risk that such written Notice of assignment is received by the Principal Representative and the controller for the agency, department, or institution involved. In case the Contractor assigns all or part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract, whether said service or materials were supplied prior to or after the assignment. Nothing in this Article shall be deemed a waiver of any other defenses available to the State against the Contractor or the assignee.

## ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE

The Contractor shall promptly remove from the premises all Work or materials condemned or declared irreparably defective as failing to conform to the Contract Documents on receipt of written Notice from the Architect/Engineer or the Principal Representative, whether incorporated in the Work or not. If such materials shall have been incorporated in the Work, or if any unsatisfactory Work is discovered, the Contractor shall promptly replace and re-execute his or her Work in accordance with the requirements of the Contract Documents without expense to the Principal Representative, and shall also bear the expense of making good all Work of other contractors destroyed or damaged by the removal or replacement of such defective material or Work.

Should any defective Work or material be discovered during the process of construction, or should reasonable doubt arise as to whether certain material or Work is in accordance with the Contract Documents, the value of such defective or questionable material or Work shall not be included in any application for payment, or if previously included, shall be deducted by the Architect/Engineer from the next application submitted by the Contractor.

If the Contractor does not perform repair, correction and replacement of defective Work, in lieu of proceeding by issuance of a Notice of intent to remove condemned Work as outlined above, the Principal Representative may, not less than seven (7) days after giving the original written Notice of the need to repair, correct, or replace defective Work, deduct all costs and expenses of replacement or correction as instructed by the Architect/Engineer from the Contractor's next application for payment in addition to the value of the defective Work or material. The Principal Representative may also make an equitable deduction from the Contract sum by unilateral Change Order, in accordance with Article 33, Payments Withheld and Article 35, Changes In The Work.

If the Contractor does not remove such condemned or irreparably defective Work or material within a reasonable time, the Principal Representative may, after giving a second seven (7) day advance Notice to the Contractor and the Surety, remove them and may store the material at the Contractor's expense. The Principal Representative may accomplish the removal and replacement with its own forces or with another Contractor. If the Contractor does not pay the expense of such removal and pay all storage charges within ten (10) days thereafter, the Principal Representative may, upon ten (10) days' written Notice, sell such material at auction or at private sale and account for the net proceeds thereof, after deducting all costs and expenses which should have been borne by the Contractor. If the Contractor shall commence and diligently pursue such removal and replacement before the expiration of the seven-day period, or if the Contractor shall show good

cause in conjunction with submittal of a revised CPM schedule showing when the Work will be performed and why such removal of condemned Work should be scheduled for a later date, the Principal Representative shall not proceed to remove or replace the condemned Work.

If the Contractor disagrees with the Notice to remove Work or materials condemned or declared irreparably defective, the Contractor may request facilitated negotiation of the issue and the Principal Representative's right to proceed with removal and to deduct costs and expenses of repair shall be suspended and tolled until such time as the parties meet and negotiate the issue

During construction, whenever the Architect/Engineer has advised the Contractor in writing, in the Specifications, by reference to Article 6, Architect/Engineer Decisions and Judgments, of these General Conditions or elsewhere in the Contract Documents of a need to observe materials in place prior to their being permanently covered up, it shall be the Contractor's responsibility to notify the Architect/Engineer at least forty-eight (48) hours in advance of such covering operation. If the Contractor fails to provide such notification, Contractor shall, at his or her expense, uncover such portions of the Work as required by the Architect/Engineer for observation, and reinstall such covering after observation. When a covering operation is continued from day to day, notification of the commencement of a single continuing covering operation shall suffice for the activity specified so long as it proceeds regularly and without interruption from day to day, in which event the Contractor shall coordinate with the Architect/Engineer regarding the continuing covering operation.

#### ARTICLE 31. APPLICATIONS FOR PAYMENTS

## A. CONTRACTOR'S SUBMITTALS

On or before the first day of each month and no more than five days prior thereto, the Contractor may submit applications for payment for the Work performed during such month covering the portion of the Work completed as of the date indicated, and payments on account of this Contract shall be due per C.R.S. § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of application for payments that have been certified by the Architect/Engineer. The Contractor shall submit the application for payment to the Architect/Engineer on State forms SBP-7.2, Certificate for Contractor's Payment, or such other format as the State Buildings Program shall approve, in an itemized format in accordance with the schedule of values or a cost loaded CPM schedule when required, supported to the extent reasonably required by the Architect/Engineer or the Principal Representative by receipts or other vouchers, showing payments for materials and labor, prior payments and payments to be made to Subcontractors and such other evidence of the Contractor's right to payments as the Architect/Engineer or Principal Representative may direct.

If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Principal Representative's title to such material or otherwise adequately protect the Principal Representative's interests, and shall provide proof of insurance whenever requested by the Principal Representative or the Architect/Engineer, and shall be subject to the right to inspect the materials at the request of either the Architect/Engineer or the Principal Representative.

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.

#### B. ARCHITECT/ENGINEER CERTIFICATION

In accordance with the Architect/Engineer's agreement with the Principal Representative, the Architect/Engineer after appropriate observation of the progress of the Work shall certify to the Principal Representative the amount that the Contractor is entitled to, and forward the application to the Principal Representative. If the Architect/Engineer certifies an amount different from the amount requested or otherwise alters the Contractor's application for payment, a copy shall be forwarded to the Contractor.

If the Architect/Engineer is unable to certify all or portions of the amount requested due to the absence or lack of required supporting evidence, the Architect/Engineer shall advise the Contractor of the

deficiency. If the deficiency is not corrected at the end of ten (10) days, the Architect/Engineer may either certify the remaining amounts properly supported to which the Contractor is entitled, or return the application for payment to the Contractor for revision with a written explanation as to why it could not be certified.

#### C. RETAINAGE WITHHELD

Unless otherwise provided in the Supplementary General Conditions, an amount equivalent to five percent (5%) of the amount shown to be due the Contractor on each application for payment shall be withheld until the Work required by the Contract has been performed. The withheld percentage of the contract price of any such Work, improvement, or construction shall be administered according to C.R.S. § 24-91-103, as amended, and C.R.S. § 38-26-107, as amended, and Article 31D, shall be retained until the Work or discrete portions of the Work, have been completed satisfactorily, finally or partially accepted, and advertised for final settlement as further provided in Article 41.

#### D. RELEASE OF RETAINAGE

The Contractor may, for satisfactory and substantial reasons shown to the Principal Representative's satisfaction, make a written request to the Principal Representative and the Architect/Engineer for release of part or all of the withheld percentage applicable to the Work of a Subcontractor which has completed the subcontracted Work in a manner finally acceptable to the Architect/Engineer, the Contractor, and the Principal Representative. Any such request shall be supported by a written approval from the Surety furnishing the Contractor's bonds and any surety that has provided a bond for the Subcontractor. The release of any such withheld percentage shall be further supported by such other evidence as the Architect/Engineer or the Principal Representative may require, including but not limited to, evidence of prior payments made to the Subcontractor, copies of the Subcontractor's contract with the Contractor, any applicable warranties, as-built information, maintenance manuals and other customary close-out documentation. Neither the Principal Representative nor the Architect Engineer shall be obligated to review such documentation nor shall they be deemed to assume any obligations to third parties by any review undertaken.

The Contractor's obligation under these General Conditions to guarantee Work for one year from the date of the Notice of Substantial Completion or the date of any Notice of Partial Substantial Completion of the applicable portion or phase of the Project, shall be unaffected by such partial release; unless a Notice of Partial Substantial Completion is issued for the Work subject to the release of retainage.

Any rights of the Principal Representative which might be terminated by or from the date of any final acceptance of the Work, whether at common law or by the terms of this Contract, shall not be affected by such partial release of retainage prior to any final acceptance of the entire Project.

The Contractor remains fully responsible for the Subcontractor's Work and assumes any risk that might arise by virtue of the partial release to the Subcontractor of the withheld percentage, including the risk that the Subcontractor may not have fully paid for all materials, labor and equipment furnished to the Project.

If the Principal Representative considers the Contractor's request for such release satisfactory and supported by substantial reasons, the Architect/Engineer shall make a "final inspection" of the applicable portion of the Project to determine whether the Subcontractor 's Work has been completed in accordance with the Contract Documents. A final punch list shall be made for the Subcontractor's Work and the procedures of Article 41, Completion, Final Inspection, Acceptance and Settlement, shall be followed for that portion of the Work, except that advertisement of the intent to make final payment to the Subcontractor shall be required only if the Principal Representative has reason to believe that a supplier or Subcontractor to the Subcontractor for which the request is made, may not have been fully paid for all labor and materials furnished to the Project.

## ARTICLE 32. CERTIFICATES FOR PAYMENTS

State Form SBP-7.2, Certificate For Contractor's Payment, and its continuation detail sheets, when submitted, shall constitute the Certificate of Contractor's Application for Payment, and shall be a representation by the

Contractor to the Principal Representative that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and materials for which payment is requested have been incorporated into the Project except as noted in the application. If requested by the Principal Representative the Certificate of Contractor's Application for Payment shall be sworn under oath and notarized.

# ARTICLE 33. PAYMENTS WITHHELD

The Architect/Engineer, the Principal Representative or State Buildings Program may withhold, or on account of subsequently discovered evidence nullify, the whole or any part of any application on account of, but not limited to any of the following:

- 1. Defective Work not remedied;
- 2. Claims filed or reasonable evidence indicating probable filing of claims;
- 3. Failure of the Contractor to make payments to Subcontractors for material or labor;
- 4. A reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid;
- 5. Damage or injury to another contractor or any other person, persons or property except to the extent of coverage by a policy of insurance;
- 6. Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations or the directions of the Architect/Engineer;
- 7. Failure to submit a monthly construction schedule;
- 8. Failure of the Contractor to keep Work progressing in accordance with the time schedule;
- 9. Failure to keep a superintendent on the Work;
- 10. Failure to maintain as built drawings of the Work in progress;
- 11. Unauthorized deviations by the Contractor from the Contract Documents; or
- 12. On account of liquidated damages.

In addition, the Architect Engineer, Principal Representative or State Buildings Program may withhold or nullify the whole or any part of any application for any reason noted elsewhere in these General Conditions of the Contractor's Design/Bid/Build Agreement. Nullification shall mean reduction of amounts shown as previously paid on the application. The amount withheld or nullified may be in such amount as the Architect/Engineer or the Principal Representative estimates to be required to allow the State to accomplish the Work, cure the failure and cover any damages or injuries, including an allowance for attorneys' fees and costs where appropriate. When the grounds for such withholding or nullifying are removed, payment shall be made for the amounts thus withheld or nullified on such grounds.

# ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect/Engineer and the Principal Representative deem it inexpedient to correct Work damaged or not performed in accordance with the Contract Documents, the Principal Representative may, after consultation with the Architect/Engineer and ten (10) days' Notice to the Contractor of intent to do so, make reasonable reductions from the amounts otherwise due the Contractor on the next application for payment. Notice shall specify the amount or terms of any contemplated reduction. The Contractor may during this period correct or perform the Work. If the Contractor does not correct or perform the Work, an equitable deduction from the Contract sum shall be made by Change Order, in accordance with Article 35, Changes in The Work, unilaterally if necessary. If either party elects' facilitation of this issue after Notice is given, the ten-day (10) notice period shall be extended and tolled until facilitation has occurred.

# ARTICLE 35. CHANGES IN THE WORK

The Principal Representative may designate, without invalidating the Agreement, and with the approval of State Buildings Program and the State Controller, may order extra Work or make changes with or without the consent of the Contractor as hereafter provided, by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such changes in the Work shall be within the general scope of and be executed under the conditions of the Contract, except that any claim for extension of time made necessary due to the change or any claim of other delay or other impacts caused by or resulting from the change in the Work shall be presented by the Contractor and adjusted by Change Order to the extent known at the time such change is ordered and before proceeding with the extra or changed Work. Any claims for extension of

time or of delay or other impacts, and any costs associated with extension of time, delay or other impacts, which are not presented before proceeding with the change in the Work, and which are not adjusted by Change Order to the extent known, shall be waived.

The Architect/Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent of the Contract Documents, but otherwise, except in an emergency endangering life or property, no extra Work or change in the Contract Documents shall be made unless by 1) a written Change Order, approved by the Principal Representative, State Buildings Program, and the State Controller prior to proceeding with the changed Work; or 2) by an Emergency Field Change Order approved by the Principal Representative and State Buildings Program as hereafter provided in Article 35C, Emergency Field Ordered Changed Work; or 3) by an allocation in writing of any allowance already provided in the encumbered contract amount, the Contract sum being later adjusted to decrease the Contract sum by any unallocated or unexpended amounts remaining in such allowance. No change to the Contract sum shall be valid unless so ordered.

#### A. THE VALUE OF CHANGED WORK

- 1. The value of any extra Work or changes in the Work shall be determined by agreement in one or more of the following ways:
  - a. By estimate and acceptance of a lump-sum amount;
  - b. By unit prices specified in the Agreement, or subsequently agreed upon, that are extended by specific quantities;
  - c. By actual cost plus a fixed fee in a lump sum amount for profit, overhead and all indirect and off-site home office costs, the latter amount agreed upon in writing prior to starting the extra or changed Work.
- Where the Contractor and the Principal Representative cannot agree on the value of extra Work, the Principal Representative may order the Contractor to perform the changes in the Work and a Change Order may be unilaterally issued based on an estimate of the change in the Work prepared by the Architect/Engineer. The value of the change in the Work shall be the Principal Representative's determination of the amount of equitable adjustment attributable to the extra Work or change. The Principal Representative's determination shall be subject to appeal by the Contractor pursuant to the claims process in Article 36, Claims.
- 3. Except as otherwise provided in Article 35B, Detailed Breakdown, the Cost Principles of the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall govern all Contract changes.

# B. DETAILED BREAKDOWN

In all cases where the value of the extra or changed Work is not known based on unit prices in the Contractor's bid or the Agreement, a detailed change proposal shall be submitted by the Contractor on a Change Order Proposal (SC-6.312), or in such other format as the State Buildings Program approves, with which the Principal Representative may require an itemized list of materials, equipment and labor, indicating quantities, time and cost for completion of the changed Work.

Such detailed change proposals shall be stated in lump sum amounts and shall be supported by a separate breakdown, which shall include estimates of all or part of the following when requested by the Architect/Engineer or the Principal Representative:

- 1. Materials, indicating quantities and unit prices including taxes and delivery costs if any (separated where appropriate into general, mechanical and electrical and/or other Subcontractors' Work; and the Principal Representative may require in its discretion any significant subcontract costs to be similarly and separately broken down).
- 2. Labor costs, indicating hourly rates and time and labor burden to include Social Security and other payroll taxes such as unemployment, benefits and other customary burdens.

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- 3. Costs of project management time and superintendence time of personnel stationed at the site, and other field supervision time, but only where a time extension, other than a weather delay, is approved as part of the Change Order, and only where such project management time and superintendence time is directly attributable to and required by the change; provided however that additional cost of on-site superintendence shall be allowable whenever in the opinion of the Architect/Engineer the impact of multiple change requests to be concurrently performed will result in inadequate levels of supervision to assure a proper result unless additional superintendence is provided.
- 4. Construction equipment (including small tools). Expenses for equipment and fuel shall be based on customary commercially reasonable rental rates and schedules. Equipment and hand tool costs shall not include the cost of items customarily owned by workers.
- 5. Workers' compensation costs, if not included in labor burden.
- 6. The cost of commercial general liability and property damage insurance premiums but only to the extent charged the Contractor as a result of the changed Work.
- 7. Overhead and profit, as hereafter specified.
- 8. Builder's risk insurance premium costs.
- 9. Bond premium costs.
- 10. Testing costs not otherwise excluded by these General Conditions.
- 11. Subcontract costs.

Unless modified in the Supplementary General Conditions, overhead and profit shall not exceed the percentages set forth in the table below.

	OVERHEAD	PROFIT	COMMISSION
To the Contractor or to Subcontractors for the portion of Work performed with their own forces:	10%	5%	0%
To the Contractor or to Subcontractors for Work performed by others at a tier immediately below either of them:	5%	0%	5%

Overhead shall include: a) insurance premium for policies not purchased for the Project and itemized above, b) home office costs for office management, administrative and supervisory personnel and assistants, c) estimating and change order preparation costs, d) incidental job burdens, e) legal costs, f) data processing costs, g) interest costs on capital, h) general office expenses except those attributable to increased rental expenses for temporary facilities, and all other indirect costs, but shall not include the Social Security tax and other direct labor burdens. The term "Work" as used in the proceeding table shall include labor, materials and equipment and the "Commission" shall include all costs and profit for carrying the subcontracted Work at the tiers below except direct costs as listed in items 1 through 11 above if any.

On proposals for Work involving both additions and credits in the amount of the Contract sum, the overhead and profit will be allowed on the net increase only. On proposals resulting in a net deduct to the amount of the Contract sum, profit on the deducted amount shall be returned to the Principal Representative at fifty percent (50%) of the rate specified. The inadequacy of the profit specified shall not be a basis for refusal to submit a proposal.

Except in the case of Change Orders or Emergency Field Change Orders agreed to on the basis of a lump sum amount or unit prices as described in paragraphs 35A1 and 35A2 above, The Value of Changed Work, the Contractor shall keep and present a correct and fully auditable account of the several items of cost, together with vouchers, receipts, time cards and other proof of costs incurred, summarized on a Change Order form (SC-6.31) using such format for supporting documentation as the Principal Representative and State Buildings Program approve. This requirement applies equally to Work done by Subcontractors. Only auditable costs shall be reimbursable on Change Orders where the value is determined on the basis of actual cost plus a fixed fee pursuant to paragraph 35A3 above,

or where unilaterally determined by the Principal Representative on the basis of an equitable adjustment in accordance with the Procurement Rules, as described above in Article 35A, The Value Of Changed Work.

Except for proposals for Work involving both additions and credits, changed Work shall be adjusted and considered separately for Work either added or omitted. The amount of adjustment for Work omitted shall be estimated at the time it is directed to be omitted, and when reasonable to do so, the agreed adjustment shall be reflected on the schedule of values used for the next Contractor's application for payment.

The Principal Representative reserves the right to contract with any person or firm other than the Contractor for any or all extra Work; however, unless specifically required in the Contract Documents, the Contractor shall have no responsibility without additional compensation to supervise or coordinate the Work of persons or firms separately contracted by the Principal Representative.

#### C. HAZARDOUS MATERIALS

- 1. The Principal Representative represents that it has undertaken an examination of the site of the Work and has determined that there are no hazardous substances, as defined below, which the Contractor could reasonably encounter in its performance of the Work. In the event the Principal Representative so discovers hazardous substances, the Principal Representative shall render harmless such hazards before the Contractor commences the Work.
- 2. In the event the Contractor encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Principal Representative, in writing. For purposes of this Agreement, "hazardous substances" shall include asbestos, lead, polychlorinated biphenyl (PCB) and any or all of those substances defined as "hazardous substance", "hazardous waste", or "dangerous or extremely hazardous wastes" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), and shall also include materials regulated by the Toxic Substances Control Act (TSCA), the Clean Air Act, the Air Quality Act, the Clean Water Act, and the Occupational Safety and Health Act. The Work in the affected area shall not therefore be resumed except by written agreement of the Principal Representative and the Contractor, if in fact materials that are hazardous substances have not been rendered harmless. The Work in the affected area shall be resumed only in the absence of the hazardous substances or when it has been rendered harmless or by written agreement of the Principal Representative and the Contractor.
- 3. The contractor shall not be required to perform Work without consent in any areas where it reasonably believes hazardous substances that have not been rendered harmless are present.

# D. EMERGENCY FIELD CHANGE ORDERED WORK

The Principal Representative, without invalidating the Agreement, and with the approval of State Buildings Program and without the approval of the State Controller, may order extra Work or make changes in the case of an emergency that is a threat to life or property or where the likelihood of delays in processing a normal Change Order will result in substantial delays and or significant cost increases for the Project. Emergency Field Orders are not to be used solely to expedite normal Change Order processing absent a clear showing of a high potential for significant and substantial cost or delay. Such changes in the Work may be directed through issuance of an Emergency Field Change Order signed by the Contractor, the Principal Representative (or by a designee specifically appointed to do so in writing), and approved by the Director of State Buildings Program or his or her delegate. The change shall be directed using an Emergency Field Change Order form (SC-6.31E).

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If the amount of the adjustment of the Contract price and time for completion can be determined at the time of issuance of the Emergency Field Change Order, those adjustments shall be reflected on the face of the Emergency Field Change Order. Otherwise, the Emergency Field Change Order shall reflect a not to exceed (NTE) amount for any schedule adjustment (increasing or decreasing the time for completion) and an NTE amount for any adjustment to Contract sum, which NTE amount shall represent the maximum amount of adjustment to which the Contractor will be entitled, including direct and indirect costs of changed Work, as well as any direct or indirect costs attributable to delays, inefficiencies or other impacts arising out of the change. Emergency Field Change Orders directed in accordance with this provision need not bear the approval signatures of the State Controller.

On Emergency Field Change Orders where the price and schedule have not been finally determined, the Contractor shall submit final costs for adjustment as soon as practicable. No later than seven (7) days after issuance, except as otherwise permitted, and every seven days thereafter, the Contractor shall report all costs to the Principal Representative and the Architect/Engineer. The final adjustment of the Emergency Field Change Order amount and the adjustment to the Project time for completion shall be prepared on a normal Change Order from (SC-6.31) in accordance with the procedures described in Article 35A, The Value of Changed Work, and B, Detailed Breakdown, above. Unless otherwise provided in writing signed by the Director of State Buildings Program to the Principal Representative and the Contractor, describing the extent and limits of any greater authority, individual Emergency Field Change Orders shall not be issued for more than \$25,000, nor shall the cumulative value of Emergency Field Change Orders exceed an amount of \$100,000.

# E. APPROPRIATION LIMITATIONS - C.R.S. § 24-91-103.6, as amended

The amount of money appropriated, as shown on the Contractor's Design/Bid/Build Agreement (SC 6.21), is equal to or in excess of the Contract amount. No Change Order, Emergency Field Change Order, or other type of order or directive shall be issued by the Principal Representative, or any agent acting on his or her behalf, which directs additional compensable Work to be performed, which Work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, as shown on the Agreement (SC-6.21), unless one of the following occurs: (1) the Contractor is provided written assurance from the Principal Representative that sufficient additional lawful appropriations exist to cover the cost of the additional Work; or (2) the Work is covered by a contractor remedy provision under the Contract, such as a claim for extra cost. By way of example only, no assurance is required for any order, directive or instruction by the Architect/Engineer or the Principal Representative to perform Work which is determined to be within the performance required by the Contract Documents; the Contractor's remedy shall be as described elsewhere in these General Conditions.

Written assurance shall be in the form of an Amendment to the Contract reciting the source and amount of such appropriation available for the Project. No remedy granting provision of this Contract shall obligate the Principal Representative to seek appropriations to cover costs in excess of the amounts recited as available to pay for the Work to be performed.

# ARTICLE 36. CLAIMS

It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of job site issues, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, the Contractor shall 1) first, seek a decision by the Architect/Engineer, and 2) shall second, informally present the claim to Principal Representative as described hereafter, and 3) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal contract controversy, and 4) seek resolution outside the

Contract as provided by the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

If the Contractor claims that any instructions, by detailed drawings, or otherwise, or any other act or omission of the Architect/Engineer or Principal Representative affecting the scope of the Contractor's Work, involve extra cost, extra time or changes in the scope of the Work under this Contract, the Contractor shall have the right to assert a claim for such costs or time, provided that before either proceeding to execute such Work (except in an emergency endangering life or property), or filing a Notice of claim, the Contractor shall have obtained or requested a written decision of the Architect/Engineer following the procedures as provided in Article 6A and B, Architect/Engineer Decisions and Judgments, respectively; provided, however, that in the case of a directed change in the Work pursuant to Article 35, no written judgment or decision of the Architect/Engineer is required. If the Contractor is delayed by the lack of a response to a request for a decision by the Architect/Engineer, the Contractor shall give Notice in accordance with Article 38, Delays and Extensions of Time.

Unless it is the Architect/Engineer's judgment and determination that the Work is not included in the performance required by the Contract Documents, the Contractor shall proceed with the Work as originally directed. Where the Contractor's claim involves a dispute concerning the value of Work unilaterally directed pursuant to Article 35.A.2 the Contractor shall also proceed with the Work as originally directed while his or her claim is being considered.

The Contractor shall give the Principal Representative and the Architect/Engineer Notice of any claim promptly after the receipt of the Architect/Engineer's decision, but in no case later than three (3) business days after receipt of the Architect/Engineer's decision (or no later than ten (10) days from the date of the Contractor's request for a decision when the Architect/Engineer fails to decide as provided in Article 6). The Notice of claim shall state the grounds for the claim and the amount of the claim to the extent known in accordance with the procedures of Article 35, Changes in the Work. The period in which Notice must be given may be extended by the Principal Representative if requested in writing by the Contractor with good cause shown, but any such extension to be effective shall be in writing.

The Principal Representative shall respond in writing, with a copy to the Architect/Engineer, within a reasonable time, and except where a request for facilitation of negotiation has been made as hereafter provided, in no case later than seven (7) business days (or at such other time as the Contractor and Principal Representative agree) after receipt of the Contractor's Notice of claim regarding such instructions or alleged act or omission. If no response to the Contractor's claim is received within seven (7) business days of Contractor's Notice (or at such other time as the Contractor and Principal Representative agree) and the instructions have not been retracted, it shall be deemed that the Principal Representative has denied the claim.

The Principal Representative may grant or deny the claim in whole or in part, and a Change Order shall be issued if the claim is granted. To the extent any portion of claim is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. Except in the case of a deemed denial, the Principal Representative shall provide a written explanation regarding any portion of the Contractor's claim that is denied.

If the Contractor disagrees with the Principal Representative's judgment and determination on the claim and seeks an equitable adjustment of the Contract sum or time for performance, he or she shall give Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy within ten (10) days of receipt of the Principal Representative's decision denying the claim. A "contract controversy," as such term is used in the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall not arise until the initial claim process described above in this Article 36 has been properly exhausted by the Contractor. The Contractor's failure to proceed with Work directed by the Architect/Engineer or to exhaust the claim process provided above in this Article 36, shall constitute an abandonment of the claim by the Contractor and a waiver of the right to contest the decision in any forum.

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At the time of filing the Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy, the Contractor may request that the Principal Representative defer a decision on the contract controversy until a later date or until the end of the Project. If the Principal Representative agrees, he or she shall so advise the Contractor in writing. If no such request is made, or if the Principal Representative does not agree to such a request, the Principal Representative shall render a written decision within twenty (20) business days and advise the Contractor of the reasons for any denial. Unless the claim has been decided by the Principal Representative (as opposed to delegates of the Principal Representative), the person who renders the decision on this statutory contract controversy shall not be the same person who decided the claim. To the extent any portion of the contract controversy is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. In the event of a denial the Principal Representative shall give Notice to the Contractor of his or her right to administrative and judicial reviews as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education. If no decision regarding the contract controversy is issued within twenty (20) business days of the Contractor's giving Notice (or such other date as the Contractor and Principal Representative have agreed), and the instructions have not been retracted or the alleged act or omission have not been corrected, it shall be deemed that the Principal Representative has ruled by denial on the contract controversy. Except in the case of a deemed denial, the Principal Representative shall provide an explanation regarding any portion of the contract controversy that involves denial of the Contractor's claim.

Either the Contractor or the Principal Representative may request facilitation of negotiations concerning the claim or the contract controversy, and if requested, the parties shall consult and negotiate before the Principal Representative decides the issue. Any request for facilitation by the Contractor shall be made at the time of the giving of Notice of the claim or Notice of the contract controversy. Facilitation shall extend the time for the Principal Representative to respond by commencing the applicable period at the completion of the facilitated negotiation, which shall be the last day of the parties' meeting, unless otherwise agreed in writing.

Disagreement with the decision of the Architect Engineer, or the decision of the Principal Representative to deny any claim or denying the contract controversy, shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance. During the period that any claim or contract controversy decision is pending under this Article 36, Claims, the Contractor shall proceed diligently with the Work directed.

In all cases where the Contractor proceeds with the Work and seeks equitable adjustment by filing a claim and or statutory appeal, the Contractor shall keep a correct account of the extra cost, in accordance with Article 35B, Detailed Breakdown supported by receipts. The Principal Representative shall be entitled to reject any claim or contract controversy whenever the foregoing procedures are not followed and such accounts and receipts are not presented.

The payments to the Contractor in respect of such extra costs shall be limited to reimbursement for the current additional expenditure by the Contractor made necessary by the change in the Work, plus a reasonable amount for overhead and profit, determined in accordance with Article 35B, Detailed Breakdown, determined solely with reference to the additional Work, if any, required by the change.

# ARTICLE 37. DIFFERING SITE CONDITIONS

# A. NOTICE IN WRITING

The Contractor shall promptly, and where possible before conditions are disturbed, give the Architect/Engineer and the Principal Representative Notice in writing of:

- 1. subsurface or latent physical conditions at the site differing materially from those indicated in or reasonably assumed from the information provided in the Contract Documents; and,
- 2. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Architect/Engineer shall promptly investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor 's costs of performance of

any part of the Work required by the Contract Documents, whether or not such Work is changed as a result of such conditions, an equitable adjustment shall be made and the Contract sum shall be modified in accordance with Article 35, Changes in the Work.

If the time required for completion of the Work affected by such materially differing conditions will extend the Work on the critical path as indicated on the CPM schedule, the time for completion shall also be equitably adjusted.

#### B. LIMITATIONS

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the Notice required in Article 37A, Notice in Writing, above. The time prescribed for presentation and adjustment in Articles 36, Claims and 38, Delays and Extensions of Time, shall be reasonably extended by the State to the extent required by the nature of the differing conditions; provided, however, that even when so extended no claim by the Contractor for an equitable adjustment hereunder shall be allowed if not quantified and presented prior to the date the Contractor requests a final inspection pursuant to Article 41A, Notice Of Completion.

# ARTICLE 38. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the State of Colorado or the Architect/Engineer, or of any employee or agent of either, or by any separately employed Contractor or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Contractor's control, including weather delays as defined below, the time of Completion of the Work shall be extended for a period equal to such portion of the period of delays directly affecting the completion of the Work as the Contractor shall be able to show he or she could not have avoided by the exercise of due diligence.

The Contractor shall provide Notice in writing to the Architect/Engineer, the Principal Representative and State Buildings Program within three (3) business days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) business days after the period of such delay has ceased, otherwise, any claim for an extension of time is waived.

Provided that the Contractor has submitted reasonable schedules for approval when required by Article 12, Requests for Information and Schedules, if no schedule is agreed to fixing the dates on which the responses to requests for information or detail drawings will be needed, or Shop Drawings, Product Data or Samples are to be reviewed as required or allowed by Article 12B, Schedules, no extension of time will be allowed for the Architect/ Engineer's failure to furnish such detail drawings as needed, or for the failure to initially review Shop Drawings, Product Data or Samples, except in respect of that part of any delay in furnishing detail drawings or instructions extending beyond a reasonable period after written demand for such detailed drawings or instructions is received by the Architect/Engineer. In any event, any claim for an extension of time for such cause will be recognized only to the extent of delay directly caused by failure to furnish detail drawings or instructions or to review Shop Drawings, Product Data or Samples pursuant to schedule, after such demand.

All claims for extension of time due to a delay claimed to arise or result from ordered changes in the scope of the Work, or due to instructions claimed to increase the scope of the Work, shall be presented to the Architect/Engineer, the Principal Representative and State Buildings Program as part of a claim for extra cost, if any, in accordance with Article 36, Claims, and in accordance with the Change Order procedures required by Article 35, Changes in The Work.

Except as otherwise provided in this paragraph, no extension of time shall be granted when the Contractor has failed to utilize a CPM schedule or otherwise identify the Project's critical path as specified in Article 12, Requests for Information and Schedules, or has elected not to do so when allowed by the Supplementary General Conditions or the Specifications to use less sophisticated scheduling tools, or has failed to maintain such a schedule. Delay directly affecting the completion of the Work shall result in an extension of time only to the extent that completion of the Work was affected by impacts to the critical path shown on Contractor's CPM schedule. Where the circumstances make it indisputable in the opinion of the Architect/Engineer that

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the delay affected the completion of the Work so directly that the additional notice of the schedule impact by reference to a CPM schedule was unnecessary, a reasonable extension of time may be granted.

Extension of the time for completion of the Work will be granted for delays due to weather conditions only when the Contractor demonstrates that such conditions were more severe and extended than those reflected by the ten-year average for the month, as evidenced by the Climatological Data, U. S. Department of Commerce, for the Project area.

Extensions of the time for completion of the Work due to weather will be granted on the basis of one and three tenths (1.3) calendar days for every day that the Contractor would have Worked but was unable to Work, with each separate extension figured to the nearest whole calendar day.

For weather delays and delays caused by events, acts or omissions not within the control of the Principal Representative or any person acting on the Principal Representative's behalf, the Contractor shall be entitled to an extension of time only and shall not be entitled to recovery of additional cost due to or resulting from such delays. This Article does not, however, preclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

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

The Contractor and Principal Representative agree to designate one or more mutually acceptable persons willing and able to facilitate negotiations and communications for the resolution of conflicts, disagreements or disputes between them at the specific request of either party with regard to any Project decision of either of them or any decision of the Architect/Engineer. The designation of such person(s) shall not carry any obligation to use their services except that each party agrees that if the other party requests the intervention of such person(s) with respect to any such conflict, dispute or disagreement, the non-requesting party shall participate in good faith attempts to negotiate a resolution of the issue in dispute. If the parties cannot agree on a mutually acceptable person to serve in this capacity one shall be so appointed; provided, however, that either party may request the director of State Buildings Program to appoint such a person, who, if appointed, shall be accepted for this purpose by both the Contractor and the Principal Representative.

The cost, if any, of the facilitative services of the person(s) so designated shall be shared if the parties so agree in any partnering plan; or in the absence of agreement the cost shall be borne by the party requesting the facilitation of negotiation.

Any dispute, claim, question or disagreement arising from or relating to the Contract or an alleged breach of the Contract may be subject to a request by either party for facilitated negotiation subject to the limitations hereafter listed, and the parties shall participate by consultation and negotiation with each other, as guided by the facilitator and with recognition of their mutual interests, in an attempt to reach an equitable solution satisfactory to both parties.

The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected Work and to the extent not more particularly described or limited elsewhere, each party's obligations shall be as follows:

- 1. a party shall not initiate communication with the facilitator regarding the issues in dispute; except that any request for facilitation shall be made in writing with copies sent, faxed or delivered to the other party:
- 2. a party shall prepare a brief written description of its position if so requested by the facilitator (who may elect to first discuss the parties' positions with each party separately in the interest of time and expense);
- 3. a party shall respond to any reasonable request for copies of documents requested by the facilitator, but such requests, if voluminous, may consist of an offer to allow the facilitator access to the parties' documents;
- 4. a party shall review any meeting agenda proposed by a facilitator and endeavor to be informed on the subjects to be discussed;

- 5. a party shall meet with the other party and the facilitator at a mutually acceptable place and time, or, if none can be agreed to, at the time and place designated by the facilitator for a period not to exceed four hours unless the parties agree to a longer period;
- 6. a party shall endeavor to assure that any facilitation meeting shall be attended by any other persons in their employ that the facilitator requests be present, if reasonably available, including the Architect/Engineer;
- 7. each party shall participate in such facilitated face-to-face negotiations of the issues in dispute through persons fully authorized to resolve the issue in dispute;
- 8. each party shall be obligated to participate in negotiations requested by the other party and to perform the specific obligations described in paragraphs (1) through (10) this Article 39, Facilitated Negotiation, no more than three times during the course of the Project;
- 9. neither party shall be under any obligation to resolve any issue by facilitated negotiation, but each agrees to participate in good faith and the Principal Representative shall direct the Architect/Engineer to appropriately document any resolution or agreement reached and to execute any Amendment or Change Order to the Contract necessary to implement their agreement; and,
- 10. any discussions and documents prepared exclusively for use in the negotiations shall be deemed to be matters pertaining to settlement negotiations and shall not be subsequently available in further proceedings except to the extent of any documented agreement.

In accordance with State Fiscal Rules and Article 52F, Choice of Law; No Arbitration, nothing in this Article 39 shall be deemed to call for arbitration or otherwise obligate the State to participate in any form of binding alternative dispute resolution.

A partnering plan developed as described in Article 2D, Communications and Cooperation, may modify or expand the requirements of this Article but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small projects estimated to be valued under \$500,000, the requirements of this Article may be deleted from this Contract, by modification in Article 7 (Contractor's Agreement SC-6.21), Optional Provisions and Elections. When so modified, the references to the parties' right to elect facilitated negotiation elsewhere in these General Conditions shall be deleted.

# ARTICLE 40. RIGHT OF OCCUPANCY

The Principal Representative shall have the right to take possession of and to use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and the Contractor shall fully cooperate with the Principal Representative to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the Work.

Prior to any occupancy of the Project, an inspection shall be made by the Principal Representative, State Buildings Program and the Contractor. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Contractor shall assist the Principal Representative in completing and executing State Form SBP-01, Approval of Occupancy/Use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

# ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

#### A. NOTICE OF COMPLETION

When the Work, or a discrete physical portion of the Work (as hereafter described) which the Principal Representative has agreed to accept separately, is substantially complete and ready for final inspection, the Contractor shall file a written Notice with the Architect/Engineer that the Work, or such discrete physical portion, in the opinion of the Contractor, is substantially complete under the terms of the Contract. The Contractor shall prepare and submit with such Notice a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the

Architect/Engineer or the Principal Representative shall determine after inspection. If the Architect/Engineer or the Principal Representative believe that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items of Work to be corrected or completed, will prevent a determination that the Work is substantially complete, those items shall be completed by the Contractor and the Notice shall then be resubmitted.

#### B. FINAL INSPECTION

Within ten (10) days after the Contractor files written Notice that the Work is substantially complete, the Architect/Engineer, the Principal Representative, and the Contractor shall make a "final inspection" of the Project to determine whether the Work is substantially complete and has been completed in accordance with the Contract Documents. State Buildings Program shall be notified of the inspection not less than three (3) business days in advance of the inspection. The Contractor shall provide the Principal Representative and the Architect/Engineer an updated punch list in sufficient detail to fully outline the following:

- 1. Work to be completed, if any; and
- 2. Work not in compliance with the Drawings or Specifications, if any.

A final punch list shall be made by the Architect/Engineer in sufficient detail to fully outline to the Contractor:

- 1. Work to be completed, if any;
- 2. Work not in compliance with the Drawings or Specifications, if any; and
- 3. unsatisfactory Work for any reason, if any.

The required number of copies of the final punch list will be countersigned by the authorized representative of the Principal Representative and will then be transmitted by the Architect/Engineer to the Contractor, the Principal Representative, and State Buildings Program. The Architect/Engineer's final punch list shall control over the Contractor's preliminary punch list.

# C. NOTICE OF SUBSTANTIAL COMPLETION

Notice of Substantial Completion shall establish the date of substantial completion of the Project. The Contractor acknowledges and agrees that because the departments, agencies and institutions of the State of Colorado are generally involved with the business of the public at large, greater care must be taken in establishing the date of substantial completion than might otherwise be the case to ensure that a project or building or discrete physical portion of the Work is fully usable and safe for public use, and that such care necessarily raises the standard by which the concept of substantial completion is applied for a public building.

The Notice of Substantial Completion shall not be issued until the following have been fully established:

- 1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;
- 2. All required corrections noted on the Building Inspection Record shall have been completed unless the Architect/Engineer, the Principal Representative and State Buildings Program, in their complete and absolute discretion, all concur that the condition requiring the remaining correction is not in any way life threatening, does not otherwise endanger persons or property, and does not result in any undue inconvenience or hardship to the Principal Representative or the public;
- 3. The building, structure or Project can be fully and comfortably used by the Principal Representative and the public without undue interference by the Contractor's employees and Workers during the completion of the final punch list taking into consideration the nature of the public uses intended and taking into consideration any stage or level of completion of HVAC system commissioning or other system testing required by the Specifications to be completed prior to issuance of the Notice of Substantial Completion;

- 4. The Project has been fully cleaned as required by these General Conditions, and as required by any stricter requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and
- The Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21), the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor's proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

Substantial completion of the entire Project shall not be conclusively established by a decision by the Principal Representative to take possession and use of a portion, or all of the Project, where portions of the Project cannot meet all the criteria noted above. Notice of Substantial Completion for the entire Project shall, however, only be withheld for substantial reasons when the Principal Representative has taken possession and uses all of the Project in accordance with the terms of Article 40, Right of Occupancy. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Substantial Completion.

The Contractor shall have the right to request a final inspection of any discrete physical portion of the Project when in the opinion of the Principal Representative, The Architect/Engineer and State Buildings Program a final punch list can be reasonably prepared, without confusion as to which portions of the Project are referred to in any subsequent Notice of Partial Final Settlement which might be issued after such portion is finally accepted. Discrete physical portions of the Project may be, but shall not necessarily be limited to, such portions of the Project as separate buildings where a Project consists of multiple buildings. Similarly, an addition to an existing building where the Project also calls for renovation or remodeling of the existing building may constitute a discrete physical portion of the Project. In such circumstances, when in the opinion of the Principal Representative, the Architect/Engineer and State Buildings Program, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the discrete portion of the Project, a partial Notice of Substantial Completion may be issued for such discrete physical portion of the Project.

# D. NOTICE OF ACCEPTANCE

The Notice of Acceptance shall establish the completion date of the Project. It shall not be authorized until the Contractor shall have performed all of the Work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).

Where partial Notices of Substantial Completion have been issued, partial Notices of Final Acceptance may be similarly issued when appropriate for that portion of the Work. Partial Notice of Final Acceptance may also be issued to exclude the Work described in Change Orders executed during late stages of the Project where a later completion date for the Change Ordered Work is expressly provided for in the Contract as amended by the Change Order, provided the Work can be adequately described to allow partial advertisement of any Notice of Partial Final Settlement to be issued without confusion as to the Work included for which final payment will be made.

#### E. SETTLEMENT

Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Principal Representative shall not authorize final payment until all items on the Pre-Acceptance check list (SBP-05) have been completed, the Notice of Acceptance issued, and the Notice of Contractors Settlement published. If the Work shall be substantially completed, but Final Acceptance and completion thereof shall be prevented through delay in correction of minor defects, or unavailability of materials or other causes beyond the control of the Contractor, the Principal

Representative in his or her discretion may release all amounts due to the Contractor except such amounts as may be in excess of three times the cost of completing the unfinished Work or the cost of correcting the defective Work, as estimated by the Architect/Engineer and approved by State Buildings Program. Before the Principal Representative may issue the Notice of Contractor's Settlement and advertise the Project for final payment, the Contractor shall have corrected all items on the punch list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have:

- 1. Delivered to the Principal Representative:
  - a. All guarantees and warranties;
  - b. All statements to support local sales tax refunds, if any;
  - c. Required operating maintenance instructions as per the Principal Representative; and,
  - One (1) set of hard copy as-built Contract Documents, and one (1) electronic copy showing all job changes.
- 2. Demonstrated to the operating personnel of the Principal Representative the proper operation and maintenance of all equipment.
- 3. Delivered to the State of Colorado Department of Personnel & Administration in accordance with the Colorado Procurement Code or the applicable procurement code for institutions of higher education:
  - a. A written disclosure of the five most costly goods incorporated into the project, including iron, steel, or related manufactured goods and the total cost and country of origin of those five goods and whether the project was subject to any existing domestic content preferences.

Upon completion of the foregoing the Project shall be advertised in accordance with the Notice of Contractor's Settlement by two publications of Notice, the last publication appearing at least ten (10) days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Project or the Contractor from Subcontractors, suppliers or materialmen based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice to the Architect/Engineer that no claims have been filed, and further provided the Principal Representative shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Principal Representative and the State Controller shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to compete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Contractor's Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a Notice of such action at law shall have been filed with the Principal Representative and the State Controller. At the expiration of the ninety (90) day period, the Principal Representative shall authorize the State Controller to release to the Contractor all other money not the subject of such action at law or withheld based on the cost to compete unfinished Work or the cost to repair defective Work.

Notices of Partial Final Settlement may be similarly advertised, provided all conditions precedent have been satisfied as though that portion of the Work affected stood alone, a Notice of Partial Acceptance

has been issued, and the consent of surety to the partial final settlement has been obtained in writing. Thereafter, partial final payments may be made to the Contractor subject to the same conditions regarding unpaid claims.

# ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE

The Contractor warrants that the materials used and the equipment furnished shall be new and of good quality unless specified to the contrary. The Contractor further warrants that the Work shall, in all respects, be free from material defects not permitted by the Specifications and shall be in accordance with the requirements of the Contract Documents. Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects or faulty materials or Workmanship. The Contractor shall be responsible to the Principal Representative for such warranties for the longest period permitted by any applicable statute of limitations.

In addition to these general warranties, and without limitation of these general warranties, for a period of one year after the date of any Notice of Substantial Completion, or any Notice of Partial Substantial Completion if applicable, the Contractor shall remedy defects, and faulty Workmanship or materials, and Work not in accordance with the Contract Documents which was not accepted at the time of the Notice of Final Acceptance, all in accordance with the provisions of Article 44, One-Year Guarantee And Special Guarantees And Warranties.

# ARTICLE 43. LIENS

Colorado statutes do not provide for any right of lien against public buildings. In lieu thereof, C.R.S. § 38-26-107, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public Work in that final payment may not be made to a Contractor until all such creditors have been put on Notice by publication in the public press of such pending payment and given opportunity for a period of up to ninety (90) days to stop payment to the Contractor in the amount of such claims.

# ARTICLE 44. ONE-YEAR GUARANTEE AND SPECIAL GUARANTEES AND WARRANTIES

# A. ONE-YEAR GUARANTEE OF THE WORK

The Contractor shall guarantee to remedy defects and repair or replace the Work for a period of one year from the date of the Notice of Substantial Completion or from the dates of any partial Notices of Substantial Completion issued for discrete physical portions of the Work. The Contractor shall remedy any defects due to faulty materials or Workmanship and shall pay for, repair and replace any damage to other Work resulting there from, which shall appear within a period of one year from the date of such Notice(s) of Substantial Completion. The Contractor shall also remedy any deviation from the requirements of the Contract Documents which shall later be discovered within a period of one year from the date of the Notice of Substantial Completion; provided, however, that the Contractor shall not be required to remedy deviations from the requirements of the Contract Documents where such deviations were obvious, apparent and accepted by the Architect/Engineer or the Principal Representative at the time of the Notice of Final Acceptance. The Principal Representative shall give Notice of observed defects or other Work requiring correction with reasonable promptness. Such Notice shall be in writing to the Architect/Engineer and the Contractor.

The one year guarantee of the Contractor's Work may run separately for discrete physical portions of the Work for which partial Notices of Substantial Completion have been issued, however, it shall run from the last Notice of Substantial Completion with respect to all or any systems common to the Work to which more than one Notice of Substantial Completion may apply.

This one-year guarantee shall not be construed to limit the Contractor's general warranty described in Article 42, General Warranty and Correction of Work After Acceptance, that all materials and equipment are new and of good quality, unless specified to the contrary, and that the Work shall in all respects be free from material defects not permitted by the Specifications and in accordance with the requirements of the Contract Documents.

# B. SPECIAL GUARANTEES AND WARRANTIES

In case of Work performed for which product, manufacturers or other special warranties are required by the Specifications, the Contractor shall secure the required warranties and deliver copies thereof to the Principal Representative through the Architect/Engineer upon completion of the Work.

These product, manufacturers or other special warranties, as such, do not in any way lessen the Contractor's responsibilities under the Contract. Whenever guarantees or warranties are required by the Specifications for a longer period than one year, such longer period shall govern.

# ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

The Architect/Engineer, the Principal Representative and the Contractor together shall make at least two (2) complete inspections of the Work after the Work has been determined to be substantially complete and accepted. One such inspection, the "Six-Month Guarantee Inspection," shall be made approximately six (6) months after date of the Notice of Substantial Completion, unless in the case of smaller projects valued under \$500,000 this inspection is declined in Article 7A (Contractor's Agreement SC-6.21), Modification of Article 45, in which case the inspection to occur at six months shall not be required. Another such inspection, the "Eleven-Month Guaranty Inspection" shall be made approximately eleven (11) months after the date of the Notice of Substantial Completion. The Contractor shall schedule and so notify all parties concerned, and the Principal Representative shall so notify State Buildings Program, of these inspections. If more than one Notice of Substantial Completion has been issued at the reasonable discretion of the Principal Representative separate eleven month inspections may be required where the one year guarantees do not run reasonably concurrent.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, the Principal Representative, State Buildings Program, and all other participants within ten (10) days after the completion of the inspections. The punch list shall itemize all guarantee items, prior punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner satisfactory to the Architect/Engineer, the Principal Representative and State Buildings Program.

If the Contractor fails to promptly correct all deficiencies and defects shown by this report, the Principal Representative may do so, after giving the Contractor ten (10) days written Notice of intention to do so.

The State of Colorado, acting by and through the Principal Representative, shall be entitled to collect from the Contractor all costs and expenses incurred by it in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects.

# ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Agreement, and it is understood and agreed that the Work embraced in this Contract shall be commenced at the time specified in the Notice to Proceed (SC-6.26).

It is further agreed that time is of the essence of each and every portion of this Contract, and of any portion of the Work described on the Drawings or Specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever. The parties further agree that where under the Contract additional time is allowed for the completion of the Work or any identified portion of the Work, the new time limit or limits fixed by such extension of the time for completion shall be of the essence of this Agreement.

The Contractor acknowledges that subject to any limitations in the Advertisement for Bids, issued for the Project, the Contractor's bid is consistent with and considers the number of days to substantially complete the Project and the number of days to finally complete the Project to which the parties may have stipulated in the Agreement, which stipulation was based on the Contractor's bid. The Contractor agrees that Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the Project will be

substantially complete, and fully and finally complete, as recognized by the issuance of all required Notices of Substantial Completion and Notices of Final Acceptance, within any times stipulated and specified in the Agreement, as the same may be amended by Change Order or other written modification, and that the Principal Representative will be damaged if the times of completion are delayed.

It is expressly understood and agreed, by and between the parties hereto, that the times for the Substantial Completion of the Work or for the final acceptance of the Work as may be stipulated in the Agreement, and as applied here and in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21), Modifications of Article 46, are reasonable times for these stages of completion of the Work, taking into such consideration all factors, including the average climatic range and usual industrial conditions prevailing in the locality of the building operations.

If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Contract and the State of Colorado, acting by and through the Principal Representative, shall be entitled to liquidated damages for such neglect, failure or refusal, as specified in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46.

The Contractor and the Contractor's Surety shall be jointly liable for and shall pay the Principal Representative, or the Principal Representative may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the entire Project is 1) substantially completed, and the Notice (or all Notices) of Substantial Completion are issued, 2) finally complete and accepted and the Notice (or all Notices) of Acceptance are issued, or 3) both. Delay in substantial completion shall be measured from the Date of the Notice to Proceed and delay in final completion and acceptance shall be measured from the Date of the Notice of Substantial Completion.

In the first instance, specified in Article 7.6.1 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified therein, for each calendar day of delay beginning after the stipulated number of days for Substantial Completion from the date of the Notice to Proceed, until the date of the Notice of Substantial Completion. Unless otherwise specified in any Supplementary General Conditions, in the event of any partial Notice of Substantial Completion, liquidated damages shall accrue until all required Notices of Substantial Completion are issued.

In the second instance, specified in Article 7.6.2 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified in Article 7.6.2 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, for each calendar day in excess of the number of calendar days specified in the Contractor's bid for the Project and stipulated in the Agreement to finally complete the Project (as defined by the issuance of the Notice of Acceptance) after the final Notice of Substantial Completion has been issued.

In the third instance, when so specified in both Articles 7.6.1 and 7.6.2 of the Contractor's Agreement SC-6.21, both types of liquidated damages shall be separately assessed where those delays have occurred.

The parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Contract was formed; the liquidated damages in the first instance representing an estimate of damages due to the inability to use the Project; the liquidated damages in the second instance representing an estimate of damages due to the additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period including delivery of any or all guarantees and warranties, the submittals of sales and use tax payment forms, the calling for the final inspection and the completion of the final punch list.

The parties also agree and understand that the liquidated damages to be assessed in each instance are separate and distinct, although potentially cumulative, damages for the separate and distinct breaches of delayed substantial completion or final acceptance. Such liquidated damages shall not be avoided by virtue of the fact of concurrent delay caused by the Principal Representative, or anyone acting on behalf of the

Principal Representative, but in such event the period of delay for which liquidated damages are assessed shall be equitably adjusted in accordance with Article 38. Delays and Extensions Of Time.

#### ARTICLE 47. DAMAGES

If either party to this Contract shall suffer damage under this Contract in any manner because of any wrongful act or neglect of the other party or of anyone employed by either of them, then the party suffering damage shall be reimbursed by the other party for such damage. Except to the extent of damages liquidated for the Contractor's failure to achieve timely completion as set forth in Article 46, Time of Completion and Liquidated Damages, the Principal Representative shall be responsible for, and at his or her option may insure against, loss of use of any existing property not included in the Work, due to fire or otherwise, however caused. Notwithstanding the foregoing, or any other provision of this Contract, to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-101-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et seq., CRS, as now or hereafter amended.

Notice of intent to file a claim under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except that in the case of claims by the Principal Representative involving warranties against faulty Work or materials Notice shall be required only to the extent stipulated elsewhere in these General Conditions. Claims made to the Principal Representative involving extra cost or extra time arising by virtue of instructions to the Contractor to which Article 36, Claims, applies shall be made in accordance with Article 36. Other claims arising under the Contract involving extra cost or extra time which are made to the Principal Representative under this clause shall also be made in accordance with the procedures of Article 36, whether or not arising by virtue of instructions to the Contractor; provided however that it shall not be necessary to first obtain or request a written judgment of the Architect/Engineer.

Provided written Notice of intent to file a claim is provided as required in the preceding paragraph, nothing in this Article shall limit or restrict the rights of either party to bring an action at law or to seek other relief to which either party may be entitled, including consequential damages, if any, and shall not be construed to limit the time during which any action might be brought. Nothing in these General Conditions shall be deemed to limit the period of time during which any action may be brought as a matter of contract, tort, warranty or otherwise, it being the intent of the parties to allow any and all actions at law or in equity for such periods as the law permits. All such rights shall, however be subject to the obligation to assert claims and to appeal denials pursuant to Article 36, Claims, where applicable.

# ARTICLE 48. STATE'S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES

#### A. STATE'S RIGHT TO DO THE WORK

If after receipt of Notice to do so, the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, the Principal Representative, after a second seven (7) days' advance written Notice to the Contractor and the Surety may, without prejudice to any other remedy the Principal Representative may have, take control of all or a portion of the Work, as the Principal Representative deems necessary and make good such deficiencies deducting the cost thereof from the payment then or thereafter due the Contractor, as provided in Article 30, Correction Of Work Before Acceptance and Article 33, Payments Withheld, provided, however, that the Architect/Engineer shall approve the amount charged to the Contractor by approval of the Change Order.

# B. TEMPORARY SUSPENSION OF WORK

The State, acting for itself or by and through the Architect/Engineer, shall have the authority to suspend the Work, either wholly or in part, for such period or periods as may be deemed necessary due to:

1. Unsuitable weather;

- 2. Faulty Workmanship;
- 3. Improper superintendence or project management;
- 4. Contractor's failure to carry out orders or to perform any provision of the Contract Documents;
- 5: Loss of, or restrictions to, appropriations;
- Conditions, which may be considered unfavorable for the prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store materials in such manner that they will not become an obstruction or become damaged in any way; and he or she shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage and erect temporary structures where necessary.

Notice of suspension of Work shall be provided to the Contractor in writing stating the reasons therefore. The Contractor shall again proceed with the Work when so notified in writing.

The Contractor understands and agrees that the State of Colorado cannot predict with certainty future revenues and could ultimately lack the revenue to fund the appropriations applicable to this Contract. The Contractor further acknowledges and agrees that in such event that State may, upon Notice to the Contractor, suspend the Work in anticipation of a termination of the Contract for the convenience of the State, pursuant to Article 50, Termination for Convenience of State. If the Contract is not so terminated the Contract sum and the Contract time shall be equitably adjusted at the time the Principal Representative directs the Work to be recommenced and gives Notice that the revenue to fund the appropriation is available.

# C. DELAY DAMAGES

The Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of any claim for extra costs, extra compensation or damages occasioned by hindrances or delays encountered in the Work only when and to the limited extent that such hindrance or delay is caused by an act or omission within the control of the Principal Representative, the Architect/Engineer or other persons or entities acting on behalf of the Principal Representative. Further, the Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of such a claim only if the Contractor has provided required Notice of the delay or impact, or has presented its claim for an extension of time or claim of other delay or other impact due to changes ordered in the Work before proceeding with the changed Work. Except as otherwise provided, claims for extension of time shall be Noticed and filed in accordance with Article 38, Delays and Extensions of Time, within three (3) business days of the beginning of the delay with any claim filed within seven (7) days after the delay has ceased, or such claim is waived. Claims for extension of time or for other delay or other impact resulting from changes ordered in the Work shall be presented and adjusted as provided in Article 35, Changes in the Work.

# ARTICLE 49. STATE'S RIGHTS TO TERMINATE CONTRACT

# A. GENERAL

If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed to take over his affairs, or if he or she should fail to prosecute his or her Work with due diligence and carry the Work forward in accordance with the construction schedule and the time limits set forth in the Contract Documents, or if he or she should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by him, the Principal Representative may serve written Notice on the Contractor and the Surety on performance and payment bonds, stating his or her intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases his or her right to exercise such remedy.

In such event, unless the matter complained of is satisfactorily cleared within ten (10) days after delivery of such Notice, the Principal Representative may, without prejudice to any other right or remedy, exercise one of such remedies at once, having first obtained the concurrence of the Architect/Engineer in writing that sufficient cause exists to justify such action.

# B. CONDITIONS AND PROCEDURES

- 1. The Principal Representative may terminate the services of the Contractor, which termination shall take effect immediately upon service of Notice thereof on the Contractor and his or her Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of his or her service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes over the Work and if the unpaid balance of the contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the Contractor, such excess shall be paid to the Contractor. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Contractor and his or her Surety shall pay the difference to the Principal Representative.
- 2. The Principal Representative may require the Surety on the Contractor 's bond to take control of the Work and see to it that all the deficiencies of the Contractor are made good, with due diligence within ten (10) days of delivery of Notice to the Surety to do so. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the Work, either by election upon termination of the services of the Contractor pursuant to Section B(1) of this Article 49, State's Right To Terminate Contract, or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern the Work to be done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work, the times of completion and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of all or a portion of the Work.
- 3. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Contractor, or the Surety if the Surety has been substituted for the Contractor, with or without terminating the Contract, employing such additional help as the Principal Representative deems advisable in accordance with the provisions of Article 48A, State's Right to Do the Work; Temporary Suspension of Work; Delay Damages. In such event, the Principal Representative shall be entitled to collect from the Contractor and his or her Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor. If the Contract is not terminated, a Change Order to the Contract shall be executed, unilaterally if necessary, in accordance with the procedures of Article 35, Changes in The Work.

# C. ADDITIONAL CONDITIONS

If any termination by the Principal Representative for cause is later determined to have been improper, the termination shall be automatically converted to and deemed to be a termination by the Principal Representative for convenience and the Contractor shall be limited in recovery to the compensation provided for in Article 50, Termination for Convenience of State. Termination by the Contractor shall not be subject to such conversion.

#### ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

# A. NOTICE OF TERMINATION

The performance of Work under this Contract may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall determine that such termination is in the best interest of State. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of such termination specifying the extent to which the performance of Work under the Contract is terminated and the date upon which such termination becomes effective.

# B. PROCEDURES

After receipt of the Notice of termination, the Contractor shall, to the extent appropriate to the termination, cancel outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of all applicable outstanding commitments covering personal performance of any Work terminated by the Notice. With respect to such canceled commitments, the Contractor agrees to:

- 1. settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, to the extent he or she may require, which approval or ratification shall be final for all purposes of this clause; and,
- 2. assign to the State, in the manner, at the time, and to the extent directed by the Principal Representative, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

The Contractor shall submit his or her termination claim to the Principal Representative promptly after receipt of a Notice of termination, but in no event later than three (3) months from the effective date thereof, unless one or more extensions in writing are granted by the Principal Representative upon written request of the Contractor within such three-month period or authorized extension thereof. Upon failure of the Contractor to submit his or her termination claim within the time allowed, the Principal Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

Costs claimed, agreed to, or determined pursuant to the preceding and following paragraph shall be in accordance with the provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

Subject to the preceding provisions, the Contractor and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he or she is unable to cancel; provided, however, that in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to other activities and operations. Any such agreement shall be embodied in an Amendment to this Contract and the Contractor shall be paid the agreed amount.

The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.

The Contractor agrees to transfer title and deliver to the State, in the manner, at the time, and to the extent, if any, directed by the Principal Representative, such information and items which, if the Contract had been completed, would have been required to be furnished to the State, including:

- a. completed or partially completed plans, Drawings and information; and,
- b. materials or equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice.

Other than the above, any termination inventory resulting from the termination of the Contract may, with written approval of the Principal Representative, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Principal Representative. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the State

to the Contractor under this Contract or shall otherwise be credited to the price or cost of Work covered by this Contract or paid in such other manners as the Principal Representative may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Principal Representative may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

Any disputes as to questions of fact, which may arise hereunder, shall be subject to the Remedies provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

# ARTICLE 51. CONTRACTOR'S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT

If the Work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of any one employed by him, then the Contractor may on seven (7) days' written Notice to the Principal Representative and the Architect/Engineer stop Work or terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained on any plant or material, and a reasonable profit only for the Work completed. If the Architect/Engineer shall fail to issue or otherwise act in writing upon any certificate for payment within ten (10) days after it is presented and received by the Architect/Engineer, as provided in Article 31, Applications For Payments, or if the Principal Representative shall fail to pay the Contractor any sum certified that is not disputed in whole or in part by the Principal Representative in writing to the Contractor and the Architect/Engineer within thirty (30) days after the Architect/Engineer's certification, then the Contractor may on ten (10) days' written Notice to the Principal Representative and the Architect/Engineer stop Work and/or give written Notice of intention to terminate this Contract.

If the Principal Representative shall thereafter fail to pay the Contractor any amount certified by the Architect/Engineer and not disputed in writing by the Principal Representative within ten (10) days after receipt of such Notice, then the Contractor may terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained upon any plant or materials, and a reasonable profit only for the Work completed. The Principal Representative's right to dispute an amount certified by the Architect/Engineer shall not relieve the Principal Representative of the obligation to pay amounts not in dispute as certified by the Architect/Engineer.

# ARTICLE 52. SPECIAL PROVISIONS

A. CONTROLLER'S APPROVAL C.R.S. § 24-30-202(1)

This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

# B. FUND AVAILABILITY C.R.S. § 24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

#### C. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

#### D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation** 

benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

#### E. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

# F. CHOICE OF LAW, JURISDICTION, AND VENUE

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

# G. PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of C.R.S. §24-106-109. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

# H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST C.R.S. § 24-18-201 & C.R.S. § 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS C.R.S. § 24-30-202(1) & C.R.S. § 24-30-202.4 The State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State Agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by

deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

# K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101.

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract. through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State Agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S.§ 8-17.5-101 et seg., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

# L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and (c) has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

# ARTICLE 53. MISCELLANEOUS PROVISIONS

# A. CONSTRUCTION OF LANGUAGE

The language used in these General Conditions shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in Article 2C, Intent of Documents.

#### B. SEVERABILITY

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

# C. SECTION HEADINGS

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

#### D. AUTHORITY

Each person executing the Agreement and its Exhibits in a representative capacity expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Agreement and has authority to bind said party to the terms and conditions hereof.

# E. INTEGRATION OF UNDERSTANDING

This Contract is intended as the complete integration of all understandings between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Change Order or Amendment to this Contract.

# F. NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

#### G. WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

# H. INDEMNIFICATION

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

#### I. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this shall apply. Contractor agrees to be governed by and comply with the Colorado Procurement Code or the applicable procurement code for institutions of higher education, regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

# J. CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under the Colorado Procurement Code or the applicable procurement code for institutions of higher education, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

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# LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

#### SECTION 00 73 00 – CONSTRUCTION PURCHASE ORDER TERMS AND CONDITIONS

# PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CONSTRUCTION PURCHASE ORDER TERMS AND CONDITIONS
  - A. A. The University of Colorado Denver | Anschutz Medical Campus Construction Purchase Order Terms and Conditions apply to Contractors Agreement (D/B/B) (SC-6.21) and General Conditions to the Contract (SC-6.23).
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 73 00



# Facilities Management Construction Purchase Order Terms and Conditions

# 1. Offer/Acceptance

If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by the University. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by the University accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

# 2. Safety Information

All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

# 3. Changes

Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

# 4. Delivery

Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. The University is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to the University's acceptance. If vendor fails to deliver or perform as and when promised, the University in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

# 5. Intellectual Property

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of the University. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable laws, regulations and University policies related to confidential information and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

# 6. Quality

The University shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

# 7. Warranties

All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

# 8. Inspections and Acceptance

Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, the University may exercise all of its rights, including those provided in the CUCC. The University shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, the University may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

#### 9. Cash Discount

The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized University representative.

# 10. Taxes

The University is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II].

# 11. Payment

The University shall pay vendor for all amounts due within 30 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the applicable statutory rate. Interest shall not accrue if a good faith dispute exists as to the University's obligation to pay all or a portion of the amount due. Vendor shall invoice the University separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

#### 12. Vendor Offset

[Not Applicable to Inter-governmental POs] The University may withhold payment as required under the State vendor offset intercept system for debts owed for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS § 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the University.

# 13. Assignment and Successors

Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of the University. This PO shall inure to the benefit of and be binding upon vendor and the University and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to the University.

#### 14. Indemnification

If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless the University from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

# 15. Independent Contractor

Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of the University. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.

# 16. Communication

All communication concerning administration of this PO, prepared by vendor for the University's use, shall be furnished solely to purchasing agent.

# 17. Compliance

Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

#### 18. Insurance

Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by the University's purchasing agent.

# 19. Termination Prior to Shipment

If vendor has not accepted this PO in writing, the University may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

# 20. Termination for Cause

(a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, the University may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by the University in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) The University may withhold amounts due to vendor as the University deems necessary to reimburse the University for excess costs incurred in curing, completing or procuring similar goods and services.(c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, the University determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of the University and vendor shall be the same as if the notice of termination had been issued pursuant to termination under § 21.

#### 21. Termination in Public Interest

The University is entering into this PO for the purpose of carrying out the public policy of the State and University, as determined by the Governor, General Assembly and Courts of the State of Colorado and the University of Colorado Board of Regents. If this PO ceases to further the public policy of the State or University, the University, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of the University's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by Item 20 (Termination for Cause). The University shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the University shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, the University shall pay (e) reasonable settlement expenses. (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. The University's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS § 24-106-101, upon request of the University.

# 22. PO Approval

This PO shall not be valid unless it is executed by purchasing agent. The University shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

# 23. Fund Availability

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The University represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

# 24. Choice of Law

Colorado laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS § 24-109-106, prior to commencing any judicial action against the University.

#### 25. Sensitive Data

To the extent vendors comes in contact with individual personal data owned or otherwise held by the University **including employee**, **student**, **or medical information or records** as a result of performing under this PO ("Data"), vendor agrees to use such Data, if at all, only to the extent required to perform its obligations under this PO, and to abide by the requirements of any federal, state and local laws that address the protection and/or use of such Data.

# 26. Background Checks

Contractor acknowledges that Contractor's activities may involve heightened risks as a result of access or exposure by Contractor's employees or agents to one or more Sensitive Environments. Contractor expressly acknowledges that Contractor shall take all commercially reasonable measures to mitigate any such risks, which measures may include but are not limited to conducting criminal history checks, financial background checks, or reference checks on employees or agents who will have access to one or more Sensitive Environments. For purposes of this provision, Sensitive Environment means any situation where Contractor's employees or agents: (a) are engaged in supervision of or exposure to minors or other vulnerable populations; (b) have access to confidential information, which includes any information protected or restricted by law or University policy or that is expressly identified by the University as confidential information; (c) have access to the University's information technology systems; (d) are engaged in activities that involve unique or specialized risks.

#### 27. Public Contracts for Service

[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO. through participation in the E-Verify Program or the Department program established pursuant to CRS § 8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake preemployment screening of job applicants during performance of this PO, (b) notify subcontractor and the University within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the University a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS § 8-17.5-101

et seq., the University may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

# 28. Public Contracts with Natural Persons

Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS § 24-76.5-101 et seq., and (c) has produced a form of identification required by CRS § 24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

# 29. Governmental Immunity.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

# 30. Employee Financial Interest/Conflict Of Interest. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests

# 31. Federal Flowdown Provisions for Federally Funded Contracts

The University of Colorado has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal contract provisions be made a part of any subsequent Purchase Order issued by the University of Colorado related to furthering the performance or deliverables required under that Agreement.

Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "seller," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "the University." Seller hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the University, as applicable.

The following provisions are from the Federal Acquisition Regulations (FAR), which are <u>available online</u>. (NOTE: These FAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

FAR Citation	Title
52.203-6	Restrictions on Subcontractor Sales to the Government (\$100,000)
52.203-7	Anti-Kickback Procedures except Subparagraph (c)(1) (\$100,000)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (\$100,000)
52.204-2	Security Requirements (applicable if access to classified material is involved) (\$0)
52.215-2	Audit and Records Negotiation (\$100,000)

FAR Citation	Title
52.215-10	Price Reduction for Defective Cost or Pricing Data (\$550,000)
52.215-12	Subcontractor Cost or Pricing Data (\$550,000)
52.215-13	Subcontractor Cost or Pricing Data Modifications (\$550,000)
52.215-14	Integrity of Unit Prices (\$100,000)
52.219-8	Utilization of Small Business Concerns (\$100,000)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plans (Large Businesses) (\$650,000)
52.219-16	Liquidated Damages Subcontracting Plan (\$650,000)
52.222-4	Contract Work Hours and Safety Standards Act Overtime Compensation (\$100,000)
52.222-21	Prohibition of Segregated Facilities (\$10,000)
52.222-26	Equal Opportunity (\$10,000)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (\$25,000)
52.222-36	Affirmative Action for Workers with Disabilities (\$10,000)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (\$25,000)
52.223-2	Clean Air and Water (applicable on orders issued under contracts solicited and issued prior to February 25, 2000)
52.223-6	Drug-Free Workplace (for individuals, \$0; for non-individuals, \$100,000)
52.223-7	Notice of Radioactive Materials (applicable if radioactive materials are involved) (\$0)
52.223-14	Toxic Chemical Release Reporting (\$100,000; N/A for acquisition of commercial items)
52.224-2	Privacy Act (applicable if vendor is supplying design, development, or operation of a system of records on individuals) (\$0)
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act (\$0)
52.225-13	Restrictions on Certain Foreign Purchases (\$2,500)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (\$0)
52.227-1	Authorization and Consent (applicable if in excess of the simplified acquisition threshold)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applicable if in excess of the simplified acquisition threshold)
52.227-10	Filing of Patent Applications Classified Subject Matter (\$0)
52.227-11	Patent Rights Retention by the Contractor (Short Form) (\$0)
52.227-14	Rights in Data - General (\$0)
52.230-5	Cost Accounting Standards Educational Institutions (\$500,000)

FAR Citation	Title
52.230-6	Administration of Cost Accounting Standards (\$500,000)
52.244-6	Subcontract for Commercial Items and Commercial Components (\$0; non-commercial supplies or services)
52.245-5	Government Property (Cost Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (paragraph "g" Limited risk of loss is not applicable) (\$0)
52.247-63	Preference for U.SFlag Air Carriers (\$100,000)
52.247-64	Preference for Privately Owned U.SFlag Commercial Vessels (\$0)

In addition, if federal funds through a contract from an agency of the Department of Defense are involved, the following Department of Defense Federal Acquisition Regulations (DFAR) clauses apply. DFAR clauses are <u>available online</u>.

(NOTE: These DFAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

DFAR Citation	Title
252.203-7001	Prohibition on Persons Convicted of fraud or Other Defense-Contract Related Felonies (not applicable for commercial items) (applicable if at or in excess of the simplified acquisition threshold)
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (applicable if at or in excess of The simplified acquisition threshold) (not applicable for commercial items)
252.227-7013	Rights in Technical Data Noncommercial Items (\$0)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7034	Patents - Subcontracts (\$0, for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization)
252.231-7000	Supplemental Cost Principles (\$0)

In addition, if federal funds through a contract from the National Aeronautic and Space Administration (NASA) are involved, the following NASA Supplemental Federal Acquisition Regulations (FAR) clauses apply. NASA clauses are available online.

(NOTE: These NASA clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

NASA Citation	Title
1852.208-81	Restrictions on Printing and Duplicating, Oct 2001 (\$0)
1852.219-74	Use of Rural Area Small Businesses, Sept 1990 (\$0)
1852.219-75	Small Business Subcontracting Reporting, May 1999 (\$500,000)
1852.223-70	Safety and Health, April 2002 ((1) Amount to \$1,000,000 or more (unless Contracting Officer makes a written determination, after consultation with installation safety and health representatives, that this is not required); (2)

NASA Citation	Title
	Require construction, repair, or alteration in excess of \$25,000; or (3) Regardless of dollar amount, involve the use of hazardous materials or operations.)
1852.227-70	New Technology, May 2002 (\$0, for the performance of experimental, developmental, or research work)
1852.227-71	Designation of New Technology Representative and Patent Representative, July 1997 (\$0)
1852.244-70	Geographic Participation in the Aerospace Program, Apr 1985 (\$100,000)

# 30. Federal Flowdown Provisions for Federally Funded Grants

The University of Colorado has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal grant provisions be made a part of any subsequent Purchase Order issued by the University of Colorado related to furthering the performance or deliverables required under that Agreement.

Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "seller," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "the University." Seller hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the University, as applicable.

Performance by the seller under this Purchase Order constitutes certification that the seller is presently in compliance with, and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.

#### **Equal Employment Opportunity**

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

# Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

# Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

# Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

# **Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

# Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

# Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

# Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and

12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contracts declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

#### Access to Records (OMB Circular A-110, .48(d))

All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcriptions.

#### 31. Security Badging

All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.

#### LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

#### SECTION 00 73 01 – SUPPLEMENTARY GENERAL CONDITIONS (D/B/B)

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 SUPPLEMENTARY GENERAL CONDITIONS
  - A. The University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions apply to Contractors Agreement (D/B/B) (SC-6.21) and General Conditions to the Contract (SC-6.23).
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION 00 73 01

# UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUPPLEMENTARY GENERAL CONDITIONS

For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23)

#### for the Anschutz Medical Campus and Denver Campus

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ARTICLE 25. INSURANCE

ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

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APPENDIX A University of Colorado Denver | Anschutz Medical Campus Tax Information

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#### ARTICLE 25. INSURANCE - Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Denver, University of Colorado Anschutz Medical Campus, CU Denver, CU Anschutz, Principal Representative, are the interchangeable for this replacement of article 25.

For purposes of this supplement "Contractor" as used herein shall mean, as appropriate to the State Contract form being used, Contractor, Standing Order Contractor, Construction Manager/General Contractor, or Design/Build Entity.

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under the Contract are satisfied, the insurance coverages set forth below.

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or subcontractors under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract. The Principal Representative in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

<u>COVERAGES AND LIMITS OF INSURANCE - -</u> Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. <u>Commercial General Liability – ISO CG 0001 or equivalent. Coverage to include:</u>

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
- The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: "The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations".
- Commercial General Liability Completed Operations policies must be kept in effect for up to three

   (3) years after completion of the project. For buildings with a construction cost greater than \$99 million, the Commercial General Liability Completed Operations policies must be kept in effect for up to eight (8) years after the completion of the project.
- An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

SUPPLEMENTARY GENERAL CONDITIONS REV: 08/26/2016

Liability Limits	General Aggregate	Products/Completed Operation Aggregate	Each Occurrence	Personal/Advertising Injury
Primary General Liability	\$2,000,000	\$2,000,000	\$1,000,0000	\$1,000,000
Umbrella or Excess Liability*	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

<sup>\*</sup>Umbrella or Excess Liability does not apply to projects totaling \$500, 000 or under.

#### The following exclusionary endorsements are prohibited in the CGL policy:

- 1. Damage to work performed by subcontract/vendor (CG 22-94 or similar);
- 2. Contractual liability coverage exclusion modifying or deleting the definition of an "insured contract";
- 3. If applicable to the work to be performed: Residential or multi-family;
- 4. If applicable to the work to be performed: Exterior insulation finish systems;
- 5. If applicable to the work to be performed: Subsidence or earth movement.

#### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this contract

#### **Minimum Limits:**

Bodily Injury/Property Damage (Each Accident) \$ 1,000,000

#### 3. Workers Compensation

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)
- a. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers' Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

#### **Minimum Limits:**

Coverage A (Workers' Compensation)	Statutory	
Coverage B (Employers Liability)		
Each accident	\$	100,000
Disease each employee	\$	100,000
Disease policy limit	\$	500,000

#### 4. Contractors Pollution Liability

- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). Policy shall cover the Contractor's completed operations.
- If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

- The policy shall be endorsed to include the following as Additional Insureds: The Regents
  of the University of Colorado, a Body Corporate, named as an additional insured with
  respect to liability and defense of suits arising out of the activities performed by, or on
  behalf of the Construction Manager, including completed operations.
- Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
- Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.

#### Minimum Limits (Projects at or under \$500,000):

Per Loss \$ 1,000,000 Aggregate \$ 1,000,000

#### Minimum Limits (Projects over \$500,000):

Per Loss \$ 2,000,000 Aggregate \$ 2,000,000

#### 5. <u>Professional Liability (Errors and Omissions)</u>

(This Professional Liability requirement applies only to Design/Build Entity SC-8.0 and 9.0.)

The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or
omissions, including design errors of the Contractor for damage sustained by reason of or in the
course of operations under this Contract. The policy/coverages shall be amended to include the
following:

Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."

- In the event that any professional liability insurance required by this Contract is written on a claimsmade basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

Wrongful Act \$2,000,000 General Aggregate \$2,000,000

#### 6. Builder's Risk/ Installation Floater

Unless otherwise provided or instructed by the Principal Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder's Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without optional deductibles. This coverage is required for <a href="new buildings or additions to existing buildings and for materials">new buildings or additions to existing buildings and for materials and equipment to be installed in existing structures.</a>

- Covered Cause of Loss: Special Form
- Include Theft and Vandalism
- Labor costs to repair damaged work

- Shall be written for 100% of the completed value (replacement cost basis)
- Deductible maximum is \$50,000,00
- Waiver of Subrogation is to apply
- The Regents of the University of Colorado, a body corporate, shall be added as Additional Named Insured on Builders Risk.
- 1. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- 2. The Policy shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Principal Representative has insurable interest in the property to be covered, whichever is later.
- 3. The Builder's Risk insurance shall include interests of the Principal Representative, and if applicable, affiliated or associated entities, the General Contractor, subcontractors and sub-tier contractors in the project.
- 4. Builders' Risk Coverage shall be on a **Special** Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable). Other coverages may be required if provided in contract documents.
- 5. The Builders' Risk shall be written for 100% of the completed value (replacement cost basis) of the work being performed. The Builders' Risk shall include the following provisions:
  - a. Replacement Cost Basis including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss
  - b. Modify or delete exclusion pertaining to damage to interior of building caused by an perils insured against are covered; also provide coverage for water damage

Note, if the addition, or renovation is to an existing building, The Principal Representative requires that the Contractor provide as an option to include the existing building into the Builders' Risk Policy. The Principal Representative shall provide the replacement cost value of the existing building

- 6. At the option of the Principal Representative, the Principal Representative may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder's risk policy. The Principal Representative agrees to provide the necessary exposure base information for quotation by the Builder's Risk carrier. The Principal Representative agrees to pay the premium associated with the Soft Costs coverage, the Principal Representative decides to purchase this coverage.
- 7. The Builders' Risk Policy shall specifically permit occupancy of the building during construction. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Principal Representative and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders' Risk Policy. The Builders' Risk Policy shall remain in force until acceptance of the project by the Principal Representative.
- 8. The deductible shall not exceed \$50,000 and shall be the responsibility of the Contractor except for losses such as flood (not water damage), earthquake, windstorm, tsunami, volcano, etc. Losses in excess of \$50,000 insured shall be adjusted in conjunction with the Principal Representative. Any insurance payments/proceeds shall be made payable to the Principal Representative subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their

SUPPLEMENTARY GENERAL CONDITIONS REV: 08/26/2016

just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

The Principal Representative shall have the authority to adjust and settle any losses in excess of \$50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Principal Representative exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

9. The Contractor is responsible for providing 45 days' notice of cancellation to the Principal Representative. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Contractor does not intend to purchase such Builder's Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Principal Representative as stated in writing prior to commencement of the work. The Principal Representative may then affect insurance that will protect the interests of the Principal Representative, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the Principal Representative. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed \$50,000 per occurrence for most projects.

All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

If the Principal Representative is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Principal Representative, then the Contractor shall bear all reasonable costs properly attributable thereto.

#### ADDITIONAL INSURANCE REQUIREMENTS

- 1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
- 2. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A- VI.
- 3. On insurance policies where the Principal Representative are named as additional insureds, the Principal Representative shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 4. Contractor shall furnish the Principal Representative with certificates of insurance (ACORD form or equivalent approved by the Principal Representative) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
  - All certificates and any required endorsements are to be received and approved by the Principal Representative before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 5. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
- 6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available resources.
- 7. The Contractor shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.

SUPPLEMENTARY GENERAL CONDITIONS REV: 08/26/2016

- 8. Provide a minimum of thirty (30) days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the Contract (45 days for builders' risk coverage.
- 9. Certificate Holder: The Regents of the University of Colorado, Project Management, 1945 North Wheeling Street, Campus Mail stop F-418, Aurora, CO 80045.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

#### **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

#### Non-Waiver

The parties hereto understand and agree that The Principal Representative is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, et seq., as from time to time amended, or otherwise available to the Principal Representative or its officers, employees, agents, and volunteers.

#### **Mutual Cooperation**

The Principal Representative and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

(Revised 7-21-11)

#### ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT – Add the following

Contractor will be required to complete items on University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List and attend walk-thrus and meetings necessary to complete the list, working through the university Project Manager (use University of Colorado Denver | Anschutz Medical Campus Supplemental / Project Acceptance List).

#### ARTICLE 52. SPECIAL PROVISIONS -Add the following:

- M: UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS POLICY ON SEXUAL HARASSMENT
  - The Contractor shall vigorously pursue to the greatest extent possible, adherence to the University of Colorado Denver | Anschutz Medical Campus Policy on Sexual Harassment and also require all employees, and employees of all subcontractors of any kind, working on this project to adhere to this Policy.
  - Statement of Policy: It is the policy of the University of Colorado Denver to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in university programs. The university is committed to taking appropriate action against any of its officials, employees or students who violate the policy prohibiting sexual harassment.

- 3) Definition of Sexual Harassment: For purposes of this Policy, sexual harassment is defined as conduct which is unwelcome and consists of:
  - 1. sexual advances; 2. requests for sexual favors; or 3. other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic decisions affecting the individual; or when such conduct has the purpose or effect, of unreasonably interfering with an individual's work or academic performance by creating an intimidating, hostile, or offensive working or educational environment.

Conduct prohibited under this policy may occur between persons of the same sex or of different sexes and may manifest itself in different ways. For example, sexual harassment may be as undisguised as a direct solicitation of sexual favors, or arise from behavior which has the effect of creating an intimidating, hostile, or offensive educational or working environment. In this regard, the following types of acts, if pervasive and continuous, are more likely than not to be considered sexual harassment: unwelcome physical contact, sexual remarks about a person's clothing, body, or sexual relations, conversation of a sexual nature or similar jokes and stories, and the display of sexually explicit materials in the workplace or their use in the classroom without defensible educational purpose.

4) Consequence of Sexual Offenses: The university may require the Contractor to remove from university property any individual or individuals who violate the policy prohibiting sexual harassment.

#### ARTICLE 53. MISCELLANEOUS PROVISIONS -Add the following:

L. All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS REV: 08/26/2016

## UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUPPLEMENTARY GENERAL CONDITIONS

For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23)

#### APPENDIX A

Tax Information:

- 1. Certificate of Exemption for State Sales/Use Tax, dated August 25, 2017
- 2. Sales Tax Exemption Certificate Multi-Jurisdiction dated September 4, 2018
- 2. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
- 3. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
- 4. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
- 5. Colorado Department of Revenue Contractor Application for Exemption Certification

DR 0160 (02/16/11) COLORADO DEPARTMENT OF REVENUE DENVER CO 80261-0013

#### CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DA
09802565	G 01	0180 Aug 25 20

- Որալինինինակիանիանինինինինինինինին

STATE OF COLORADO/ OFFICE OF STATE CONTROLLER ATTN: OFFICE OF UNIVERSITY CONTROLLER 1800 N GRANT ST STE 600 DENVER CO 80203-1148

Executive Director Department of Revenue



# Sales Tax Exemption Certificate Multi - Jurisdiction

See page 2 for instruct	ions					
Last Name or Business Nam	e	First Name				Middle Initial
Address						
City			104-4-	7710		<u> </u>
City			State	ZIP		
N(Fi(D)	L	Certify That			100	
Name of Firm (Buyer) The Regents of Univers	sity of Colorado					
Address 1800 Grant Street, Suit	te 600					
City			State	ZIP		
Denver			СО	80203		
	Qualifies As (Ch			m)		
☐ Wholesaler	Retailer	☐ Manufa	acturer		☐ Charitable or I	Religious
⊠ Political Subdivision	or Governmental Agency	☐ Other (	Specify	)		
If Other, specify here						
2) that such purchases a  X Political Subdivision of  If Otherwise Exempt By Statu	e, specify here	es or use tax in su haritable or Religi	ch state	s and cities	of Higher Education s because our buye e Exempt By Statu	er is:
City or State	State Registration or ID Number		20 (20)		State Registration or	ID Number
City of Aurora	98-00799-0000	Colorado (I	Boulder	campus)	98-02915-0000	
City or State  Colorado	State Registration or ID Number				State Registration or	ID Number
City or State	98-02565-0000 State Registration or ID Numbe	Texas  City or State	- 1-2		32002730391 State Registration or	ID Number
	-					
I further certify that if any Use Tax we will pay the tax billing. This certificat shall be called until cand	cities is more than six(6), atta y property so purchased tax free tax due direct to proper taxing a te shall be part of each order wh celed by us in writing or revoked tts to be purchased from seller	e is used or consu authority when sta iich we may herea	med by ate law s after give	the firm as	s or inform the selle	er for added
Under penalties of periur	ry, I swear or affirm that the inforr	mation on this form	n is true	and corre	ct as to every mate	rial matter
Authorized Signature (owner,		Title				Date (MM/DD/YY)
Rount CK		17.70000	/ice Pre	sident/Uni	versity Controller	



Administration 1470 South Havana Street Aurora, Colorado 80012 303-739-7055 FAX: 303-739-7068

March 12, 2001

Wayne F. Henderson Vice Chancellor for Administration and Finance University of Colorado Health Sciences Center Fitzsimons, Building 500, Room C1003 P.O. Box 6508 Aurora, Colorado 80045-0508

RE: Letter of Commitment

Dear Mr. Henderson:

I am in receipt of your letter dated February 27, 2001, requesting that I issue a letter of commitment to the University of Colorado Health Sciences Center ("UCHSC") pursuant to *City Code Section 130-63(c)*. It is my understanding that UCHSC is part and parcel of the University of Colorado, a public institution of higher education of the State of Colorado. § 23-20-101, et seq., C.R.S. You have asked for some assurance that UCHSC is exempt from the payment of City sales and use tax, as well as the employer portion of the City occupational privilege tax.

City Code Section 130-157(1) exempts all sales of tangible personal property and taxable services to the various political subdivisions of this state from imposition of City sales tax. Identical exemptions exist in both the City Use Tax ordinance (City Code § 130-198(5)) and the City Employer Occupational Privilege Tax ordinance (City Code § 130-405(1)). Accordingly, UCHSC falls squarely within each of these three exemptions.

It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. City Code § 130-160. Likewise, UCHSC

Wayne F. Henderson March 12, 2001 Page Two

must also collect, report, and remit the employee portion of the City occupational privilege tax for each person it employs within the City for any period of time within a calendar month sufficient to receive no less than \$250.00 as compensation for such employment. City Code § 130-464.

With respect to the deposit and ultimate payment of City use tax on construction materials, it is the longstanding policy of the City that the party who contracts for and directs and controls the construction of building improvements is liable for such tax. <u>See Fifteenth Street Investment Co. v. People</u>, 102 Colo. 571, 81 P.2d 764 (1938). Under the circumstances described in your request, it is UCHSC, and not its contractors, upon whom sole liability for the payment of City use tax would rest. Because UCHSC is an exempt entity, no use tax is due and owing on the purchase and subsequent use of construction materials for the development of UCHSC's property at the Fitzsimons site.

With regard to your additional requests, the City has no objection if UCHSC's contractors wish to use this letter to present to City building officials and third-party retailers as evidence of UCHSC's tax exemption. As for any future revocation of this letter, unless the status of UCHSC as a political subdivision changes, the various City tax exemptions which UCHSC is entitled to claim cannot be lawfully repealed without the prior approval of the City's voters. <u>See Colo. Const. Art. X, § 20(4)(a)</u>. Therefore, the City believes UCHSC will be adequately informed in the event that the City decides to seek approval for any change in its tax laws that would impact UCHSC's tax-exempt status.

Very truly yours,

John Gross

Director of Finance

Treasury Division
Tax Compliance - Audit Unit

201 W Colfax Ave #1009 Denver, CO 80202 fax: 720- 913-9455 www.denvergov.org/treasury



February 19, 2014

University of Colorado Procurement Service Center 1800 Grant Street, Suite 500 Denver, CO 80203

Ladies/Gentlemen:

The above named entity is exempt from the Denver sales tax per Sec. 53-26(1) of the City Retail Sales Tax Article:

Sec. 53-26 (1) Exemptions

There shall be exempt from taxation under the provisions of this Article the following: (1) All sales to the United States Government, to the State, its departments and institutions and the political subdivisions thereof, only when purchased in their governmental capacities.

To qualify for the exemption, purchases must be billed direct to the organization, and payment made from funds of the organization.

The exemption does not extend to construction contractors who may perform contracts for you; they are the consumer of all property purchased and used in the performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

You may reproduce this letter to furnish to suppliers as needed.

Sincerely,

Donald Korte, Audit Manager Tax Compliance/Audit Section

720-913-9339

# STATE OF COLORADO

#### TAXPAYER SERVICE DIVISION

Department of Revenue

1375 Sherman Street Denver, Colorado 80261



Bill Owens

M. Michael Cooke Executive Director

Neil Tillquist Division Director

Michael J. Barden University of Colorado at Denver and Health Sciences Center(UCDHSC) Building 500, Mail Stop F418 P.O. Box 6508 Aurora CO 80045

April 7, 2006

Dear Mr. Barden:

This is in response to your letter of March 1, 2006, to Bruce Nelson of the Department of Revenue regarding sales tax exemption from county and special district sales taxes for UCDHSC construction projects at the Fitzsimons campus. Mr. Nelson has left the Department, so I am responding to your inquiry.

In regards to Adams County sales and use tax, the sales tax is collected by the Department of Revenue, not the city of Aurora. Use tax on building materials is collected by the county when issuing building permits. Under 29-2-105(d), 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., UCDHSC and its contractors and sub-contractors are exempt from county sales and use tax on construction and building materials for State/UCDHSC owned real property.

In regards to special district sales and use taxes, UCDHSC and its contractors and sub-contractors are exempt from sales and use tax pursuant to the exemptions granted in 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., for the Regional Transportation District under 32-9-119(2)(c)(II), C.R.S, for the Scientific and Cultural District under 32-13-107(2), C.R.S, and for the Metropolitan Football Stadium District under 32-15-110(2)(a), C.R.S.

Additionally, for construction projects in the City and County of Denver, UCDHSC and its contractors and sub-contractors are exempt from the aforementioned special district sales and use taxes, as well as state sales and use tax.

Should you have additional questions regarding these matters, feel free to contact me.

Respectfully,

Steve Asbell

Taxpayer Service Policy Group Colorado Dept of Revenue

tene Ashell

Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



DR 0172 (05/01/18)
COLORADO DEPARTMENT OF REVENUE
Denver CO 80261 - 0009
(303) 238-SERV (7378)

#### **Special Notice**

#### Purpose of this application

The exemption certificate for which you are applying must be used only for the purpose of purchasing construction and building materials for the exempt project described below. This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each project.

#### Colorado Withholding Account Number

A Colorado Account Number (CAN) should be provided in this field. Applications that are left blank or list N/A will not be processed and will be returned.

#### Subsidiary:

This box is marked when a subsidiary is using the parents withholding account number (only when it does not have its own.) Provide the parents CAN.

#### Subcontractor:

This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

#### Staffing Agency:

This box is marked when a contractor does not have employees of their own and outsources their employees through a staffing agency. Provide the Staffing Agency's name and CAN.

#### No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

#### Subcontractors:

Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. Upon receipt of the Certificate, the prime contractor should make a copy for each subcontractor involved in the project and complete it by filling in the subcontractor's name and address and signing it. The original Certificate should always be retained by the prime contractor. Copies of all Certificates that the prime contractor issued to subcontractors should be kept at the prime contractor's place of business for a minimum of three years and be available for inspection in the event of an audit.

See FYI Sales 95 for information about qualifying affordable housing projects.

## To avoid a returned application ensure you have done the following:

tol	lowing:
	Accurately completed all applicable boxes of the form.
	Provided a copy of the Contract or agreement pag The Contract or Agreement page lists the type and scope of work.
	Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
	Contract or Agreement page contains the signatures of the contracting parties.
	The form DR0172 (application) is signed.
	The exempt organizations number was provided and is correct.



DR 0172 (05/01/18)

COLORADO DEPARTMENT OF REVENUE
Denver CO 80261 - 0009
(303) 238-SERV (7378)

### **Contractor Application for Exemption Certificate**

This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law. A separate certificate is required for each contract.

Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009

Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

For Departn	nent Us		Do not write in					
Contractor/Account No. Period (MM/YY-MM/YY)								
89-								
	ust be o	complet	ed by applica	ınt				
Contractor Information								
Trade name/DBA								
Owner partner or cornerate lest name		Circt Non					Middle	mitial
Owner, partner or corporate last name First Name Middle Initial								
Mailing Address	City					State	Zip	
Walling Addices	Oity					Otate	210	
E-Mail Address		FEIN		Bid amount for yo	our contra	ct (Must	match to th	e penny)
				\$				- py
Fax number			Business Phone	number				
Colorado withholding tax account number	Subsidiary	,	Subcontra	actors	Sta	affing A	gency	
(See instructions)	No employ	yees/subc	ontractors (see be	elow)			, ,	
No Employees/Subcontractors. (Provide explanation or a	attach a le	tter of exp	lanation).					
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				arties <b>must</b> be			bia arriod	110,
Name of exempt organization (as show on contract)			0.1	Exempt organizat				
				98				
Address of exempt organization	City					State	Zip	
Principal contact at exempt organization-Last Name		First Nam	ne				Middle	nitial
Housing Authority (if applicable)		N	Name of Project (if	applicable)				
Owner of the Project (if applicable)								
Physical location of project site (give actual address whe	n applicat	ble and Cit	ties and/or County	(ies) where projec	t is locate	:d)		
City			State	Zip Pri	ncipal cor	ntact's te	lephone nu	
								mber
Scheduled construction start date (MM/DD/YY)								mber
			Estimated comp	letion date (MM/DD/Y	Y).			mber
I declare under penalty of perjury in the second de			Estimated comp	letion date (MM/DD/Y	Y)			mber
	gree that	t the state				and		mber
complete to the best of my knowledge.  Signature of the business owner, partner or corporate off		t the state		this application a			ate (MM/DD/Y	

#### LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

#### SECTION 00 73 46 - WAGE DETERMINATION SCHEDULE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PROCEDURE
  - A. DAVIS-BACON WAGE DETERMINATIONS
    - 1. Coordinate with the University Project Manager to determine if applicable.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 46

#### LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

=

#### SECTION 00 73 80 - SALES TAX

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. This Section includes administrative documents related to sales tax exemption for construction material purchases.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 DOCUMENTS
  - A. Tax Exempt Status of University of Colorado, dated August 25, 2017
  - B. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
  - C. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
  - D. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
  - E. Colorado Department of Revenue Contractor Application for Exemption Certification
  - F. Copies of the above noted documents are attached to the end of this section.
- 1.5 PROCEDURE
  - A. General Contractor must apply for a sales tax exemption certificate through the Colorado Department of Revenue using the "Contractor Application For Exemption Certificate."
    - 1. Form can be downloaded from the Colorado Department of Revenue website: https://www.colorado.gov/pacific/sites/default/files/DR0172.pdf

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 80

SALES TAX 00 73 80 - 1

DR 0160 (02/16/11) COLORADO DEPARTMENT OF REVENUE DENVER CO 80261-0013

#### CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

#### THIS LICENSE IS NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATIO	ISSUE DATE	
09802565	G 0	10180	Aug 25 2017

լիակիկիկներիորժիակկրիվորիինիդնակրդի

STATE OF COLORADO/ OFFICE OF STATE CONTROLLER ATTN: OFFICE OF UNIVERSITY CONTROLLER 1800 N GRANT ST STE 600 DENVER CO 80203-1148

Executive Director Department of Revenue



# Sales Tax Exemption Certificate Multi - Jurisdiction

See page 2 for instruct	ions						
Last Name or Business Nam	е	First Name				Middle Initial	
Address							
City			104-4-	7710		<u> </u>	
City			State	ZIP			
N(Fi(D)		Certify That					
Name of Firm (Buyer) The Regents of Univers	sity of Colorado						
Address 1800 Grant Street, Suit	te 600						
City			State	ZIP			
Denver			СО	80203			
	Qualifies As (Ch			m)			
☐ Wholesaler	Retailer	☐ Manufa	acturer		☐ Charitable or F	Religious	
⊠ Political Subdivision	or Governmental Agency	☐ Other (	Specify	)			
If Other, specify here							
2) that such purchases a  X Political Subdivision of  If Otherwise Exempt By Statu	e, specify here	es or use tax in su haritable or Religi	ch state	s and cities	of Higher Education s because our buye e Exempt By Statut	er is:	
City or State	State Registration or ID Number		20 (20)		State Registration or ID Number		
City of Aurora	98-00799-0000	Colorado (I	Boulder	campus)	98-02915-0000		
City or State  Colorado	State Registration or ID Number		City or State			State Registration or ID Number 32002730391	
City or State	98-02565-0000 State Registration or ID Numbe		Texas City or State			ID Number	
	-						
I further certify that if any Use Tax we will pay the tax billing. This certificat shall be called until cand	cities is more than six(6), atta y property so purchased tax free tax due direct to proper taxing a te shall be part of each order wh celed by us in writing or revoked tts to be purchased from seller	e is used or consu authority when sta iich we may herea	med by ate law s after give	the firm as	s or inform the selle	er for added	
Under penalties of periur	ry, I swear or affirm that the inforr	mation on this form	n is true	and corre	ct as to every mate	rial matter	
Authorized Signature (owner,		Title			The state of the s	Date (MM/DD/YY)	
Rount CK		17.70000	/ice Pre	sident/Uni	versity Controller		



Administration 1470 South Havana Street Aurora, Colorado 80012 303-739-7055 FAX: 303-739-7068

March 12, 2001

Wayne F. Henderson
Vice Chancellor for Administration and Finance
University of Colorado Health Sciences Center
Fitzsimons, Building 500, Room C1003
P.O. Box 6508
Aurora, Colorado 80045-0508

RE: Letter of Commitment

Dear Mr. Henderson:

I am in receipt of your letter dated February 27, 2001, requesting that I issue a letter of commitment to the University of Colorado Health Sciences Center ("UCHSC") pursuant to *City Code Section 130-63(c)*. It is my understanding that UCHSC is part and parcel of the University of Colorado, a public institution of higher education of the State of Colorado. § 23-20-101, et seq., C.R.S. You have asked for some assurance that UCHSC is exempt from the payment of City sales and use tax, as well as the employer portion of the City occupational privilege tax.

City Code Section 130-157(1) exempts all sales of tangible personal property and taxable services to the various political subdivisions of this state from imposition of City sales tax. Identical exemptions exist in both the City Use Tax ordinance (City Code § 130-198(5)) and the City Employer Occupational Privilege Tax ordinance (City Code § 130-405(1)). Accordingly, UCHSC falls squarely within each of these three exemptions.

It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. *City Code § 130-160.* Likewise, UCHSC

Wayne F. Henderson March 12, 2001 Page Two

must also collect, report, and remit the employee portion of the City occupational privilege tax for each person it employs within the City for any period of time within a calendar month sufficient to receive no less than \$250.00 as compensation for such employment. City Code § 130-464.

With respect to the deposit and ultimate payment of City use tax on construction materials, it is the longstanding policy of the City that the party who contracts for and directs and controls the construction of building improvements is liable for such tax. <u>See Fifteenth Street Investment Co. v. People</u>, 102 Colo. 571, 81 P.2d 764 (1938). Under the circumstances described in your request, it is UCHSC, and not its contractors, upon whom sole liability for the payment of City use tax would rest. Because UCHSC is an exempt entity, no use tax is due and owing on the purchase and subsequent use of construction materials for the development of UCHSC's property at the Fitzsimons site.

With regard to your additional requests, the City has no objection if UCHSC's contractors wish to use this letter to present to City building officials and third-party retailers as evidence of UCHSC's tax exemption. As for any future revocation of this letter, unless the status of UCHSC as a political subdivision changes, the various City tax exemptions which UCHSC is entitled to claim cannot be lawfully repealed without the prior approval of the City's voters. <u>See Colo. Const. Art. X, § 20(4)(a)</u>. Therefore, the City believes UCHSC will be adequately informed in the event that the City decides to seek approval for any change in its tax laws that would impact UCHSC's tax-exempt status.

Very truly yours,

John Gross

Director of Finance

Treasury Division
Tax Compliance - Audit Unit

201 W Colfax Ave #1009 Denver, CO 80202 fax: 720- 913-9455 www.denvergov.org/treasury



February 19, 2014

University of Colorado Procurement Service Center 1800 Grant Street, Suite 500 Denver, CO 80203

Ladies/Gentlemen:

The above named entity is exempt from the Denver sales tax per Sec. 53-26(1) of the City Retail Sales Tax Article:

Sec. 53-26 (1) Exemptions

There shall be exempt from taxation under the provisions of this Article the following: (1) All sales to the United States Government, to the State, its departments and institutions and the political subdivisions thereof, only when purchased in their governmental capacities.

To qualify for the exemption, purchases must be billed direct to the organization, and payment made from funds of the organization.

The exemption does not extend to construction contractors who may perform contracts for you; they are the consumer of all property purchased and used in the performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

You may reproduce this letter to furnish to suppliers as needed.

Sincerely,

Donald Korte, Audit Manager Tax Compliance/Audit Section

720-913-9339

# STATE OF COLORADO

#### TAXPAYER SERVICE DIVISION

Department of Revenue

1375 Sherman Street Denver, Colorado 80261



Bill Owens

M. Michael Cooke Executive Director

Neil Tillquist Division Director

Michael J. Barden University of Colorado at Denver and Health Sciences Center(UCDHSC) Building 500, Mail Stop F418 P.O. Box 6508 Aurora CO 80045

April 7, 2006

Dear Mr. Barden:

This is in response to your letter of March 1, 2006, to Bruce Nelson of the Department of Revenue regarding sales tax exemption from county and special district sales taxes for UCDHSC construction projects at the Fitzsimons campus. Mr. Nelson has left the Department, so I am responding to your inquiry.

In regards to Adams County sales and use tax, the sales tax is collected by the Department of Revenue, not the city of Aurora. Use tax on building materials is collected by the county when issuing building permits. Under 29-2-105(d), 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., UCDHSC and its contractors and sub-contractors are exempt from county sales and use tax on construction and building materials for State/UCDHSC owned real property.

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Should you have additional questions regarding these matters, feel free to contact me.

Respectfully,

Steve Asbell

Taxpayer Service Policy Group Colorado Dept of Revenue

tene Ashell

Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



DR 0172 (05/01/18)
COLORADO DEPARTMENT OF REVENUE
Denver CO 80261 - 0009
(303) 238-SERV (7378)

#### **Special Notice**

#### Purpose of this application

The exemption certificate for which you are applying must be used only for the purpose of purchasing construction and building materials for the exempt project described below. This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each project.

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This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

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For contractors with no employees, no subcontractors/ staffing agencies:

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See FYI Sales 95 for information about qualifying affordable housing projects.

## To avoid a returned application ensure you have done the following:

tol	lowing:
	Accurately completed all applicable boxes of the form.
	Provided a copy of the Contract or agreement pag The Contract or Agreement page lists the type and scope of work.
	Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
	Contract or Agreement page contains the signatures of the contracting parties.
	The form DR0172 (application) is signed.
	The exempt organizations number was provided and is correct.



DR 0172 (05/01/18)

COLORADO DEPARTMENT OF REVENUE
Denver CO 80261 - 0009
(303) 238-SERV (7378)

### **Contractor Application for Exemption Certificate**

This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law. A separate certificate is required for each contract.

Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009

Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

For Departn	nent Us		Do not write in		٦.			
Contractor/Account No. Period (MM/YY-MM/YY)								
89-								
	ust be o	complet	ed by applica	ant				
Contractor Information								
Trade name/DBA								
Owner partner or cornerate lest name		Circt Non					184	iddle leitiel
Owner, partner or corporate last name		First Nan	ne .				IVI	iddle Initial
Mailing Address	City					State	Zip	
Walling Address	Oity					Ciaic	2.10	
E-Mail Address		FEIN		Bid amount f	or vour contr	act (Mus	t match	h to the penny)
				\$	. ,			
Fax number			Business Phone	number				
Colorado withholding tax account number	Subsidiary	,	Subcontra	actors	□ s	Staffing A	gency	
(See instructions)	No employ	ees/subc	ontractors (see be	elow)			,	
No Employees/Subcontractors. (Provide explanation or a	attach a le	tter of exp	lanation).					
Copies of cont	ract or a	agreeme	nt nage iden	tifving the co	ntracting	narties	bid a	amount
Exemption Information type of work, a							, blu c	arriourit,
Name of exempt organization (as show on contract)			Exempt organization's number					
				98				
Address of exempt organization	City					State	Zip	
Principal contact at exempt organization-Last Name		First Nan	ne				M	iddle Initial
Housing Authority (if applicable)			Name of Project (if applicable)					
Owner of the Project (if applicable)								
Physical location of project site (give actual address whe	n applicat	ole and Cit	ties and/or Count	y (ies) where pr	oject is locat	ted)		
City			State	Zip	Principal co	ontact's t	elepho	ne number
Scheduled construction start date (MM/DD/YY)			Estimated comp	letion date (MM/	DD/YY)			
I declare under penalty of perjury in the second de	gree that	t the state	ements made ir	this applicati	on are true	and		
complete to the best of my knowledge.			Title of	#		15	\t	
Signature of the business owner, partner or corporate off	icer		Title of corporate	e officer			ate (MN	M/DD/YY)

### University of Colorado Denver

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

#### **GENERAL REQUIREMENTS**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Design Requirements:

- 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: Include, as applicable, the following Sections:
  - SECTION 01 00 00 SUMMARY.
  - b. SECTION 01 25 00 SUBSTITUTION PROCEDURES.
  - c. SECTION 01 26 00 CONTRACT MODIFICATION PROCEDURES.
  - d. SECTION 01 31 00 PROJECT MANAGEMENTS AND COORDINATION.
  - e. SECTION 01 32 33 PHOTOGRAPHIC DOCUMENTATION.
  - f. SECTION 01 33 00 SUBMITTAL PROCEDURES.
  - g. SECTION 01 35 00 SPECIAL PROCEDURES.
    - 1) This Section includes special environment health and safety procedures unique to work at University projects.
  - h. SECTION 01 35 46 INDOOR AIR QUALITY PROCEDURES
    - This Section includes special procedures required by the University to maintain a high level of indoor air quality both during construction and subsequent to occupancy.
  - i. SECTION 01 40 00 QUALITY REQUIREMENTS.
  - j. SECTION 01 41 00 REGULATORY REQUIREMENTS.
  - k. SECTION 01 42 00 REFERENCES.
  - I. SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS.
  - m. SECTION 01 60 00 PRODUCT REQUIREMENTS.
  - n. SECTION 01 73 00 CLOSEOUT PROCEDURES.
  - SECTION 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
  - p. SECTION 01 78 23 OPERATION AND MAINTENANCE DATA.
  - q. SECTION 01 78 39 PROJECT RECORD DOCUMENTS.
  - r. SECTION 01 78 46 EXTRA STOCK MATERIALS.
  - s. SECTION 01 79 00 DEMONSTRATION AND TRAINING.
  - t. SECTION 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS.
  - u. SECTION 01 91 13 GENERAL COMMISSIONING REQUIREMENTS.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

#### **END OF SECTION 01 00 00**

Project # 21-164329 University of Colorado Denver

## **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. Access to site.
  - 6. Coordination with occupants.
  - 7. Work restrictions.
  - 8. Specification and drawing conventions.

## 1.3 PROJECT INFORMATION

- A. Project Identification: PN 21-164329 LSC Repair Upper Plaza.
  - 1. Project Location: Upper Plaza at 1380 Lawrence Street, Denver, CO 80204
- B. Principal Representation: University of Colorado Denver.
  - University's Representative: Gregory Filpus, 1380 Lawrence Street, Denver, CO 80204
- C. Architect/Engineer: Architectural Workshop, Mark Bowers, Owner, 2 Kalamath Street, Denver, CO 80223
- D. Architect/Engineer's Consultants: The Architect/Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Structural Engineering: WJE Associates, Inc, Adrienne Larson, 3609 S. Wadsworth Blvd, Suite 400, Lakewood, CO 80235

## 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. Refurbish and provide a new concrete deck for the upper plaza at the Lawrence Street Center.

Project # 21-164329 University of Colorado Denver

## 1.5 WORK BY UNIVERSITY

A. General: As outlined in the construction documents.

#### 1.6 WORK UNDER SEPARATE CONTRACTS

A. General: None

# 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.
- C. Construction Access and Travel:
  - . 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.
- D. Construction Parking:
  - General: Contractor parking will not be provided; make arrangements and pay for all required parking.
- 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.
  - 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.

Project # 21-164329 University of Colorado Denver

- 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 8:00 a.m. to 5:00 p.m., Monday through Friday.
  - 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 24 hours in advance.
    - a. The maximum permissible noise level is 75 decibels (dBA), measured at the adjacent property line.

## D. Contractor Identification:

- Supervisory staff for the primary contractor must obtain an identification badge at Lawrence Street Center, third floor facilities office. 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.
- 3. Work with University Project Manager and Building Maintenance and Operations staff to get identification badge activated.
- 4. Work with University Project Manager and Building Maintenance and Operations staff to set up identification badge for access to construction areas secured by card reader.

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- E. 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.
- F. 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.
- G. 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.
- H. Nonsmoking Campus: Smoking, chewing tobacco, and other related tobacco product use is not permitted at any location on campus except outside in designated areas.
- I. 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.
- J. 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.
  - 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.

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- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 10 00** 

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# **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:

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	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 <i>Note 5</i>	University	DW	University
Sanitary Sewer	COA		Developer		DW	University	University/ COA <i>Note 5</i>	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	Denver	<b>Note 1</b> : University owns Trunk steam and chilled water from CUP to vault							
COA: City of Aurora			Note 2: Univ	ersity ov	vns Trunk e	lectrical fro	m switch gear to manhole	2		
			Note 3: Univ	ersity o	wns Trunk t	elecom duc	tbank from main switch t	o manhole.		
<b>DW:</b> Denver Water			Developer o	wns cabl	e from swite	ch to buildii	ng			
			Note 4: Xcel	Note 4: Xcel has license agreement with University						
Developer:			Note 5: University and COA jointly permit							
University, TCH, UCH. In Tract										
lines are owned by the building										
they are feeding										

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 18 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.

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- 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.
- 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.
- I. 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.

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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:
    - 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.

PART 3 - EXECUTION (Not Used)

**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:
  - Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
  - 2. [Contractor's Agreement Design/Bid/Build, State Form SC-6.21 and The General Conditions of the Construction Contract Design/Bid/Build, State Form SC-6.23]

# 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.

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# 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.
  - 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:
      - 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.
      - 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.

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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.
  - 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**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.

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- 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.

- 4. 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.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. 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.
- 7. 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-in-place shall be shown as separate line items in the schedule of values.

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8. 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.
  - 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

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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.

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- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**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 field-engineering 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 entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- 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

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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.

#### 1.5 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.

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- 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 handcarried, do not transport across roof deck; position by crane or other 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:
  - 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.

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- 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.
  - 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.
    - 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.

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- 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:

- 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:

00110	duie.				
ITEM	FURNISHED BY	MOUNTED BY	LOW VOLTAGE WIRED BY	POWER WIRED & CONNECTED BY	LOW VOLTAGE CONTROL CONNECTED BY
Equipment motors	1	MI	MI	EI	
Motor starters, contactors and overload heaters	МІ	El	EI	El	MI
Fused and unfused disconnect switches	EI**	EI**	El**	El	
Manual operating switches, speed switches, push-button stations and pilot lights	MI	EI	EI	EI	El
Duct detectors	El	MI	MI	EI	MI
Control relays and transformers	MI	МІ	MI	EI	MI
Thermostats, time switches*	MI	МІ	MI	EI	MI

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Temperature control panels	MI	МІ	МІ	EI	MI
Motor and solenoid valves, damper motors, PE and EP switches	MI	МІ	MI		MI
Refrigeration equipment, cooling tower and controls	MI	МІ	MI	EI	MI
Electric meters	EI	El	El	EI	МІ
Steam meters	МІ	MI	MI	MI	МІ
Chilled water meters,	МІ	MI	MI	MI	МІ
Water meters	MI***	MI	MI	МІ	МІ
Natural Gas	MI	MI	MI	MI	MI

I = Installer of equipment requiring electrical service

EI = Electrical Installer

MI = Mechanical Installer

\*Motor driven units which are controlled from line voltage automatic controls such as line voltage thermostats, float switches or time switches which conduct full load current of the motor shall be wired for both power and control circuit under the electrical contract. However, if the control device does not conduct full load current, then the responsibility shall be that set forth in the above schedule. (Example: a 208 volt, 3-phase, 3- wire motor requires 120 volt control. Electrical Installer shall furnish a 120 volt circuit for control and 208 volt circuit for power and wire the power circuit. Mechanical Installer shall wire the control circuit.)

<sup>\*\*</sup>Disconnects for AH units are factory mounted.

<sup>\*\*\*</sup>Building Service meter provided by Civil. Any sub meter provided by MI. Coordinate meter requirements with utility for remote monitoring by 23 09 00 – Instrumentation and Controls.

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- 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.
  - 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:
    - 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

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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. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings, where required, to adequately represent the Work.
  - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  - 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  - 6. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - Fire-rated enclosures around ductwork.
  - 7. Electrical Work: Show the following:
    - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
    - Light fixture, exit light, emergency battery pack, smoke detector, and other firealarm locations.
    - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
  - 8. Fire-Protection System: Show the following:
    - Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads
  - 9. 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.
  - 10. 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.
  - 11. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."

# 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.

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- 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:
  - 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.
  - 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.

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- 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.] [Use software log that is part of Project Web site.] Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect/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.
    - 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

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- 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.
- Indoor Air Quality Plan and Monitoring including procedures for moisture and mold control.
- k. Construction waste management and recycling.
- I. 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.

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- 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 where 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.
    - I. 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.

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- 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 [90][30] calendar days prior to the scheduled date of Substantial Completion or Partial Substantial Completion.
  - 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.

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- 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:
    - 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. Quality:
    - 1) Quality and work standards.
    - 2) Status of correction of deficient items.
    - 3) Progress cleaning.
    - 4) Field observations.
  - e. Status of submittals.
  - f. Status of RFIs.
  - g. Status of Changes including:
    - 1) Change Order Bulletins.
    - 2) Change Order Proposals.
    - 3) Change Orders.
    - 4) Pending claims and disputes.
  - h. Status of LEED documentation, for projects pursuing LEED certification.
  - i. 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.
  - 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."

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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.

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- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum [exclusive of profit, overhead, and general conditions costs].
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either University or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file and four paper copies.
- B. Startup construction schedule (bar chart).
  - Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource

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loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

- Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
- Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
- 3. Total Float Report: List of all activities sorted in ascending order of total float.
- 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit draft for discussion at monthly project schedule and pay application review meeting. Submit final report with monthly Application for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Material Location Reports: Submit at monthly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.

#### 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with a minimum of 5 years experience and capability of producing CPM reports and diagrams within 24 hours of Architect/Engineer's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial University occupancy, as may be applicable.
  - 4. Review delivery dates for University-furnished products.
  - 5. Review schedule for work of University's separate contracts.
  - 6. Review submittal requirements and procedures.
  - 7. Review time required for review of submittals and resubmittals.
  - 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
  - 9. Review time required for Project closeout and University startup procedures, including commissioning activities.
  - 10. Review and finalize list of construction activities to be included in schedule.
  - 11. Review procedures for updating schedule.

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#### 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.
  - 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.
  - 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.

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- 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.

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# 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 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Contractor's Preliminary Schedule and Startup Network Diagram: Submit diagram within 14 calendar days of date established for commencement of the Work. Outline significant construction activities for the first 90 calendar days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's detailed construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram and submit CPM schedule within 45 calendar days after date established for commencement of the Work.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect/Engineer's approval of the schedule.
  - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using contractor's preliminary schedule and startup network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.

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- e. Fabrication.
- f. Utility interruptions.
- g. Installation.
- h. Work by University that may affect or be affected by Contractor's activities.
- i. Testing and commissioning.
- j. Punch list and final completion.
- k. Activities occurring following final completion.
- 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
- 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
- 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
  - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- 5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Assign activities and costs for mobilization, bonds, permits and insurance. Obtain Architect/Engineer's approval prior to assigning costs to material procurement activities if intending to bill for materials stored on site. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, LEED documentation, and demonstration and training (if applicable), in the amount of not more than 5 percent of the Contract Sum.
  - a. Each activity cost shall reflect an appropriate value subject to approval by Architect/Engineer.

- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Main events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.

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- 10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.
- H. Summary Reports: With each schedule update, at a minimum provide the following hard copy cost and resource reports:
  - 1. Cost report showing activity dollar value, dollar value of work in place to-date and dollar value for current period.
  - 2. Cost report showing activity dollar value, dollar value of work in place to-date, and dollar value for current period summarizing to schedule of values.
  - 3. Resource report showing man-day allocations by specific trade on each activity.
  - 4. Variance report comparing current dates to target dates.
  - 5. Cash flow report showing monthly projections of expenditures.
  - 6. Narrative schedule report documenting:
    - a. Description of the actual work accomplished during the reporting period.
    - b. Description of any problem areas.
    - c. Description of current and anticipated delays with recommended corrective actions to mitigate such delays.
    - d. A list of proposed modifications, additions, deletions, and changes in logic to the approved construction schedule.

#### 2.5 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.
  - 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.

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- C. 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.
- D. 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.

#### 2.6 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. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

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- 1. In-House Option: University may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
- 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule 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.
- C. 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.

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#### 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.

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- E. Periodic Construction Photographs: Take [20] <Insert number> 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] <Insert number> 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** 

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#### **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.

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- 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.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or 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. Initial Submittal: Submit concurrently with startup construction schedule and within 30 calendar days of Notice to Proceed or Commencement of Work, but not later than submittal of first application for payment. Include submittals required during the first 90 calendar days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for Architect/Engineer's final release or approval.
    - h. Scheduled date of fabrication.

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#### 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. Digital Drawing Software Program: The Contract Drawings are available in <Insert name and version of digital drawing software program and operating system>.
    - c. 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.
  - 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] <Insert dimensions> 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:

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- 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.
- I. 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.
  - 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.

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- F. Options: Identify options requiring selection by Architect/Engineer.
- G. 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.
- H. Contractor Certification: On transmittal include Contractor's certification that information complies with Contract Document requirements.
- I. 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.

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- J. 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.
- K. 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.
- L. 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."
- M. 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.

- 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.

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- 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:
    - Generic description of Sample.

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- 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. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
- 5. 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.
- 6. 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.
    - 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.
- 7. 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.
- 8. 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.
- 9. 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

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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

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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.
  - 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.

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- C. BIM File Incorporation: Incorporate delegated-design drawing and data files into Building Information Model established for Project.
  - 1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.

#### 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 44**

# SPECIAL PROCEDURES FOR ENVIRONMENTAL HEALTH AND SAFETY AND FIRE AND LIFE SAFETY

#### 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 special administrative and procedural requirements related to environmental health and safety.
- B. University is Authority Having Jurisdiction (AHJ) for Fire and Life Safety. This responsibility is administered by the University's Fire and Life Safety Officer.
- C. Related Requirements:
  - 1. Section 01 35 46 "Indoor Air Quality Procedures" for procedure related to maintaining indoor air quality during construction.
  - 2. Section 02 81 00 "Transportation/Disposal of Hazardous Materials."

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

#### PART 3 - EXECUTION

#### 3.1 ENVIRONMENTAL HEALTH AND SAFETY AND FIRE AND LIFE SAFETY PROCEDURES

- A. Physical, Life, and Fire Safety:
  - 1. All contractors are required to conform to the Federal Occupational Safety and Health Administration (OSHA) regulations for construction (29 CFR 1926). Certain General Industry Standards (29 CFR 1910) may also apply, depending on location of work.
  - 2. Provide an effective health and safety program to control hazards, including but not limited to compressed gases, welding, electrical, safety netting, cranes, scaffolding and supplies on the roof.
  - 3. Provide fire protection in all construction areas to the satisfaction of the Authority Having Jurisdiction.
  - 4. During the construction phase, the Authority Having Jurisdiction may conduct oversight inspections to observe and provide recommendations regarding applicable safety standards. The following minimum items are included:
    - a. Do not block exit corridors. Install signage clearly identifying exit routes.

- b. Provide physical barriers with appropriate warning signage to protect public areas from construction work.
- c. Conduct daily inspections to eliminate fire hazards and any other safety hazards.
- d. Periodic safety inspections will be performed on job sites by the Authority Having Jurisdiction. The Authority Having Jurisdiction for fire safety will present University's Project Manager with a written summary of the findings who will then take these issues to the Contractor's superintendent, foreman or other designated representative and return the summary form with documentation of the resolution of safety items to AHJ. Abate deficient items in a timely manner. Include documentation and resolution of safety items presented in weekly Progress Meeting minutes. Inspections by University AHJ are spot-checks only. They are not all encompassing. These inspections and recommendations do not relieve the Contractor from obligations related to safe work practices, as required under federal law.
- e. AHJ has the right to access the site at all times. Should a potential threat to personnel or property be observed, AHJ may require the hazard related operation immediately altered until adequate safeguards are addressed.
- f. Supply AHJ, through the University Project Manager, with a copy of Contractor's weekly safety meeting minutes and safety inspection reports.
- g. Provide signs used for proper identification of construction areas.
- h. Provide adequate number of appropriately rated fire extinguishers to be available on-site for emergency use in the construction area.
- i. Insure standpipes, pull stations, electrical panels, water control valves and fire hydrants are accessible at all times.
- Post emergency notification phone numbers provided by Contractor and University in all construction areas.
- k. Notify University Project Manager of any lost time injuries occurring on University's property within one (1) calendar day and of any fatalities immediately.
- I. Submit copies of all injury reports to AHJ, through University's Project Manager.
- m. Equip construction personnel with personal protective equipment (PPE) where required. Coordinate with University Project Manager to identify where use of PPE will be required.

#### B. OSHA Hazard Communication Standard:

- Every Contractor and Subcontractor performing work shall to comply with the OSHA Hazard Communication Standard. Compliance includes joint University and Contractor responsibilities for the purpose of providing timely communications and information sharing with regard to hazardous materials, chemicals and chemical sources which may be present on-site or brought in by Contractor.
- 2. University Project Manager will provide Contractor with the following:
  - a. Information regarding known hazardous chemicals and agents or other hazards present at the job site.
  - b. University emergency procedures and contact numbers.
- 3. Provide safety training and environmental surveillance of all workers.
- 4. Inform and provide University's Project Manager the following:
  - a. Material safety data sheets (MSDS) for all chemicals introduced into the workplace.
  - b. Information regarding potential sources of pollutants which may be entrained in University's air intakes, e.g., roofing tar fumes, nuisance dusts, exhaust from internal combustion engines, welding or cutting fumes, and asbestos if damaged or encountered during the course of the work.

#### C. Asbestos and Lead Paint:

- The presence of asbestos-containing materials and/or paint containing lead on the job site does not mean a problem exists. Areas where asbestos is friable and not contained or lead paint is present or will be caused to be present in airborne or settled dust are of concern.
- 2. Responsibilities of University and Contractor regarding asbestos and lead paint are as follows:

#### a. University:

- Notify the Contractor of the condition and location(s) where asbestos is known to be present or may reasonably be encountered, e.g., asbestos insulation, ceiling tiles, floor tiles, fire doors, wall and ceiling plasters, concrete, grouting, etc., and lead paint on metal building materials, walls, windows, etc.
- Coordinate with Contractor when response action is required by a Subcontractor.
- 3) Contract with third party contractor to monitor areas where friable asbestos and/or lead-containing particles are present during construction/renovation projects for its own records and purpose. Monitoring results can be shared with Contractors but are in no way to be used for Contractor employee monitoring.
- 4) Final authority on all asbestos-related concerns and contractual arrangements.

#### b. Contractor:

- 1) Notify University's Project Manager of any suspected or existing problem involving asbestos or lead and cease work in that area until University has assessed the situation.
- 2) Ensure that undamaged asbestos-containing material and/or material containing lead, not included in the scope of the project, are not damaged.
- 3) Train and monitor their own employees, including Asbestos Awareness training and Lead Paint Awareness training, where applicable.
- 4) Be responsible for all environmental/industrial hygiene surveillance of its work staff and subcontractors and for required area monitoring where potential contamination of adjacent areas exists.
- 5) Prevent problems which can result in asbestos or lead exposure to building occupants.
- 6) Coordinate with the University's EHS Department and Building Maintenance and Operations through University's Project Manager and perform all activities that may potentially disturb asbestos containing materials in a manner acceptable to the EHS.
- 7) Follow State of Colorado regulation, Emission Standards for Asbestos, Part B, Control of Asbestos, "Regulation 8" and OSHA standards regulating exposure to asbestos and lead.
- 8) Where applicable, comply with Section 02 81 00 "Transportation/Disposal of Hazardous Materials."

# D. Carcinogens:

 Contractor or any Subcontractor shall not knowingly install or cause to be installed any material or product containing carcinogens. Refer to Annual Report on Carcinogens, U.S. Department of Health and Human Services, National toxicology Program.

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#### E. Hazardous Waste:

1. All hazardous wastes are to be handled and disposed of according to current University EHS guidelines which can be obtained through University Project Manager. Only individuals specifically authorized by University may sign hazardous waste manifests for wastes generated on University's property. Only University approved transporters and disposal facilities are to be used for transportation and disposal of hazardous wastes.

# F. The Control of Hazardous Energy (Lockout/Tagout):

1. Provide and enforce a program and procedures for the control of hazardous energy (lockout/tagout) including, but not limited to, locks, tags and lockout devices. Provide proof that workers have received safety training in the control of hazardous energy through lockout/tagout.

#### G. Hot Work Operations:

- 1. Comply with University hot work policy and obtain Hot Work Permit prior to executing any hot work in existing buildings.
- 2. Notify University Project Manager prior to any hot work on University property.
- 3. Provide and enforce a program to control fires during hot work operations. Provide appropriately rated fire extinguishers, fire retardant protective covers (when needed), and any other hot work related equipment.

#### H. Confined Space Entry:

1. Work in compliance with the "Confined Spaced Entry Procedure for Non-University Personnel" whenever any project requires entry into a confined space. A copy of this procedure can be obtained from University EHS through University's Project Manager.

#### I. Green Tagging of Work Area:

Obtain a Green Tag and Construction Permit from the University Project Manager prior to any work being conducted in a laboratory or on any exhaust ductwork system serving a laboratory. If a Green Tag has been issued, it will be displayed at the entry of the laboratory area. The Green Tag assures that any radioactive, chemical or biological materials have been removed from the laboratory verifying the area is free from hazards to workers. If a Green Tag is not displayed, coordinate tagging with EHS through University's Project Manager.

**END OF SECTION 01 35 44** 

#### **SECTION 01 35 96**

#### SPECIAL PROCEDURES FOR PROPERTY PROTECTION

PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

1. Procedures for establishing existing conditions and monitoring procedures for protection of adjacent or nearby structures and improvements including, but not limited to, sidewalks, landscaping, parking facilities, roadways, or driveways, whether on or off the University's property arising from [drilled caissons] [underpinning existing foundations] [new foundations or excavations below adjacent or nearby buildings] [sheet piling] <Insert other relevant construction operation>.

#### 1.2 UNIVERSITY'S SURVEY

A. University has obtained visual inspections of adjacent and nearby buildings together with photographic records showing details and conditions. This survey was made on **<Insert Date>** and the photographs are dated and certified by the photographer as of that date. One set of these data is available for Contractor's use and records.

#### 1.3 SUBMITTALS

A. Submit photographs and survey data from same points as original, certified and dated by photographer and taken upon completion of [pile driving] [caisson work] [underpinning existing foundations] [backfilling] < Insert relevant construction operation>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

### 3.1 MONITORING

- A. Establish accurate levels and positions of all elements relative to other fixed points to permit accurate monitoring of potential changes.
- B. At all times during construction activities which are likely to affect adjacent properties, improvements or building, monitor conditions carefully including horizontal or vertical movements, changes in existing cracks, joints or defects or development of new cracks and other evidence of changing conditions. Report immediately to University's Project Manager and

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Architect/Engineer any changes to existing conditions and stop work where such appear to be significant or potentially dangerous to persons or property.

#### 3.2 REMEDIES

A. Conduct construction operations and specifically [excavation] [caisson drilling] [sheet piling] [underpinning] [shoring] <Insert other relevant construction operation> in a manner that will avoid damage to adjacent buildings, structures, properties or improvements. Promptly remedy any such damage whether to University's or other property and hold the University harmless from such damage.

#### 3.3 POST-CONSTRUCTION SURVEY

A. Within 30 calendar days of completion of those construction activities that would potentially damage adjacent or nearby properties, re-survey all items of University's original survey and Contractor's supplemental information, including monitoring control points. Perform this work using a licensed surveyor and independent photographer. Identify specifically each changed condition, its magnitude and probable cause.

END OF SECTION 01 35 96

#### **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 products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect/Engineer.

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- 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.

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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 ACTION SUBMITTALS

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

### 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's 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.

# 1.7 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.

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- 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 representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 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.

### 1.8 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.

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- 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.
  - 2. Electrical contractors:
    - a. Company: State of Colorado master electrician license.
    - b. On-site electricians: State of Colorado journeyman license.
  - 3. Plumbing Contractors:
    - a. Company: State of Colorado master plumbers license.
    - b. On-site plumbers: State of Colorado journeyman license.
    - c. Gas piping installations: State of Colorado master plumber with minimum 5 years institutional or heavy commercial gas piping experience. Provide an on-site supervisor with a minimum of 3 years of supervisory experience.
- 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.
  - 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.

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- 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.
  - 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.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - Build mockups in location and of size indicated or, if not indicated, as directed by Architect/Engineer.
  - 2. Notify Architect/Engineer seven calendar days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - Obtain Architect/Engineer's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven calendar days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: When indicated on Drawings, construct integrated exterior mockup. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
- M. Room Mockups: When indicated on Drawings, construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect/Engineer to evaluate quality of the Work. Provide room mockups of the following rooms:
- N. Laboratory Mockups: When required by individual Specification Sections, comply with requirements of preconstruction testing and those specified in individual Specification Sections.

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### 1.9 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.
  - 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.

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- 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples 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.
  - 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.

### 1.10 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.

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6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

### 3.1 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.

# 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in 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.

### 3.3 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. Compaction density of fill and backfill.
  - 2. Drilled pier end bearing conditions and depths.
  - 3. Cast-in-place concrete.
  - 4. Precast concrete.
  - 5. Post-tensioned concrete tendons.
  - 6. Masonry.
  - 7. Structural steel field welds and bolted connections.
  - 8. Spray-applied fireproofing.
  - 9. Built-up roof cutouts.
  - Asphaltic concrete paving.

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- 11. Foundation drainage systems.
- 12. Drainage structures and piping.
- 13. Waterproofing.
- 14. Air barriers.
- 15. Fluid applied membranes.
- 16. Thermal imaging.
- 17. Curtain wall, window, and door field testing.
- 18. Ceiling hanger wire pull-out.
- 19. Electrical resistance of static-control resilient flooring.
- 20. Field sound testing of operable partitions.
- 21. Elevator safety.
- 22. Fan vibration.

**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. MS 4 Storm Water and Water Quality Permits
  - 3. 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

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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:
  - 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:

- Contractor is not responsible for costs associated with construction inspections, except re-inspections. 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 and County of Denver for site utility inspections.
- 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.

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- 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 MS4 STORM WATER AND WATER QUALITY PERMITS

A. Obtain necessary State of Colorado and City and County of Denver Permits to the extent that Project impacts site.

### 1.5 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. <a href="http://ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx">http://ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx</a>
  - 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. ANSI/AIHA Z9.5 Laboratory Ventilation latest edition.
    - a. http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx
  - 14. ANSI/AIHA Z9.6 Exhaust Systems for Grinding, Buffing and Polishing latest edition.
    - a. http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx
  - 15. ANSI/AIHA Z9.10 Fundamentals Governing the Design and Operation of Dilution Ventilation Systems in Industrial Occupancies latest edition.
    - a. http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx
  - 16. ANSI/ASHRAE/ASHE Standard 170 Ventilation of Healthcare Facilities latest edition.
  - 17. ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality.
  - 18. OSHA "Safety and Health Regulation for Construction" (29 CFR 1926).
  - 19. OSHA "Occupational Safety and Health Standards" (29 CRF 1910).
  - 20. 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).

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- 21. CDC-NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL); latest edition.
- 22. NIH Design Requirements Manual (DRM) latest edition.
  - a. <a href="http://orf.nih.gov/PoliciesAndGuidelines/BiomedicalandAnimalResearchFacilitiesD">http://orf.nih.gov/PoliciesAndGuidelines/BiomedicalandAnimalResearchFacilitiesD</a> esignPoliciesandGuidelines/DesignRequirementsManualPDF.htm
- 23. NIH Guidelines for Research Involving Recombinant DNA Molecules latest edition.
- 24. ILAR Guide for Care and Use of Laboratory Animals latest edition.
- 25. National Research Council of the National Academies, Institute for Laboratory Animal Research, Division on Earth and Life Studies: Guide for the Care and Use of Laboratory Animals latest edition.
- 26. Uniform Federal Accessibility Standards (UFAS) latest edition.
- 27. Metro Wastewater District's Rules and Regulations, (Sections 6.17 [6.13, 6.14] and 6.18).
- 28. City of Aurora Asphalt and Paving Standards latest edition.
- C. Other Standards: As indicated in individual Specification Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 41 00** 

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### **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 [Contractor's Agreement Design/Bid/Build, State Form SC-6.21 and The General Conditions of the Construction Contract Design/Bid/Build, State Form SC-6.23] [Construction Manager/General Contractor Agreement CMGC, State Form

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- SC-6.4] [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.

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- 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.

AABC	Associated Air Balance Council www.aabc.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.americanbearings.org	(202) 367-1155
ACI	American Concrete Institute (Formerly: ACI International) www.concrete.org	(248) 848-3700

ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The) www.ahrinet.org	(703) 524-8800
Al	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
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
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(607) 256-3313
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute (See AHRI)	

ARI	American Refrigeration Institute (See AHRI)	
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
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 www.ashrae.org	(800) 527-4723 (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
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWEA	American Wind Energy Association www.awea.org	(202) 383-2500
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWMAC	Architectural Woodwork Manufacturers Association of Canada www.awmac.com	(403) 453-7387
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
ВНМА	Builders Hardware Manufacturers Association	(212) 297-2122

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BIA

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www.buildershardware.com	
Brick Industry Association (The)	(703) 620-0010

BICSI	BICSI, Inc.	(800) 242-7405
	www.bicsi.org	(813) 979-1991

BIFMA BIFMA International (616) 285-3963

(Business and Institutional Furniture Manufacturer's Association)

www.bifma.com

www.gobrick.com

BISSC Baking Industry Sanitation Standards Committee (866) 342-4772

www.bissc.org

BOCA BOCA

(Building Officials and Code Administrators International Inc.)

(See ICC)

BWF Badminton World Federation 60 3 9283 7155

(Formerly: International Badminton Federation)

www.bwfbadminton.org

CDA Copper Development Association (800) 232-3282

www.copper.org (212) 251-7200

CEA Canadian Electricity Association (613) 230-9263

www.electricity.ca

CEA Consumer Electronics Association (866) 858-1555

www.ce.org (703) 907-7600

CFFA Chemical Fabrics & Film Association, Inc. (216) 241-7333 www.chemicalfabricsandfilm.com

CFSEI Cold-Formed Steel Engineers Institute (866) 465-4732 www.cfsei.org (202) 263-4488

CGA Compressed Gas Association (703) 788-2700

www.cganet.com

CIMA Cellulose Insulation Manufacturers Association (888) 881-2462 www.cellulose.org (937) 222-2462

www.cellulosc.org (557) 222 2402

CISCA Ceilings & Interior Systems Construction Association (630) 584-1919 www.cisca.org

www.cisca.org

CISPI Cast Iron Soil Pipe Institute (404) 622-0073

www.cispi.org

CLFMI Chain Link Fence Manufacturers Institute (301) 596-2583

www.chainlinkinfo.org

CPA Composite Panel Association (703) 724-1128

# **LSC Repair Upper Plaza** Project # 21-164329

**EJMA** 

**ESD** 

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	www.pbmdf.com	
CRI	Carpet and Rug Institute (The) www.carpet-rug.org	(706) 278-3176
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(800) 328-6306 (847) 517-1200
CSA	Canadian Standards Association www.csa.ca	(800) 463-6727 (416) 747-4000
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
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
СТІ	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
CWC	Composite Wood Council (See CPA)	
DASMA	Door and Access Systems Manufacturers Association www.dasma.com	(216) 241-7333
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electronic Components Association www.ec-central.org	(703) 907-8024
ECAMA	Electronic Components Assemblies & Materials Association (See ECA)	
EIA	Electronic Industries Alliance (See TIA)	
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (703) 538-1616

**REFERENCES** 01 42 00 - 7

(914) 332-0040

(315) 339-6937

Expansion Joint Manufacturers Association, Inc. www.ejma.org

(Electrostatic Discharge Association)

**ESD** Association

www.esda.org

ESTA	Entertainment Services and Technology Association (See PLASA)	
EVO	Efficiency Valuation Organization www.evo-world.org	(415) 367-3643 44 20 88 167 857
FIBA	Fédération Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Fédération Internationale de Volleyball (The International Volleyball Federation) www.fivb.org	41 21 345 35 45
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
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council U.S. www.fscus.org	(612) 353-4511
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GS	Green Seal www.greenseal.org	(202) 872-6400
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association (See AHRI)	
НММА	Hollow Metal Manufacturers Association (See NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550

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IAPSC	International Association of Professional Security Consultants www.iapsc.org	(415) 536-0288
IAS	International Approval Services (See CSA)	
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. www.icea.net	(770) 830-0369
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
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society (Formerly: Illuminating Engineering Society of North America) www.ies.org	(212) 248-5000
IESNA	Illuminating Engineering Society of North America (See IES)	
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 981-0100
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
IGSHPA	International Ground Source Heat Pump Association www.igshpa.okstate.edu	(405) 744-5175
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
Intertek	Intertek Group (Formerly: ETL SEMCO; Intertek Testing Service NA) www.intertek.com	(800) 967-5352
ISA	International Society of Automation (The) (Formerly: Instrumentation, Systems, and Automation Society)	(919) 549-8411

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	www.isa.org	
ISAS	Instrumentation, Systems, and Automation Society (The) (See ISA)	
ISFA	International Surface Fabricators Association (Formerly: International Solid Surface Fabricators Association) www.isfanow.org	(877) 464-7732 (801) 341-7360
ISO	International Organization for Standardization www.iso.org	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association (See ISFA)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (See CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
МВМА	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MCA	Metal Construction Association www.metalconstruction.org	(847) 375-4718
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MMPA	Moulding & Millwork Producers Association (Formerly: Wood Moulding & Millwork Producers Association) www.wmmpa.com	(800) 550-7889 (530) 661-9591
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and	(703) 281-6613

Fittings Industry Inc.
www.mss-hq.org

	www.mss-nq.org	
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6223 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
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
NHLA	National Hardwood Lumber Association www.nhla.com	(800) 933-0318 (901) 377-1818

NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association (See NWFA)	
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSPE	National Society of Professional Engineers www.nspe.org	(703) 684-2800
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736
NWFA	National Wood Flooring Association www.nwfa.org	(800) 422-4556 (636) 519-9663
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PLASA	PLASA (Formerly: ESTA - Entertainment Services and Technology Association) www.plasa.org	(212) 244-1505
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International (Society of Automotive Engineers) www.sae.org	(877) 606-7323 (724) 776-4841

SBCCI	Southern Building Code Congress International, Inc. (See ICC)	
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040 (610) 363-6888
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 293-1995
SMA	Screen Manufacturers Association www.smainfo.org	(773) 636-0672
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SRCC	Solar Rating and Certification Corporation www.solar-rating.org	(321) 638-1537
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute	(847) 438-8265

	www.steeltank.com	
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWPA	Submersible Wastewater Pump Association www.swpa.org	(847) 681-1868
TCA	Tilt-Up Concrete Association www.tilt-up.org	(319) 895-6911
TCNA	Tile Council of North America, Inc. (Formerly: Tile Council of America) www.tileusa.com	(864) 646-8453
TEMA	Tubular Exchanger Manufacturers Association, Inc. www.tema.org	(914) 332-0040
TIA	Telecommunications Industry Association (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance) www.tiaonline.org	(703) 907-7700
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance (See TIA)	
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UBC	Uniform Building Code (See ICC)	
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technology, Inc.	(800) 938-7488

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	www.usitt.org	(315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
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)	
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 938-5441
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.

DIN	Deutsches Institut für Normung e.V. www.din.de	49 30 2601-0
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
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	(800) 638-2772

	www.cpsc.gov	(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
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory Environmental Energy Technologies Division http://eetd.lbl.gov	(510) 486-4000
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742
SD	Department of State www.state.gov	(202) 647-4000
TRB	Transportation Research Board National Cooperative Highway Research Program www.trb.org	(202) 334-2934
USDA	Department of Agriculture Agriculture Research Service U.S. Salinity Laboratory www.ars.usda.gov	(202) 720-3656
USDA	Department of Agriculture Rural Utilities Service www.usda.gov	(202) 720-2791
USDJ	Department of Justice Office of Justice Programs National Institute of Justice www.ojp.usdoj.gov	(202) 307-0703

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USP U.S. Pharmacopeia (800) 227-8772 www.usp.org (301) 881-0666

**USPS** United States Postal Service

(202) 268-2000 www.usps.com

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations 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.

**CFR** Code of Federal Regulations (866) 512-1800 Available from Government Printing Office (202) 512-1800

www.gpo.gov/fdsys

DOD Department of Defense (215) 697-2664

Military Specifications and Standards

Available from Department of Defense Single Stock Point

http://dodssp.daps.dla.mil

**DSCC** Defense Supply Center Columbus

(See FS)

FED-STD Federal Standard

(See FS)

FS Federal Specification (215) 697-2664

Available from Department of Defense Single Stock Point

http://dodssp.daps.dla.mil

Available from Defense Standardization Program

www.dsp.dla.mil

Available from General Services Administration (800) 488-3111 www.gsa.gov (202) 619-8925

Available from National Institute of Building Sciences/Whole Building (202) 289-7800

Design Guide www.wbdg.org/ccb

**MILSPEC** Military Specification and Standards

(See DOD)

**USAB** United States Access Board (800) 872-2253 www.access-board.gov (202) 272-0080

USATBCB U.S. Architectural & Transportation Barriers Compliance Board

(See USAB)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 42 00** 

### **SECTION 01 50 00**

### **TEMPORARY FACILITIES AND CONTROLS**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
  - Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as an indication by Architect/Engineer that such temporary activity is not required for successful completion of the Work. The use of alternative facilities equivalent to those specified is the Contractor's option, subject to Architect/Engineer's and University acceptance.

### B. Related Requirements:

- 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.
- 2. Section 01 35 46 "Indoor Air Quality" for temporary facility work including HVAC, air filtration, moisture management, air filtration and dust control partitions required to comply with indoor air quality requirements during construction.

### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, University's construction forces, Architect/Engineer, testing agencies, and authorities having jurisdiction.
- B. Use Charges: As follows:
  - 1. For new construction: Arrange for and pay for water, sewer, electric power, steam and chilled water use charges for utility usage by all entities for construction operations.
  - 2. For renovations of existing facilities: Arrange for and University will pay for all use charges.
- C. Temporary Metering: For all utility connection; sub-meter at point of connection to existing systems.
  - 1. Temporary utility meter must be approved by University Campus Energy Engineer.
  - 2. Meters shall be operational prior to any use of utility for temporary heating.

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### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste handling procedures.
  - 5. Other dust-control measures.

### 1.5 QUALITY ASSURANCE

- A. General: Comply with governing regulations and utility company regulations and recommendations for the construction of temporary facilities including, but not necessarily limited to, code compliances, permits, inspections, testing, health, safety, pollution and environmental compliances.
- B. Fire-safety: Comply with NFPA 421 "Standard for Safeguarding Construction, Alteration, and Demolition Operations."
- C. Safety: Comply with ANSI/ASSE A10 "Construction Package" series of safety construction standards.
- D. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- E. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- F. Accessible Temporary Egress: Where temporary accessible egress from existing buildings or portions thereof is provided, comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

### 1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before University's acceptance, regardless of previously assigned responsibilities.

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B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

A. General: Provide both new or used materials and equipment for temporary facilities, which are in substantially undamaged and serviceable condition. Provide types and qualities which are recognized in the construction industry as suitable for the intended use in each application. Comply with Utility Company requirements as applicable.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Insulated, weather-tight, of sufficient size to accommodate needs of University, Architect/Engineer, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.
  - 2. Comply with Section 01 10 00 "Summary" for use of site for staging areas.

### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Digital Camera: Minimum 12 megapixel; available in field office for use.
- C. Thermometer: Outdoor, re-settable type indicating daily maximum and minimum temperatures.
  - 1. Locate in a shaded-from-the-sun, conveniently readable location that will give reasonably accurate readings of the actual air temperature and be reached easily for resetting.
  - 2. Maintain daily log of reading.
- D. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

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### PART 3 - EXECUTION

# 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate, expand and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Use qualified workers for the installation of temporary facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, University, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services. Comply with requirements in Section 01 10 00 "Summary" for existing utility disruption procedures.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. Where available, connect to University's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to University. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Obtain and pay for all required water taps.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Toilets: Use of University's existing toilet facilities is not permitted.
  - 2. Provide temporary toilets within available site area in location approved by University which will best serve the needs of construction personnel.
  - 3. Supply and maintain toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each sanitary facility, and provide appropriate waste paper containers for used materials.
  - 4. At Contractor's option, provide drinking water for construction personnel by either water-system-connected drinking fountains or by containerized tap dispensers with paper cups (or both).
- E. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - 1. HVAC Equipment: Unless University authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
    - Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

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- b. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- c. Permanent HVAC System: If University authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air and exhaust grille in system and remove at end of construction. Clean and adjust HVAC system and put in new condition before Completion as required in Section 01 77 00 "Closeout Procedures".
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
    - Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- H. Electric Power Service: Provide weatherproof, grounded, electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Include, as required, transformers, overload protected disconnects, automatic ground fault interrupters and main distribution switchgear. Maintain equipment in a condition acceptable to University.
  - 1. Install electric power service overhead unless otherwise indicated.
  - 2. Where available capacity exists in existing system, connect temporary service to University's existing power source, as directed by University.
  - 3. Provide separate connection for power and for lighting.
  - 4. Provide sufficient 220v outlets for special tools, welding equipment and similar devices requiring such service at locations where required.
  - 5. Provide sufficient circuits and duplex 120v single phase outlets so located that any part of the work can be reached with a 75 foot extension cord to accommodate normal power tools and supplemental lighting.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - Provide temporary light to levels and as required by governing regulations but not less than minimum 5 foot-candle illumination in all areas accessible to workers during hours they are at the job; minimum 10 foot-candles for shop areas; 20 foot-candles or more where detailed or finishing work is being done, supplemented as may be required.
  - 2. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

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- 3. Install lighting for Project identification sign.
- 4. Where permanent light fixtures have been used for temporary lighting, supply temporary lamps and replace with new lamps at time of Completion.
- 5. Provide lighting in stairways and exits at all times.
- J. Telephone Service: Provide temporary telephone service in Contractor's field office and distribute to each work station.
  - 1. Pay for line installation, monthly charges, and expenses necessary to extend service from minimum point of presence (MPOP) as determined by University I/S.
  - 2. Provide temporary telephone service in common-use facilities for use by all construction personnel.
  - 3. Provide answering machine and a dedicated telephone line for a facsimile machine.
  - 4. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect/Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to University.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
  - 1. Surface temporary access road with road base material of not less than 4 inch thickness and compact.
  - 2. Provide temporary signage and temporary pedestrian accessways or other special considerations necessary for continued University operations.
  - 3. Provide stop sign(s) at all points of egress from construction site to meet standards established in the Manual of Uniform Traffic Code Devices (MUTCD).
  - 4. Maintain University access to areas affected by temporary access roads during inclement weather.
  - 5. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
  - 6. Restore to original condition to satisfaction of University when no longer required.
- C. Temporary Walks: Construct and maintain temporary walks around the construction work and to offices, toilets and similar locations on the site.
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Comply with requirements in Section 01 10 00 "Summary."
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

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- 2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs at locations indicated or directed. Unauthorized signs are not permitted.
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."
  - 1. Obtain necessary permits and approvals from City and County of Denver.
  - 2. Provide waste chutes as required in accordance with applicable laws and regulations.
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel. The selection of type, size and number of hoisting facilities is the solely the responsibility of the Contractor.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Temporary Elevator Use: Use of elevators is not permitted without prior written approval of the Architect/Engineer and University Project Manager.
  - 1. If so approved, only one designated elevator may be used subject to the requirements of "Existing Elevator Use" paragraph below.
- K. Existing Elevator Use: When approved by University, one designated existing elevator may be used at no charge to Contractor or other subcontractors for transporting personnel, small tools, materials, and equipment. Comply with requirements of Section 01 10 00 "Summary" and the following:
  - 1. Contractor will not be granted exclusive use of the designated elevator. University personnel and staff will be permitted to use this elevator as their work duties require.
  - 2. Entire car is lined (floor, walls, ceiling) with 3/4 inch Fir plywood or equivalent.
  - 3. Total load carried does not exceed rated capacity of elevator.
  - 4. No materials, equipment, trash, tools or other items too large to be readily moved into and out of the car may be carried in the elevator.
  - 5. Before acceptance of the building, linings are removed; all exposed surfaces are in new condition; all controls, relays, other parts showing any wear have been replaced.
  - 6. Entire elevator, including machinery, electrical components, doors, operators and controls shall be tested, adjusted, and put in new condition with specified warranties and maintenance to take effect at date of Completion Certificate.
  - 7. Written clearance has been obtained from the Elevator Service Company stating that the installation is safe and complete for this use prior to using it.
  - 8. The Contractor signs the Elevator Service Company's standard agreement and release forms for this usage and pays charges for maintenance, service, repairs, and reconditioning.
- L. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- M. Existing Stair Usage: Use of University's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to University. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

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N. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

#### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Protection of Work: Protect in-progress and completed work from damage or deterioration, other than normal weathering of exposed materials, through construction duration until completion, as appropriate and as recommended by manufacturer and Installer.
  - 1. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects, and storage.
  - 2. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and landscaped areas.
  - 3. Always protect excavation, trenches, and building, from damage from rain water, spring water, ground water, backing up of drains or sewers. Provide pumps, equipment, enclosures, to provide this protection.
  - 4. Remove protective coverings and materials at the appropriate time but no later than final cleaning operations.
- C. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 01 10 00 "Summary."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  - 1. Comply with Section 01 41 00 "Regulatory Requirements" Article "MS4 Storm Water and Water Quality Permits."
  - 2. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  - 3. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 4. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 5. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with Section 01 41 00 "Regulatory Requirements" Article "MS4 Storm Water and Water Quality Permits."
- F. Tree and Plant Protection: Install temporary fencing or guard located outside the drip line of trees to protect vegetation from damage arising out of construction operations, including cutting, breaking or skinning of roots and skinning or bruising of bark. Protect tree root systems from damage, flooding, and erosion.
  - 1. Do not stockpile construction materials or excavated materials inside dripline.
  - 2. University will identify historically recorded trees and vegetation not to be disturbed.
  - 3. Water trees and other vegetation to remain as required to maintain their health for the duration of the Project.

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- 4. Repair or replace trees and vegetation damaged by construction operations in a manner acceptable to Architect/Engineer. Use a qualified tree surgeon to perform the work.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- H. Site Enclosure Fence: Within 10 business days of mobilization, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates and will protect adjacent sites from damage or contamination..
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide bases for supporting posts.
  - 3. Locate so base supports do not extend outside work area where adjacent to walkways.
  - 4. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to University.
- I. Security: Provide security program and facilities to protect the Work, existing facilities, and University operations and to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. Coordinate with University Police.
  - 2. Provide lockable entrances and lock entrances at end of each work day.
  - 3. After review and approval by University, install temporary enclosure around partially completed areas of construction.
  - 4. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting wherever required to prevent accidents and losses.
- K. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- L. Covered Walkway: Where regulations require or where a public roadway/walkway adjoins the Project site and materials may be hoisted across the walkway, erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
  - 1. Construct covered walkways using scaffold or shoring framing.
  - 2. Provide overhead waterproof decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
  - 3. Paint and maintain appearance of walkway for duration of the Work in a manner acceptable to the Architect/Engineer and University.
  - 4. Extend back wall beyond structure to complete the enclosure fence.
- M. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

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- 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- 2. Coordinate temporary enclosures with ventilating and drying-of-the-work requirements, so as to avoid dangerous conditions and deleterious effects.
- 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
- N. Temporary Partitions: Provide floor-to-floor or floor-to-ceiling dustproof partitions terminating in dustproof floor or ceiling above to limit dust and dirt migration and to separate existing active elevator hoistways and other areas occupied by University from dust, fumes and noise in compliance with Section 01 35 46 "Indoor Air Quality" and the following:
  - 1. Construct dustproof partitions with 5/8 inch gypsum wallboard with joints taped on occupied side, and 1/2 inch fire-retardant-treated plywood on construction operations side.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Insulate partitions to control noise transmission to occupied areas.
  - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 5. Protect air-handling equipment.
  - 6. Provide walk-off mats at each entrance through temporary partition.
  - 7. At elevator hoistway entrances not used during construction, seal openings with plastic sheet and duct tape.
- O. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Fire Extinguishers: Minimum one per floor at or near useable exit.
    - Provide additional extinguishers where convenient and effective for intended purpose.
    - b. Comply with NFPA 10 to the extent applicable.
  - 2. Strictly enforce site prohibition against smoking.
  - 3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 4. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Coordinate with University Project Manager to review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 5. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
  - 6. Maintain unobstructed access to fire extinguishers, temporary fire protection facilities, stairways and other access routes for fighting fires.
  - 7. Store combustible materials in containers in fire-safe locations.
  - 8. Permanent Fire Protection System: Complete and make operational at earliest possible date. Instruct site personnel on use of permanent system.

#### 3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Comply with requirements in Section 01 35 46 "Indoor Air Quality Procedures."

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## 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
  - 1. Do not permit temporary offices and similar temporary or permanent spaces to be used as living guarters or for other unintended occupancies or uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Janitorial Services: Provide daily janitorial services for temporary offices, toilets, and similar areas at the project site. Require users of other temporary facilities to maintain clean and orderly premises.
- D. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- E. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- F. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion, unless Architect/Engineer requests that it be retained for a longer period of time. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. University reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

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#### **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.
  - 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.

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#### 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.
  - 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 power-operated 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).

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## 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.
- 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."

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## 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

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- 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.
- 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 matches.
  - 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.

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## 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.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

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#### **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.

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- 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:
  - 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.
    - 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.
  - Include certified statement that lines and levels of the work comply with the requirements
    of the Contract Documents and listing authorized or accepted deviations, crossreferenced 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.

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- 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."

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- 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 in-place 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.
  - 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.
    - 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.

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- 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.

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- 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.
  - 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.

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- 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.
  - 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:

- 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.
  - 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.

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- B. Responsibility: Provide cutting and patching work, including attendant excavation and backfill required to complete the Work or to:
  - 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.

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- 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.
  - 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 evenplane 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.
  - 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.
  - 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.

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- 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.

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- 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.
  - 22. Unusual wear or other misuse.
  - 23. Contact between incompatible materials.
  - 24. Misalignment.
  - 25. Excessive weathering.
  - 26. Unprotected storage.
  - 27. Improper shipping or handling.
  - 28. Theft.
  - 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.

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#### 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.

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- 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 quarantees 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."

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#### 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.
  - 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.

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## 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.
    - I. Remove labels that are not permanent.

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- 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.
  - 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.
    - 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.
  - University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List.

#### **END OF SECTION 01 77 00**

#### **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:

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- 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.

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- 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.
  - 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.

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## 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.

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- 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.

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- 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.

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#### 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 delegated-design 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.

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- 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.
    - I. 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.

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- 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.

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#### 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.
  - 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**

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#### **SECTION 03 30 00**

#### **CAST-IN-PLACE CONCRETE**

#### **PART 1 GENERAL**

#### 1.1 SUMMARY

A. Section Includes: Supply and placement of ready-mix concrete, including formwork, reinforcement, concrete materials, mix design, batching procedures, placement procedures, finishes, curing and protection.

### 1.2 REFERENCES

- A. All references shall be latest edition as of Specification date, unless otherwise noted with -##, where ## indicates the publication year.
- B. Reference Guides:
  - 1. American Concrete Institute (ACI):
    - a. 305R: Guide to Hot Weather Concreting.
    - b. 306R: Guide to Cold Weather Concreting.

#### C. Reference Standards:

- 1. American Concrete Institute (ACI):
  - a. 117: Specification for Tolerances for Concrete Construction and Materials and Commentary.
  - b. 301: Specifications for Structural Concrete.
  - c. 318: Building Code Requirements for Structural Concrete
- 2. ASTM International:
  - A615: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
  - b. A1064: Standard Specification for Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
  - c. C31: Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - d. C33: Standard Specification for Concrete Aggregates.
  - e. C39: Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - f. C42: Standard Test Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
  - g. C94: Standard Specification for Ready-Mixed Concrete.
  - h. C143: Standard Test Method for Slump of Hydraulic-Cement Concrete.
  - i. C150: Standard Specification for Portland Cement.
  - j. C171: Standard Specification for Sheet Materials for Curing Concrete.
  - k. C172: Standard Practice for Sampling Freshly Mixed Concrete.
  - 1. C231: Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
  - m. C260: Standard Specification for Air-Entraining Admixtures for Concrete.
  - n. C494: Standard Specification for Chemical Admixtures for Concrete.

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- o. C595: Standard Specification for Blended Hydraulic Cements.
- p. C856: Standard Practice for Petrographic Examination of Hardened Concrete.
- q. C1064: Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
- r. C1077: Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
- s. C1152: Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete.
- t. C1218: Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
- u. C1260: Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method).
- v. C1293: Standard Test Method for Determination of Length Change of Concrete Due to Alkali-Silica Reaction.
- w. C1524: Standard Test Method for Water-Extractable Chloride in Aggregate (Soxhlet Method).
- x. C1567: Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar Bar)
- y. C1778: Standard Guide for Reducing the Risk of Deleterious Alkali-Aggregate Reaction in Concrete.
- z. D994: Standard Specification for Preformed Expansion Joint Filler for Concrete
- aa. D1752: Standard Specification for Preformed Sponge Rubber, Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
- bb. D7174: Standard Specification for Preformed Closed-Cell Polyolefin Expansion Joint Fillers for Concrete Paving and Structural Construction
- 3. Concrete Reinforcing Steel Institute (CRSI):
  - Manual of Standard Practice.

### 1.3 **DEFINITIONS**:

- A. Concrete Mixture: A single combination of materials as specified. Changes to material sources or proportions shall constitute a new concrete mixture.
- B. Final point of discharge: The point from which the concrete last leaves the conveying equipment, such as a pump or bucket intended to deposit into its final position in the element for which it was intended.
- C. Discharge for Placement: The discharge of the concrete, from the final point of discharge, into the final element for which it was intended.
- D. Testing Agency: Third party testing agency qualified to perform the testing specified.
- E. The term concrete, ready-mix, material, replacement material, and repair material shall generally refer to the ready-mix concrete mix used to perform the work.

# 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Pre-placement Meeting:
  - 1. Conduct meeting at Site.
  - 2. Review requirements for concrete Work, including:

Construction schedule.

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- b. Availability of materials, personnel, equipment, and facilities needed to make progress and avoid delays.
- c. Site use, access, staging, and set-up location limitations.
- d. Forecast weather conditions.
- e. Placement procedures.
- f. Special details.
- g. Minimum cure period.
- h. Testing and inspection requirements.
- i. Temporary protection and repair of damaged concrete.
- j. Structural loading limitations.
- k. Government regulations.
- 3. Contractor's Site superintendent, Owner's Representative, and Architect/Engineer shall attend.

### 1.5 SUBMITTALS

- A. Contractor Qualifications (for information only): Evidence that Contractor's existing company has minimum five years of continuous experience in similar concrete work; list of at least five representative, successfully-completed projects of similar scope and size, including:
  - 1. Project name.
  - 2. Owner's name.
  - 3. Owner's Representative name, address, and telephone number.
  - 4. Description of work.
  - 5. Project supervisor.
  - 6. Total cost of concrete work and total cost of project.
  - 7. Completion date.
- B. Mock-up Plan (for information only): Prior to field execution of mock-ups, provide detailed description of materials, methods, techniques, equipment, sequence of operations, and quality control procedures to be used during the mock-up, including but not limited to the following:
  - 1. Schedule.
  - 2. Protection of surrounding materials on project site.
  - 3. Concrete mixing.
  - 4. Concrete placement.
  - 5. Concrete curing.
- C. Reinforcing Steel:
  - 1. Mill test reports for steel reinforcement, indicating conformance with ASTM A615/A615M.
- D. Joint Layout: Proposed construction, control, and isolation joint layout required for Work.
- E. Design Mixes: For each concrete mix, including required test reports.
  - 1. Proportions of materials.
  - 2. Mill tests and certification for cement, fly ash, and slag cement. Certification for silica
  - 3. Sieve analysis for fine and coarse aggregate.
  - 4. Test results for deleterious substances in aggregates and potential aggregate reactivity.

5. Air content during laboratory tests.

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- 6. Three-, seven-, and 28-day laboratory compression test results. Minimum three cylinders at each test age.
- 7. Indicate:
  - a. Target slump at time of placement
  - b. Amount of mix water to be withheld for later addition at Site.
- F. Field Quality Control:
  - 1. Batch tickets for ready-mix concrete.
  - 2. Fresh material testing.
  - 3. Compressive strength testing.

#### 1.6 QUALITY ASSURANCE

- A. Contractor Qualifications: Experienced firm that has successfully completed concrete work similar in material, design, and extent to that indicated for the Project. Must have successful construction with specified materials in local area in use for minimum of five years.
  - 1. Employ foreman with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during the Work. Do not change foreman during the course of the Project except for reasons beyond the control of Contractor; inform Architect/Engineer in advance of any changes.
- B. Ready-Mix Supplier Qualifications: ASTM C94/C94M; Certification of Production Facilities and Delivery Vehicles by National Ready Mixed Concrete Association.
- C. Samples: Provide (3) minimum 12" by 12" samples of concrete for approval of color by Owner.
- D. Mock-ups: Construct mock-ups to demonstrate construction procedures, quality of Work, and aesthetic effects.
  - 1. Provide Owner and Architect/Engineer with a schedule for mock-up activities at least one week prior to start of mock-up work. Clearly define sequence of work including required hold point observations.
  - 2. At location selected by Owner, place, finish, and cure a minimum 5 foot by 5 foot area. Mockup locations will be selected after schedule and work sequence is submitted by contractor. Use personnel, equipment, materials, and procedures proposed for use on Project.
  - 3. Provide access to mock-up locations during Work, and after, to allow for completion of observations and testing.
  - 4. Photograph concealed portions of mock-up before concealing, and retain photographs at Site, regardless of observation by Architect/Engineer and inspection by Testing Agency or Special Inspector.
  - 5. Coordinate performance of, or perform, quality measures and testing as required by this section; including, but not limited to:
    - a. Reinforcing steel special inspections.
    - b. Fresh or plastic concrete material testing.
    - c. Compressive strength testing.
  - 6. If Owner's Representative determines mock-up does not comply with requirements, modify mock-up or construct new mock-up until mock-up is approved. Remove and replace mock-ups that are not approved.

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7. Approved mock-ups shall be maintained in undisturbed condition throughout Project as basis for acceptance of completed work and may become part of completed Work if undisturbed at time of Substantial Completion.

# 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials or structure.
- B. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- C. Handle and place materials in strict accordance with safety requirements required by material manufacturers; Safety Data Sheets (SDS); and local, state, and federal rules and regulations. Maintain Safety Data Sheets (SDS) with materials in storage area and available for ready reference on Site.
- D. Deliver, store, and handle reinforcing steel to prevent bending and damage.

#### **PART 2 PRODUCTS**

#### 2.1 FORM MATERIALS

- A. Forms: Plywood, lumber, metal, plastic, or another approved material.
  - 1. Provide plywood and lumber dressed on at least two edges and one side for tight fit.
  - 2. Do not use rust-stained, steel, form-facing material.
  - 3. Furnish panels in largest practicable sizes to minimize number of joints.

#### B. Accessories:

- 1. Chamfer Strips: Wood, metal, PVC, or rubber strips, match adjacent concrete work or as specified on the construction documents.
- 2. Form Ties: Factory-fabricated; removable or snap-off metal or glass-fiber-reinforced plastic form ties; designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - a. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of the exposed concrete surface.
  - b. Furnish ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.
  - c. Furnish ties with integral water-barrier plates for walls indicated to receive dampproofing or waterproofing.
- 3. Form-Release Agent: Commercially-formulated form-release agent that will not bond with, stain, or adversely affect the concrete surface and will not impair subsequent treatments of the concrete surface.
  - a. Formulate form-release agent with rust inhibitor for steel, form-facing materials.

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### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed.
- B. Welded Wire Reinforcing (WWR): ASTM A1064, fabricated from as-drawn steel wire with 65,000 pounds per square inch minimum yield strength.
  - 1. Provide welded wire reinforcing in flat sheets, not rolls.

#### C. Accessories:

- 1. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcing in place. Manufacture bar supports according to CRSI Manual of Standard Practice from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than specified for the repair.
  - a. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.

# 2.3 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of same brand from same manufacturer's plant, each aggregate from one source, and admixtures through one source from single manufacturer.
- B. Portland Cement: ASTM C150, Type I or II.
- C. Fly Ash: ASTM C618, Class F or C.
- D. Ground-Granulated Blast-Furnace Slag (GGBFS): ASTM C595.
- E. Silica Fume: ASTM C1240, amorphous silica.
- F. Aggregates: ASTM C33; from single source with documented record of at least ten years of satisfactory service using similar aggregates and cementitious materials in similar applications and service conditions.
  - 1. Coarse Aggregates: Uniformly graded; 3/4-inch nominal maximum size; Class 4S.
  - 2. Alkali Reactivity: Coarse and fine aggregates shall have expansion indicative of innocuous behavior; that is, less than 0.08 percent expansion after 16 days when tested according to ASTM C1260.
    - a. ASTM C1293 or ASTM C1567 procedures may be substituted for ASTM C1260.
    - b. If one or more of the aggregate expansions exceed 0.08 percent at 16 days per ASTM C1260, then perform ASTM C1567 testing of that aggregate including supplementary cementitious material type and replacement percent showing mitigation of expansive reaction per ASTM C1778. The expansion of the test specimens, tested in accordance with ASTM C1567 as required, shall not exceed 0.08 percent at 16 days.
    - c. If ASTM C1567 testing is required to mitigate expansion, the concrete mixtures containing that aggregate must contain the same supplementary cementitious material type and minimum proportion showing mitigation in the ASTM C1567 testing.
    - d. All testing shall be performed within the last year.

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G. Water: Potable.

#### H. Admixtures:

- 1. General: Admixtures certified by manufacturer to contain no more than 0.1 percent chloride ions and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
  - a. Air-Entraining Admixture: ASTM C260.
  - b. Water-Reducing Admixture: ASTM C494, Type A.
  - c. High-Range, Water-Reducing Admixture: ASTM C494, Type F.
  - d. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.
  - e. Water-Reducing and Retarding Admixture: ASTM C494, Type D

### 2.4 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mixes or field-test data, according to ACI 301.
  - 1. Use qualified independent testing agency conforming to requirements of ASTM C1077 for preparing, testing, and reporting proposed mix designs for laboratory trial mix basis.
- B. Proportion normal-weight concrete mix as follows:
  - 1. For Exposure Categories (ACI 318): F3, S0, W1, C2
  - 2. Minimum 28-day Compressive Strength: 5,000 pounds per square inch.
  - 3. Maximum Water-Cementitious Materials Ratio, by weight: 0.40.
  - 4. Fly Ash: Include 10 percent by mass minimum, 25 percent maximum of total cementitious materials, as cement replacement.
  - 5. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content of 6 percent for 3/4-inch nominal aggregate size. Tolerance for air content shall be plus 1.5 percent and minus 1.5 percent of value listed, no additional tolerance allowed.
  - 6. Admixtures: Use admixtures according to manufacturer's written instructions.
    - a. Use water-reducing admixture. Alternately use high-range, water-reducing admixture (superplasticizer), as required, for placement and workability.
    - b. Use retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 7. No chlorides shall be intentionally introduced into concrete mix.
    - a. In hardened concrete, limit acid-soluble chloride ion content to 0.10 percent by weight of cement when tested according to ASTM C1152, or water-soluble chloride ion content to 0.08 percent by weight of cement when tested according to ASTM C1218.
    - b. If hardened concrete exceeds chloride ion limits above, limit water-extractable chloride ion content to 0.08 percent by weight of cement when tested according to ASTM C1524.

### 2.5 CURING MATERIALS

- A. Water: Potable.
- B. Moisture-Retaining Cover: ASTM C171, white burlap-polyethylene sheet.

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### 2.6 ISOLATION JOINT MATERIALS

- A. Provide concrete isolation joint materials conforming to ASTM D994, ASTM D1752, or ASTM D7174.
  - 1. Minimum isolation joint material thickness: 1/2-inches, unless otherwise noted.
  - 2. Isolation joint material shall be flexible and uniformly surround all applicable features.
  - 3. Install isolation joint material per manufacturer's guidelines including but not limited to the use of compatible joint sealant material.

#### **PART 3 EXECUTION**

#### 3.1 SAMPLES AND CONCRETE MOCKUPS

- A. Refer to Item 1.6-D for additional information.
- B. Contractor to perform sample mock-ups for concrete.
- C. The concrete materials and finishing techniques shall be such as to create a surface and appearance, finish, and appearance approved by Owner. Methods of finishing and curing utilized in mock-up will be used in production.
- D. No work shall proceed on the plaza until review and approval of samples and mock-ups.
- E. Approved samples and mock-ups to be retained as the standard during the duration of the project.

### 3.2 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of concrete.
  - 1. Ensure that work done by other trades is complete and ready for concrete Work.
  - 2. Verify that areas and conditions under which concrete Work is to be performed permit proper and timely completion of the Work.
  - 3. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance of concrete and recommend corrections.
  - 4. Do not proceed with concrete Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
  - 5. Commencing concrete Work constitutes acceptance of Work surfaces and conditions.

#### 3.3 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated.
  - 1. Form openings, chases, offsets, keyways, reglets, blocking, screeds, and bulkheads required in Work.

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- 2. Construct forms tight enough to prevent loss of concrete paste.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, and recesses, for easy removal.
- D. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.
- E. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris immediately before placing concrete.
- F. Retighten forms and bracing before placing concrete to prevent mortar leaks and maintain proper alignment.
- G. Removing and reusing forms
  - 1. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support the weight of concrete, may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete, provided concrete is hard enough not to be damaged by form-removal operations and provided curing and protection operations are maintained.
  - 2. Clean and repair surfaces of forms to be reused in the Work. Do not use split, frayed, delaminated, or otherwise damaged form-facing material, or patched forms, for exposed surfaces.

### 3.4 PLACING REINFORCEMENT

- A. General: Comply with CRSI Manual of Standard Practice for fabricating and placing reinforcement.
- B. Welded Wire Reinforcing shall conform to the recommendations of the Wire Reinforcing Institutes WWR 400-R-03.
- C. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- D. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- E. Do not weld reinforcement unless specifically approved by Architect/Engineer.
- F. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- G. Install welded wire reinforcing in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing plus two inches. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire. Use only sheets, not rolls.

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### 3.5 EMBEDDED ITEMS

A. Place and secure items to be embedded in concrete.

#### 3.6 INSTALLATION OF ADHESIVE ANCHORED STEEL ITEMS

- A. Drill, clean and install adhesive and anchored item in accordance with adhesive material manufacturer's requirements, and those listed below. If a conflict exists between the requirements of these specifications and the adhesive manufacturer, notify Architect/Engineer and request direction.
  - 1. Locate existing reinforcement with reinforcing bar locator and position holes to avoid existing reinforcement.
  - 2. Do not damage existing reinforcement.
  - 3. Drill hole diameter larger than anchored item diameter as required by adhesive manufacturer.
- B. Clean holes with stiff brush and dry, oil-free compressed-air jet to remove loose concrete, dust, and debris.
- C. Inject adhesive with tube into back of hole and fill hole to front, withdrawing tube.
  - 1. Carefully proportion and mix two-part adhesives according to manufacturer's directions. Scrape out entire contents of both containers to assure accurate proportions.
  - 2. Mix adhesive for approximately three minutes with paint stirrer attached to low speed (400 to 600 rpm) electric or pneumatic drill, unless otherwise specified by manufacturer. Move stirrer up and down and around sides of mixing container until even, streak-free color is attained. Do not whip in air.
  - 3. Install sufficient adhesive material to completely fill annular space around item.
- D. Insert item to bottom of hole and secure in center of hole until adhesive has set.
- E. Promptly remove excess adhesive.

# 3.7 BATCHING AND MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94, and furnish batch ticket information.
  - 1. Deliver concrete to Site and discharge within 90 minutes or before 300 revolutions of mixer drum, whichever comes first, after introduction of mix water. When air temperature is between 85- and 90-degrees F, reduce mixing and delivery time to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes. Concrete that exceeds the specified time or revolution limits shall be rejected.
  - 2. High range water-reducing admixtures may be added on site to increase slump, but only at the guidance of the ready-mix producer. Introduce high-range, water-reducing admixture at the Site with additional mixing per the manufacturer's recommendations. If unspecified, 70 revolutions of the drum shall be required to ensure proper mixing. Do not add water and superplasticizer at the same time.
  - 3. Site added water shall be only that amount withheld during initial batching as trim or held water and be clearly indicated on the batch ticket. Water shall only be added at the guidance of the ready-mix producer. Do not exceed mix design w/cm with site added water. Water addition at site shall be performed only once, meaning initial discharge, water addition,

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- mixing, and second/final discharge. If unspecified by ready-mix producer, 70 revolutions of the drum shall be required to ensure proper mixing.
- 4. Air adjustments may be made once at the site after initial discharge of material. Air adjustments shall be made only at the guidance of the ready-mix producer.
- 5. All tests of record shall be performed after all changes or additions to the concrete have occurred.

### 3.8 PLACEMENT

- A. Before placing concrete, verify the following:
  - 1. Installation of formwork, reinforcement, and embedded items is complete.
  - 2. Concrete surfaces and forms are clean of frost, ice, mud, debris, and water.
  - 3. Forms are thoroughly wetted or oiled.
  - 4. Reinforcement is securely tied in place and thoroughly cleaned of ice and other coatings that may reduce or destroy bond with concrete.
  - 5. Required inspections have been performed.
  - 6. Equipment for transporting concrete is clean.
  - 7. Vibrators are operational, if required.
- B. Convey material from the mixer to the place of deposit in a manner such that no segregation or loss of materials occurs.
- C. Place concrete as near as possible to its final position to avoid segregation due to re-handling or flowing.
  - 1. Do not allow concrete material to fall a vertical distance greater than 4-feet from the point of discharge to the point of deposit.
  - 2. Do not allow concrete material to disturb or displace reinforcing bars, floor drains, or other embedments.
- D. Place concrete at a rate so that it is plastic and flows readily into corners of forms and into spaces around reinforcing bars.
- E. Place concrete continuously until the volume or section is completed, with no cold joints.
  - 1. Dispose of concrete that has partially set prior to placement or that has been contaminated by foreign material.
- F. Consolidate concrete with mechanical vibrating equipment, so that the concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 1. Use internal vibrators with minimum speed of 7,000 vibrations per minute and that are sufficiently narrow to fit into spaces between reinforcing bars, formwork, and existing concrete. Have extra vibrators at the Site in case a vibrator does not work.
  - 2. Do not use vibrators to transport concrete.
  - 3. Insert and withdraw vibrators vertically at uniformly spaced locations no farther apart than the visible effectiveness of the vibrator.
  - 4. At each insertion, limit the duration of the vibration to the time necessary to consolidate the concrete without causing mix constituents to segregate.
  - 5. For slabs:
    - a. Strike-off the surface and consolidate the concrete with a vibrating screed, to the correct elevation.

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- b. Slope surfaces uniformly to drains where required.
- c. Before excess bleed water appears on the surface, use a wood bull float, darby, or modified highway straightedge to form a uniform, planar, open-textured surface. Do not further disturb the surface before starting finishing operations.
- G. Cold-Weather Placement: Protect concrete Work from physical damage or reduced strength due to frost, freezing, or low temperatures. Refer to ACI 306R for guidance and comply with the following.
  - 1. When the air temperature has fallen or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at the point of placement. Mix water and aggregates together before adding cement. Do not add cement if the temperature of the water/aggregate mixture exceeds 70 degrees F.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix design.
- H. Hot-Weather Placement: Protect concrete Work from physical damage or reduced strength due to rapid evaporation or overheating of concrete. Refer to ACI 305R for hot-weather conditions that may adversely affect concrete placement, finishing, and curing. Do not allow the temperature of the concrete at the time of placement to exceed 90 degrees F. When hot-weather conditions exist, use one or more of the following procedures:
  - 1. Place concrete at night or early in morning.
  - 2. Cool ingredients before mixing to maintain the concrete temperature below 90 degrees F at the time of placement. Chilled mixing water or chopped ice may be used to control the temperature; include the water equivalent of the ice in the mixing water quantity. Use liquid nitrogen to cool the concrete at Contractor's option.
  - 3. Cover steel reinforcement with water-soaked burlap so the steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
  - 4. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep the subgrade moisture uniform without standing water, soft spots, or dry areas.
  - 5. Provide windbreaks or sunshades, or both.

#### 3.9 FINISHING SLABS

- A. Do not wet concrete surfaces or add cement.
- B. Do not use finishing aids of any kind, or any other product or material added to the surface and worked into the concrete during finishing.
- C. Float and broom finish.
  - 1. Float finish: Consolidate the surface with a power-driven float or by hand floating if the area is small or inaccessible to a power-driven float. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until the surface is left with uniform, smooth, granular texture.
  - 2. Medium-Broom Finish: Apply medium-broom finish, perpendicular to traffic flow, on top surfaces subjected to vehicular or pedestrian traffic.

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- D. The finished surface flatness shall be such that the measured gaps between the slab surface and an unleveled, freestanding, 10-foot-long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed 3/8-inch.
- E. Hot-Weather Conditions: Fog the surface with water if hot, dry, or windy conditions cause moisture loss approaching 0.2 pounds per square foot per hour before or during finishing operations (value may be estimated using ACI 305R-20, Figure 4.1.4).

#### **3.10 JOINTS**

- A. Locate construction and control joints per approved submittal. Ensure joints are evenly spaced and either parallel or perpendicular to existing structures unless otherwise noted on drawings.
- B. Construction Joints:
  - 1. Construct joints true to line with faces perpendicular to the surface plane of the concrete.
  - 2. Place joints perpendicular to the main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 3. Provide sufficient joints so that members or sections can be cast continuously.
  - 4. Locate joints in slabs, beams, joists, and girders in middle third of spans.

### C. Control Joints:

- 1. Construct joints true to line with faces perpendicular to the surface plane of the placement.
- 2. Provide tooled control joints, as default unless adjacent construction uses sawcut joints.
- 3. If sawcut joints are necessary, sawcut as soon as possible without damaging surface of concrete. In no instance shall this occur after the concrete is expected to reach 1,500 psi. Sawcut joints at least 1/3 of slab depth or 1 inch, whichever is greater. Do not damage reinforcing with sawcut.
- D. Isolation Joints: Form isolation joints with preformed filler at walls, columns, drains, and other locations noted on Drawings.
  - 1. Install isolation joints at locations to match existing
  - 2. Ensure adequate depth of joint material to allow for sealant installation.

#### 3.11 CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
  - 1. Maintain concrete above 55 degrees F and in a moist condition for at least seven days after placing for ready-mix concrete.
- B. Unformed Top Surfaces: Use moisture-retaining cover.
  - 1. Begin curing within 30 minutes after finishing concrete.
  - 2. Place cover in widest practicable width, with sides and ends lapped at least 12 inches.
  - 3. Seal sides and ends of cover by holding down with soil, concrete pieces, or some other weight, or by using waterproof tape or adhesive.
  - 4. Immediately repair holes or tears in cover during curing period, using cover material and waterproof tape.
  - 5. Re-wet concrete surface as necessary to maintain moist condition for a minimum of 7 days.

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C. No construction traffic shall be permitted on the new concrete for at least 3 days and until the concrete has achieved at least 75 percent of its specified 28-day compressive strength.

### 3.12 QUALITY CONTROL

- A. Submit batch tickets for ready-mix concrete.
- B. Owner will engage a qualified independent testing and inspecting agency to sample materials and perform tests prior to, during, and after concrete placement.

### C. Provide:

- 1. Access to Work.
- 2. Materials for sampling.
- 3. Site facilities for sampling, testing, and storage of materials.
- 4. Incidental labor.
- 5. Disposal of concrete or materials related to testing.
- 6. Cleaning or washout materials and facilities.
- D. Testing Services: Sampling and testing of composite samples of fresh concrete material shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample of each concrete mix for each day's pour exceeding 500 square feet.
  - 2. Take samples from ready-mix truck or mixer during discharge according to ASTM C172.
  - 3. Slump testing:
    - a. Perform one slump test on each composite sample in accordance with ASTM C143 on all concrete materials with a design slump less than or equal to 10 inches.
      - 1) Perform one test on the first two ready-mix trucks. Perform additional tests when concrete material consistency appears to change.
  - 4. Air Content: Per ASTM C231; one test for each composite sample.
  - 5. Concrete Temperature: Per ASTM C1064
    - a. On ready-mix concrete perform one test for each composite sample; and one test hourly when air temperature is 40 degrees F and below or 80 degrees F and above.
  - 6. Compression Test Specimens: ASTM C31. Use 4-inch by 8-inch cylinders.
    - a. Standard-cured (lab-cured): Cast and test seven standard cure cylinder specimens for each composite sample.
    - b. Field-cured: If requested by Architect/Engineer, or at the discretion of the Contractor, take additional sets of specimens and field cure in the vicinity of the area that they represent and in the same manner as that portion of the material.
  - 7. Compressive-Strength Tests: ASTM C39.
    - a. Standard-cured (lab-cured): Test three standard-cured specimens at seven days, and three at 28 days. Hold the final specimen in reserve in case additional testing is required.
    - b. Field-cured (if requested by Architect/Engineer): Test three field-cured specimens at seven days, and three at 28 days. Hold the final specimen in reserve in case additional testing is required
  - 8. Test results shall be reported in writing to Owner's Representative, Architect/Engineer, concrete supplier, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain:
    - a. Name of concrete testing and inspecting agency.

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- b. Project identification name.
- c. Date of concrete placement.
- d. Specific location of concrete batch in Work.
- e. Concrete mix number, design compressive strength at 28 days, design slump range, and design air content range.
- f. Specimen number, cylinder size, dates of compression tests, compressive breaking strengths and types of break for seven- and 28-day tests, and measured spread, air content, and air and concrete temperatures.
- g. Statement that indicates whether test results are in conformance with Specifications.
- 9. Concrete strength is satisfactory if the average of the 28-day standard-cured compressive-strength tests equals, or exceeds, the specified 28-day compressive strength and no test value is more than 500 pounds per square inch less than the specified 28-day strength. Strength tests confirming 28-day strength are acceptable at earlier ages.
- 10. When the compressive strength of field cured specimens is less than 85 percent of the companion standard cured cylinders, evaluate operations and provide corrective procedures for protecting and curing the in-place concrete.
- 11. Non-Conforming Concrete:
  - a. If tests indicate that concrete is not in conformance with the Specification, remove and replace non-conforming concrete or perform additional testing, acceptable to Architect/Engineer, to verify conformance with the Specification, at no cost to Owner.
  - b. Procure core samples in accordance with ASTM C42.
  - c. If tests indicate that the slump, air entrainment, or other requirements have not been met, examine core samples petrographically, according to ASTM C856, to evaluate hardened concrete characteristics. Design intent for desired hardened concrete properties shall be based on the Specification, and applicable portions of ACI 201.2R, as determined by Architect/Engineer.
  - d. If compressive-strength tests do not meet the acceptance requirements, procure three core samples from each portion of the structure represented by the unsatisfactory test(s), and test in compression. The strength of concrete in the area represented by core tests is satisfactory if the average of three compressive strength tests equals or exceeds 85 percent of the specified 28-day compressive strength and no compressive-strength test value is less than 75 percent of the specified 28-day compressive strength. If strength acceptance criteria are not met, remove and replace non-conforming concrete areas at no cost to Owner.
  - e. Perform additional inspection and testing, at no cost to the Owner, to determine the compliance of replaced or additional Work with requirements.

### 3.13 CONCRETE REPAIR DEFECTS

- A. Repair defective areas designated by Architect/Engineer. Remove and replace concrete that cannot be repaired to Architect/Engineer's satisfaction.
- B. Surface defects on exposed surfaces include:
  - 1. Voids, spalls, air bubbles, honeycomb, and rock pockets more than 1/2 inch in any dimension in solid concrete but not less than 1 inch deep. Any item which covers more than 2 percent of the surface.
  - 2. Cracks at least 0.015-inch wide and any that penetrate to the depth of the reinforcing or completely through the section.

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- 3. Surface finish not meeting the requirements above.
- C. Repair latent defects that affect concrete's durability and structural performance as determined by Architect/Engineer.

# **END OF SECTION**

### **SECTION 03 30 01**

#### COLORED CAST-IN-PLACE CONCRETE

#### **PART 1 GENERAL**

#### 1.1 SUMMARY

A. Section Includes: Supply and placement of colored ready-mix concrete, including formwork, reinforcement, concrete materials, mix design, batching procedures, placement procedures, finishes, curing and protection.

#### 1.2 REFERENCES

- A. All references shall be latest edition as of Specification date, unless otherwise noted with -##, where ## indicates the publication year.
- B. Reference Guides:
  - 1. American Concrete Institute (ACI):
    - a. 305R: Guide to Hot Weather Concreting.
    - b. 306R: Guide to Cold Weather Concreting.

### C. Reference Standards:

- 1. American Concrete Institute (ACI):
  - a. 117: Specification for Tolerances for Concrete Construction and Materials and Commentary.
  - b. 301: Specifications for Structural Concrete.
  - c. 318: Building Code Requirements for Structural Concrete
- 2. ASTM International:
  - A615: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
  - b. A1064: Standard Specification for Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
  - c. C31: Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - d. C33: Standard Specification for Concrete Aggregates.
  - e. C39: Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - f. C42: Standard Test Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
  - g. C94: Standard Specification for Ready-Mixed Concrete.
  - h. C143: Standard Test Method for Slump of Hydraulic-Cement Concrete.
  - i. C150: Standard Specification for Portland Cement.
  - j. C171: Standard Specification for Sheet Materials for Curing Concrete.
  - k. C172: Standard Practice for Sampling Freshly Mixed Concrete.
  - 1. C231: Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
  - m. C260: Standard Specification for Air-Entraining Admixtures for Concrete.

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- n. C309: Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- o. C494: Standard Specification for Chemical Admixtures for Concrete.
- p. C595: Standard Specification for Blended Hydraulic Cements.
- q. C856: Standard Practice for Petrographic Examination of Hardened Concrete.
- r. C979: Standard Specification for Pigments for Integrally Colored Concrete.
- s. C1064: Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
- t. C1077: Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
- u. C1152: Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete.
- v. C1218: Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
- w. C1260: Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method).
- x. C1293: Standard Test Method for Determination of Length Change of Concrete Due to Alkali-Silica Reaction.
- y. C1524: Standard Test Method for Water-Extractable Chloride in Aggregate (Soxhlet Method).
- z. C1567: Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar Bar)
- aa. C1778: Standard Guide for Reducing the Risk of Deleterious Alkali-Aggregate Reaction in Concrete.
- bb. D994: Standard Specification for Preformed Expansion Joint Filler for Concrete
- cc. D1752: Standard Specification for Preformed Sponge Rubber, Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
- dd. D7174: Standard Specification for Preformed Closed-Cell Polyolefin Expansion Joint Fillers for Concrete Paving and Structural Construction
- 3. Concrete Reinforcing Steel Institute (CRSI):
  - a. Manual of Standard Practice.

# 1.3 DEFINITIONS:

- A. Concrete Mixture: A single combination of materials as specified. Changes to material sources or proportions shall constitute a new concrete mixture.
- B. Final point of discharge: The point from which the concrete last leaves the conveying equipment, such as a pump or bucket intended to deposit into its final position in the element for which it was intended.
- C. Discharge for Placement: The discharge of the concrete, from the final point of discharge, into the final element for which it was intended.
- D. Testing Agency: Third party testing agency qualified to perform the testing specified.
- E. The term concrete, ready-mix, material, replacement material, and repair material shall generally refer to the ready-mix concrete mix used to perform the work.

### 1.4 ADMINISTRATIVE REQUIREMENTS

A. Pre-placement Meeting:

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- 1. Conduct meeting at Site.
- 2. Review requirements for concrete Work, including:
  - a. Construction schedule.
  - b. Availability of materials, personnel, equipment, and facilities needed to make progress and avoid delays.
  - c. Site use, access, staging, and set-up location limitations.
  - d. Forecast weather conditions.
  - e. Placement procedures.
  - f. Special details.
  - g. Minimum cure period.
  - h. Testing and inspection requirements.
  - i. Temporary protection and repair of damaged concrete.
  - j. Structural loading limitations.
  - k. Government regulations.
- 3. Contractor's Site superintendent, Owner's Representative, and Architect/Engineer shall attend.

### 1.5 SUBMITTALS

- A. Contractor Qualifications (for information only): Evidence that Contractor's existing company has minimum five years of continuous experience in similar concrete work; list of at least five representative, successfully-completed projects of similar scope and size, including:
  - 1. Project name.
  - 2. Owner's name.
  - 3. Owner's Representative name, address, and telephone number.
  - 4. Description of work.
  - 5. Project supervisor.
  - 6. Total cost of concrete work and total cost of project.
  - 7. Completion date.
- B. Mock-up Plan (for information only): Prior to field execution of mock-ups, provide detailed description of materials, methods, techniques, equipment, sequence of operations, and quality control procedures to be used during the mock-up, including but not limited to the following:
  - 1. Schedule.
  - 2. Protection of surrounding materials on project site.
  - 3. Concrete mixing.
  - 4. Concrete placement.
  - 5. Concrete curing.

# C. Reinforcing Steel:

- 1. Mill test reports for steel reinforcement, indicating conformance with ASTM A615/A615M.
- D. Joint Layout: Proposed construction, control, and isolation joint layout required for Work.
- E. Design Mixes: For each concrete mix, including required test reports.
  - 1. Proportions of materials, including color dosage rage.
  - 2. Mill tests and certification for cement, fly ash, and slag cement. Certification for silica fume.

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- 3. Integral color-pigment product data.
- 4. Sieve analysis for fine and coarse aggregate.
- 5. Test results for deleterious substances in aggregates and potential aggregate reactivity.
- 6. Air content during laboratory tests.
- 7. Three-, seven-, and 28-day laboratory compression test results. Minimum three cylinders at each test age.
- 8. Indicate:
  - a. Target slump at time of placement
  - b. Amount of mix water to be withheld for later addition at Site.
- F. Color Samples for Integrally Colored Concrete: Manufacturer's color charts showing full range of colors available.
- G. Field Quality Control:
  - 1. Batch tickets for ready-mix concrete.
  - 2. Fresh material testing.
  - 3. Compressive strength testing.

### 1.6 QUALITY ASSURANCE

- A. Contractor Qualifications: Experienced firm that has successfully completed concrete work similar in material, design, and extent to that indicated for the Project. Must have successful construction with specified materials in local area in use for minimum of five years.
  - 1. Employ foreman with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during the Work. Do not change foreman during the course of the Project except for reasons beyond the control of Contractor; inform Architect/Engineer in advance of any changes.
- B. Ready-Mix Supplier Qualifications: ASTM C94/C94M; Certification of Production Facilities and Delivery Vehicles by National Ready Mixed Concrete Association.
- C. Samples: Provide (3) minimum 12" by 12" samples of concrete for approval of color by Owner.
- D. Mock-ups: Construct mock-ups to demonstrate construction procedures, quality of Work, and aesthetic effects.
  - 1. Provide Owner and Architect/Engineer with a schedule for mock-up activities at least one week prior to start of mock-up work. Clearly define sequence of work including required hold point observations.
  - 2. At location selected by Owner, place, finish, and cure a minimum 5 foot by 5 foot area. Mockup locations will be selected after schedule and work sequence is submitted by contractor. Use personnel, equipment, materials, and procedures proposed for use on Project.
  - 3. For accurate color, the quantity of concrete mixed to produce the sample should not be less than 3 cubic yards (or not less than 1/3 the capacity of the mixing drum on the ready-mix truck) and should always be in full cubic yard increments. Excess material shall be discarded according to local regulations.
  - 4. Color and texture irregularities expected during project work shall be explicitly conveyed during the mockups for Owner approval, including any variances in color due to placement

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- temperatures, expected variances due to amount of site added water added to mix, and finishing and curing procedures.
- 5. Provide access to mock-up locations during Work, and after, to allow for completion of observations and testing.
- 6. Retain samples of cements, sands, aggregates and color additives used in mockup for comparison with materials used in remaining work.
- 7. Photograph concealed portions of mock-up before concealing, and retain photographs at Site, regardless of observation by Architect/Engineer and inspection by Testing Agency or Special Inspector.
- 8. Coordinate performance of, or perform, quality measures and testing as required by this section; including, but not limited to:
  - a. Reinforcing steel special inspections.
  - b. Fresh or plastic concrete material testing.
  - c. Compressive strength testing.
- 9. If Owner's Representative determines mock-up does not comply with requirements, modify mock-up or construct new mock-up until mock-up is approved. Remove and replace mock-ups that are not approved.
- 10. Approved mock-ups shall be maintained in undisturbed condition throughout Project as basis for acceptance of completed work and may become part of completed Work if undisturbed at time of Substantial Completion.

### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials or structure.
- B. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- C. Handle and place materials in strict accordance with safety requirements required by material manufacturers; Safety Data Sheets (SDS); and local, state, and federal rules and regulations. Maintain Safety Data Sheets (SDS) with materials in storage area and available for ready reference on Site.
- D. Deliver, store, and handle reinforcing steel to prevent bending and damage.

#### **PART 2 PRODUCTS**

# 2.1 FORM MATERIALS

- A. Forms: Plywood, lumber, metal, plastic, or another approved material.
  - 1. Provide plywood and lumber dressed on at least two edges and one side for tight fit.
  - 2. Do not use rust-stained, steel, form-facing material.
  - 3. Furnish panels in largest practicable sizes to minimize number of joints.

#### B. Accessories:

1. Chamfer Strips: Wood, metal, PVC, or rubber strips, match adjacent concrete work or as specified on the construction documents.

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- 2. Form-Release Agent: Commercially-formulated form-release agent that will not bond with, stain, or adversely affect the concrete surface and will not impair subsequent treatments of the concrete surface.
  - a. Formulate form-release agent with rust inhibitor for steel, form-facing materials.

#### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed.
- B. Welded Wire Reinforcing (WWR): ASTM A1064, fabricated from as-drawn steel wire with 65,000 pounds per square inch minimum yield strength.
  - 1. Provide welded wire reinforcing in flat sheets, not rolls.

#### C. Accessories:

- 1. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcing in place. Manufacture bar supports according to CRSI Manual of Standard Practice from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than specified for the repair.
  - a. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.

#### 2.3 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of same brand from same manufacturer's plant, each aggregate from one source, and admixtures through one source from single manufacturer.
- B. Portland Cement: ASTM C150, Type I or II.
- C. Fly Ash: ASTM C618, Class F or C.
  - 1. Coordinate use and dosage rate of fly ash with color pigment manufacturer.
- D. Aggregates: ASTM C33; from single source with documented record of at least ten years of satisfactory service using similar aggregates and cementitious materials in similar applications and service conditions.
  - 1. Coarse Aggregates: Uniformly graded; 3/4 inch nominal maximum size; Class 4S.
  - 2. Alkali Reactivity: Coarse and fine aggregates shall have expansion indicative of innocuous behavior; that is, less than 0.08 percent expansion after 16 days when tested according to ASTM C1260.
    - a. ASTM C1293 or ASTM C1567 procedures may be substituted for ASTM C1260.
    - b. If one or more of the aggregate expansions exceed 0.08 percent at 16 days per ASTM C1260, then perform ASTM C1567 testing of that aggregate including supplementary cementitious material type and replacement percent showing mitigation of expansive reaction per ASTM C1778. The expansion of the test specimens, tested in accordance with ASTM C1567 as required, shall not exceed 0.08 percent at 16 days.
    - c. If ASTM C1567 testing is required to mitigate expansion, the concrete mixtures containing that aggregate must contain the same supplementary cementitious

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material type and minimum proportion showing mitigation in the ASTM C1567 testing.

- d. All testing shall be performed within the last year.
- E. Water: Potable.

#### F. Admixtures:

- 1. General: Admixtures certified by manufacturer to contain no more than 0.1 percent chloride ions and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
  - a. Air-Entraining Admixture: ASTM C260.
  - b. Water-Reducing Admixture: ASTM C494, Type A.
  - c. High-Range, Water-Reducing Admixture: ASTM C494, Type F.
  - d. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.
  - e. Water-Reducing and Retarding Admixture: ASTM C494, Type D
- 2. Pigment admixtures: The following types of pigmented admixtures shall be used.
  - a. Color Pigment: ASTM C979, synthetic mineral-oxide pigments; color stable, free of carbon black, nonfading, suitable for flatwork, and resistant to lime and other alkalis.
    - 1) Provide color pigment of a type and quality that will not adversely affect workability, setting or strength of concrete.
    - 2) Pigment shall be prepackaged by manufacturer in quantity required to color one transit load of concrete.
    - 3) The color pigment will be selected by the Owner.

### 2.4 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mixes or field-test data, according to ACI 301.
  - 1. Use qualified independent testing agency conforming to requirements of ASTM C1077 for preparing, testing, and reporting proposed mix designs for laboratory trial mix basis.
- B. Proportion normal-weight concrete mix as follows:
  - 1. For Exposure Categories (ACI 318): F3, S0, W1, C2
  - 2. Minimum 28-day Compressive Strength: 5,000 pounds per square inch.
  - 3. Supplementary cementitious materials may be provided according to the requirements of ACI 301 for the exposure(s) specified.
  - 4. Maximum Water-Cementitious Materials Ratio, by weight: 0.40.
  - 5. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content of 6 percent for 3/4-inch nominal aggregate size. Tolerance for air content shall be plus 1.5 percent and minus 1.5 percent of value listed, no additional tolerance allowed.
  - 6. Admixtures: Use admixtures according to manufacturer's written instructions.
    - a. Use water-reducing admixture. Alternately use high-range, water-reducing admixture (superplasticizer), as required, for placement and workability.
    - b. Use retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 7. No chlorides shall be intentionally introduced into concrete mix.

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- a. In hardened concrete, limit acid-soluble chloride ion content to 0.10 percent by weight of cement when tested according to ASTM C1152, or water-soluble chloride ion content to 0.08 percent by weight of cement when tested according to ASTM C1218.
- b. If hardened concrete exceeds chloride ion limits above, limit water-extractable chloride ion content to 0.08 percent by weight of cement when tested according to ASTM C1524.

### 2.5 CURING MATERIALS

- A. Water: Potable.
- B. For initial 24 hours of curing:
  - 1. Membrane-Forming Curing Compound: ASTM C309, Type 1. Wax-based or silicate materials shall not be used. For concrete with color pigment, procure curing compound from the same manufacturer as the color pigment or approval from pigment manufacturer for use of alternate curing compound.
    - a. Use clear curing compound. Curing compounds that enhance color of architectural concrete shall not be used.
- C. Following initial 24-hour cure:
  - 1. Moisture-Retaining Cover: ASTM C171, white polyethylene sheet.
- D. Curing method shall not cause change in color or color variation on surface.

#### 2.6 ISOLATION JOINT MATERIALS

- A. Provide concrete isolation joint materials conforming to ASTM D994, ASTM D1752, or ASTM D7174.
  - 1. Minimum isolation joint material thickness: 1/2-inches, unless otherwise noted.
  - 2. Isolation joint material shall be flexible and uniformly surround all applicable features.
  - 3. Install isolation joint material per manufacturer's guidelines including but not limited to the use of compatible joint sealant material.

#### **PART 3 EXECUTION**

### 3.1 SAMPLES AND CONCRETE MOCKUPS

- A. Refer to Item 1.6-D for additional information.
- B. Contractor to perform sample mock-ups for concrete.
- C. The concrete materials and finishing techniques shall be such as to create a surface and appearance, finish, and appearance approved by Owner. Methods of finishing and curing utilized in mock-up will be used in production.
- D. No work shall proceed on the plaza until review and approval of samples and mock-ups.
- E. Approved samples and mock-ups to be retained as the standard during the duration of the project.

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### 3.2 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of concrete.
  - 1. Ensure that work done by other trades is complete and ready for concrete Work.
  - 2. Verify that areas and conditions under which concrete Work is to be performed permit proper and timely completion of the Work.
  - 3. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance of concrete and recommend corrections.
  - 4. Do not proceed with concrete Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
  - 5. Commencing concrete Work constitutes acceptance of Work surfaces and conditions.

### 3.3 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated.
  - 1. Form openings, chases, offsets, keyways, reglets, blocking, screeds, and bulkheads required in Work.
  - 2. Construct forms tight enough to prevent loss of concrete paste.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, and recesses, for easy removal.
- D. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.
- E. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris immediately before placing concrete.
- F. Retighten forms and bracing before placing concrete to prevent mortar leaks and maintain proper alignment.
- G. Removing and reusing forms
  - 1. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support the weight of concrete, may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete, provided concrete is hard enough not to be damaged by form-removal operations and provided curing and protection operations are maintained.
  - 2. Clean and repair surfaces of forms to be reused in the Work. Do not use split, frayed, delaminated, or otherwise damaged form-facing material, or patched forms, for exposed surfaces.

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### 3.4 PLACING REINFORCEMENT

- A. General: Comply with CRSI Manual of Standard Practice for fabricating and placing reinforcement.
- B. Welded Wire Reinforcing shall conform to the recommendations of the Wire Reinforcing Institutes WWR 400-R-03.
- C. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- D. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- E. Do not weld reinforcement unless specifically approved by Architect/Engineer.
- F. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- G. Install welded wire reinforcing in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing plus two inches. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire. Use only sheets, not rolls.

#### 3.5 EMBEDDED ITEMS

A. Place and secure items to be embedded in concrete.

#### 3.6 BATCHING AND MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94, and furnish batch ticket information.
  - 1. Deliver concrete to Site and discharge within 90 minutes or before 300 revolutions of mixer drum, whichever comes first, after introduction of mix water. When air temperature is between 85- and 90-degrees F, reduce mixing and delivery time to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes. Concrete that exceeds the specified time or revolution limits shall be rejected.
  - 2. High range water-reducing admixtures may be added on site to increase slump, but only at the guidance of the ready-mix producer. Introduce high-range, water-reducing admixture at the Site with additional mixing per the manufacturer's recommendations. If unspecified, 70 revolutions of the drum shall be required to ensure proper mixing. Do not add water and superplasticizer at the same time.
  - 3. Do not retemper mix or add water in the field.
  - 4. Air adjustments may be made once at the site after initial discharge of material. Air adjustments shall be made only at the guidance of the ready-mix producer.
  - 5. All tests of record shall be performed after all changes or additions to the concrete have occurred.

### 3.7 PLACEMENT

A. Before placing concrete, verify the following:

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- 1. Installation of formwork, reinforcement, and embedded items is complete.
- 2. Concrete surfaces and forms are clean of frost, ice, mud, debris, and water.
- 3. Forms are thoroughly wetted or oiled.
- 4. Reinforcement is securely tied in place and thoroughly cleaned of ice and other coatings that may reduce or destroy bond with concrete.
- 5. Required inspections have been performed.
- 6. Equipment for transporting concrete is clean.
- 7. Vibrators are operational, if required.
- B. Convey material from the mixer to the place of deposit in a manner such that no segregation or loss of materials occurs.
- C. Place concrete as near as possible to its final position to avoid segregation due to re-handling or flowing.
  - 1. Do not allow concrete material to fall a vertical distance greater than 4-feet from the point of discharge to the point of deposit.
  - 2. Do not allow concrete material to disturb or displace reinforcing bars, floor drains, or other embedments.
- D. Place concrete at a rate so that it is plastic and flows readily into corners of forms and into spaces around reinforcing bars.
- E. Place concrete continuously until the volume or section is completed, with no cold joints.
  - 1. Dispose of concrete that has partially set prior to placement or that has been contaminated by foreign material.
- F. Consolidate concrete with mechanical vibrating equipment, so that the concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 1. Use internal vibrators with minimum speed of 7,000 vibrations per minute and that are sufficiently narrow to fit into spaces between reinforcing bars, formwork, and existing concrete. Have extra vibrators at the Site in case a vibrator does not work.
  - 2. Do not use vibrators to transport concrete.
  - 3. Insert and withdraw vibrators vertically at uniformly spaced locations no farther apart than the visible effectiveness of the vibrator.
  - 4. At each insertion, limit the duration of the vibration to the time necessary to consolidate the concrete without causing mix constituents to segregate.
  - 5. For slabs:
    - a. Strike-off the surface and consolidate the concrete with a vibrating screed, to the correct elevation.
    - b. Slope surfaces uniformly to drains where required.
    - c. Before excess bleed water appears on the surface, use a wood bull float, darby, or modified highway straightedge to form a uniform, planar, open-textured surface. Do not further disturb the surface before starting finishing operations.
- G. Cold-Weather Placement: Protect concrete Work from physical damage or reduced strength due to frost, freezing, or low temperatures. Refer to ACI 306R for guidance and comply with the following.
  - 1. When the air temperature has fallen or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not

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less than 50 degrees F and not more than 80 degrees F at the point of placement. Mix water and aggregates together before adding cement. Do not add cement if the temperature of the water/aggregate mixture exceeds 70 degrees F.

- 2. Do not use frozen materials or materials containing ice or snow.
- 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix design.
- H. Hot-Weather Placement: Protect concrete Work from physical damage or reduced strength due to rapid evaporation or overheating of concrete. Refer to ACI 305R for hot-weather conditions that may adversely affect concrete placement, finishing, and curing. Do not allow the temperature of the concrete at the time of placement to exceed 90 degrees F. When hot-weather conditions exist, use one or more of the following procedures:
  - 1. Place concrete at night or early in morning.
  - 2. Cool ingredients before mixing to maintain the concrete temperature below 90 degrees F at the time of placement. Chilled mixing water or chopped ice may be used to control the temperature; include the water equivalent of the ice in the mixing water quantity. Use liquid nitrogen to cool the concrete at Contractor's option.
  - 3. Cover steel reinforcement with water-soaked burlap so the steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
  - 4. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep the subgrade moisture uniform without standing water, soft spots, or dry areas.
  - 5. Provide windbreaks or sunshades, or both.

### 3.8 FINISHING SLABS

- A. Do not wet concrete surfaces or add cement.
- B. Do not use finishing aids of any kind, or any other product or material added to the surface and worked into the concrete during finishing.
- C. Float and broom finish.
  - 1. Float finish: Consolidate the surface with a power-driven float or by hand floating if the area is small or inaccessible to a power-driven float. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until the surface is left with uniform, smooth, granular texture.
  - 2. Medium-Broom Finish: Apply medium-broom finish, perpendicular to traffic flow, on top surfaces subjected to vehicular or pedestrian traffic.
- D. The finished surface flatness shall be such that the measured gaps between the slab surface and an unleveled, freestanding, 10-foot-long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed 3/8-inch.
- E. Hot-Weather Conditions: Fog the surface with water if hot, dry, or windy conditions cause moisture loss approaching 0.2 pounds per square foot per hour before or during finishing operations (value may be estimated using ACI 305R-20, Figure 4.1.4).

### 3.9 JOINTS

A. Locate construction and control joints per approved submittal. Ensure joints are evenly spaced and either parallel or perpendicular to existing structures unless otherwise noted on drawings.

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#### B. Construction Joints:

- 1. Construct joints true to line with faces perpendicular to the surface plane of the concrete.
- 2. Place joints perpendicular to the main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
- 3. Provide sufficient joints so that members or sections can be cast continuously.
- 4. Locate joints in slabs, beams, joists, and girders in middle third of spans.

#### C. Control Joints:

- 1. Construct joints true to line with faces perpendicular to the surface plane of the placement.
- 2. Provide tooled control joints, as default unless adjacent construction uses sawcut joints.
- 3. If sawcut joints are necessary, sawcut as soon as possible without damaging surface of concrete. In no instance shall this occur after the concrete is expected to reach 1,500 psi. Sawcut joints at least 1/3 of slab depth or 1 inch, whichever is greater. Do not damage reinforcing with sawcut.
- D. Isolation Joints: Form isolation joints with preformed filler at walls, columns, drains, and other locations noted on Drawings.
  - 1. Install isolation joints at locations to match existing
  - 2. Ensure adequate depth of joint material to allow for sealant installation.

### 3.10 CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
  - 1. Maintain concrete above 55 degrees F and in a moist condition for at least seven days after placing for ready-mix concrete.
- B. Unformed Top Surfaces: Refer to Section 2.5, and manufacturer's recommendations, for initial curing of colored concrete.
  - 1. Begin curing within 30 minutes after finishing concrete.
  - 2. For curing compound for initial 24 hours:
    - a. Install per manufacturer's recommendations.
  - 3. For moisture retaining cover after first 24 hours:
    - a. Place cover in widest practicable width, with sides and ends lapped at least 12 inches.
    - b. Seal sides and ends of cover by holding down with soil, concrete pieces, or some other weight, or by using waterproof tape or adhesive.
    - c. Immediately repair holes or tears in cover during curing period, using cover material and waterproof tape.
    - d. Re-wet concrete surface as necessary to maintain moist condition.
- C. No construction traffic shall be permitted on the new concrete for at least 3 days and until the concrete has achieved at least 75 percent of its specified 28-day compressive strength.

#### 3.11 QUALITY CONTROL

- A. Submit batch tickets for ready-mix concrete.
- **B.** Owner will engage a qualified independent testing and inspecting agency to sample materials and perform tests prior to, during, and after concrete placement.

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#### C. Provide:

- 1. Access to Work.
- 2. Materials for sampling.
- 3. Site facilities for sampling, testing, and storage of materials.
- 4. Incidental labor.
- 5. Disposal of concrete or materials related to testing.
- 6. Cleaning or washout materials and facilities.
- D. Testing Services: Sampling and testing of composite samples of fresh concrete material shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample of each concrete mix for each day's pour exceeding 500 square feet.
  - 2. Take samples from ready-mix truck or mixer during discharge according to ASTM C172.
  - 3. Slump testing:
    - a. Perform one slump test on each composite sample in accordance with ASTM C143 on all concrete materials with a design slump less than or equal to 10 inches.
      - 1) Perform one test on the first two ready-mix trucks. Perform additional tests when concrete material consistency appears to change.
  - 4. Air Content: Per ASTM C231; one test for each composite sample.
  - 5. Concrete Temperature: Per ASTM C1064
    - a. On ready-mix concrete perform one test for each composite sample; and one test hourly when air temperature is 40 degrees F and below or 80 degrees F and above.
  - 6. Compression Test Specimens: ASTM C31. Use 4-inch by 8-inch cylinders.
    - a. Standard-cured (lab-cured): Cast and test seven standard cure cylinder specimens for each composite sample.
    - b. Field-cured: If requested by Architect/Engineer, or at the discretion of the Contractor, take additional sets of specimens and field cure in the vicinity of the area that they represent and in the same manner as that portion of the material.
  - 7. Compressive-Strength Tests: ASTM C39.
    - a. Standard-cured (lab-cured): Test three standard-cured specimens at seven days, and three at 28 days. Hold the final specimen in reserve in case additional testing is required.
    - b. Field-cured (if requested by Architect/Engineer): Test three field-cured specimens at seven days, and three at 28 days. Hold the final specimen in reserve in case additional testing is required
  - 8. Test results shall be reported in writing to Owner's Representative, Architect/Engineer, concrete supplier, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain:
    - a. Name of concrete testing and inspecting agency.
    - b. Project identification name.
    - c. Date of concrete placement.
    - d. Specific location of concrete batch in Work.
    - e. Concrete mix number, design compressive strength at 28 days, design slump range, and design air content range.
    - f. Specimen number, cylinder size, dates of compression tests, compressive breaking strengths and types of break for seven- and 28-day tests, and measured spread, air content, and air and concrete temperatures.
    - g. Statement that indicates whether test results are in conformance with Specifications.

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- 9. Concrete strength is satisfactory if the average of the 28-day standard-cured compressive-strength tests equals, or exceeds, the specified 28-day compressive strength and no test value is more than 500 pounds per square inch less than the specified 28-day strength. Strength tests confirming 28-day strength are acceptable at earlier ages.
- 10. When the compressive strength of field cured specimens is less than 85 percent of the companion standard cured cylinders, evaluate operations and provide corrective procedures for protecting and curing the in-place concrete.
- 11. Non-Conforming Concrete:
  - a. If tests indicate that concrete is not in conformance with the Specification, remove and replace non-conforming concrete or perform additional testing, acceptable to Architect/Engineer, to verify conformance with the Specification, at no cost to Owner.
  - b. Procure core samples in accordance with ASTM C42.
  - c. If tests indicate that the slump, air entrainment, or other requirements have not been met, examine core samples petrographically, according to ASTM C856, to evaluate hardened concrete characteristics. Design intent for desired hardened concrete properties shall be based on the Specification, and applicable portions of ACI 201.2R, as determined by Architect/Engineer.
  - d. If compressive-strength tests do not meet the acceptance requirements, procure three core samples from each portion of the structure represented by the unsatisfactory test(s), and test in compression. The strength of concrete in the area represented by core tests is satisfactory if the average of three compressive strength tests equals or exceeds 85 percent of the specified 28-day compressive strength and no compressive-strength test value is less than 75 percent of the specified 28-day compressive strength. If strength acceptance criteria are not met, remove and replace non-conforming concrete areas at no cost to Owner.
  - e. Perform additional inspection and testing, at no cost to the Owner, to determine the compliance of replaced or additional Work with requirements.

#### 3.12 CONCRETE REPAIR DEFECTS

- A. Repair defective areas designated by Architect/Engineer. Remove and replace concrete that cannot be repaired to Architect/Engineer's satisfaction.
- B. Surface defects on exposed surfaces include:
  - 1. Voids, spalls, air bubbles, honeycomb, and rock pockets more than 1/2 inch in any dimension in solid concrete but not less than 1 inch deep. Any item which covers more than 2 percent of the surface.
  - 2. Cracks at least 0.015-inch wide and any that penetrate to the depth of the reinforcing or completely through the section.
  - 3. Surface finish not meeting the requirements above.
  - Color and texture irregularities beyond anticipated variances demonstrated and approved during samples and mockups, and stains and other discolorations that cannot be removed by cleaning.
- C. Repair latent defects that affect concrete's durability and structural performance as determined by Architect/Engineer.

## LSC Repair Upper Plaza

Project # 21-164329 University of Colorado Denver

D. As soon as possible, cut out spalls, air bubbles, honeycombs, rock pockets, and voids. Make edges of cuts perpendicular to concrete surface. Clean voids and fill with approved integrally colored concrete.

**END OF SECTION** 

## **SECTION 05 73 00**

#### **DECORATIVE METAL RAILINGS**

#### PART 1 - GENERAL

- 1.1 SYSTEM REQUIREMENTS
  - A. Design Requirements: Handrails to be fabricated from metal not requiring hand painting.

## PART 2 - PRODUCTS

- 2.1 MATERIALS
  - A. Aluminum.
  - B. Copper Alloys: Bronze, brass, copper, or nickel silver.
  - C. Stainless Steel: Type 304 at interior; Type 316 at exterior.

## PART 3 - EXECUTION (Not Applicable)

## **END OF SECTION 05 73 00**







# Smart-lights Linear Light

## For LED-lit handrails and cap rails in glass and baluster railings

- Continuous LED stream
- Special adapters for mounting LED cap rails on handrail brackets
- Handrail LED strips can be positioned in front of or behind the infill
- Pre-wired, with no visible cables
- Easy to install: Simply click the strips into place
- Warm/cool white light (24 V IP20 for indoor and IP67 for outdoor)
- Transparent or frosted plastic covers
- Vandal-resistant
- UL certified

#### Linear Light for cap rails

- Position the LED strips in front of or behind the glass
- Transparent or frosted plastic covers

#### **Linear Light for handrails**

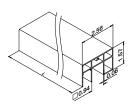
- Handrail brackets with cable duct
- Transparent or frosted plastic covers
- Special adapters for mounting on handrail brackets and tube adapters



**Smart Railings** 

## SMART-LIGHTS - Linear Light - Cap rails, rectangular





#### SR 6950

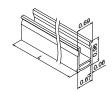
Aluminum	Stainless steel effect		
OUTDOOR		<b>(2)</b>	
S16.6950.654.09	2.56" x 1.57" (65 x 40mm)	L = 16.4' (5000 mm)	











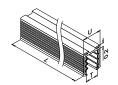
#### SR 5091

OUTDOOR	Transparency	<b>(2)</b>
S24.5091.000.03	Clear	L = 8.4' (2500 mm)
S24.5091.000.06	Frosted	L = 8.4' (2500 mm)









#### **SR 50**

□ 2.56" x 1.57" (65 x 40mm)

Accessories			
	U	T (glass thickness)	<b>(2)</b>
S19.5042.211.00	15/16"	1/2"-9/16" (12-13.52mm)	L = 8.2' (2500mm)
S19.5042.216.00	15/16"	5/8"-11/16" (16.76-17.52mm)	L = 8.2' (2500mm)
S19.5042.219.00	15/16"	3/4" (19mm)	L = 8.2' (2500mm)
S19.5042.011.00	15/16"	1/2"-9/16" (12-13.52mm)	L = 16.4' (5000mm)
S19.5042.016.00	15/16"	5/8"-11/16" (16.76-17.52mm)	L = 16.4' (5000mm)
S19.5042.019.00	15/16"	3/4" (19mm)	L = 16.4' (5000mm)

## SR 6950 is compatible with these connectors



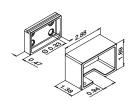
Cap rails

SMART-LIGHTS - Linear Light - End fittings and wall flanges, rectangular









#### SR 6732 - EASY HIT®

Aluminum	Stainless steel effect	
OUTDOOR		
S16.6732.654.09	2.56" x 1.57" (65 x 40mm)	2





International Design Model Protection



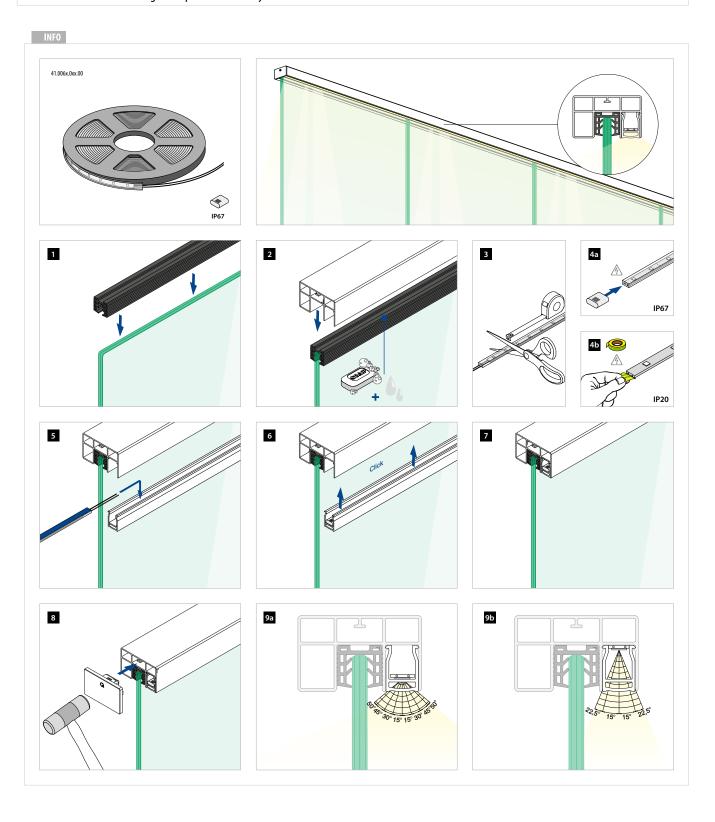


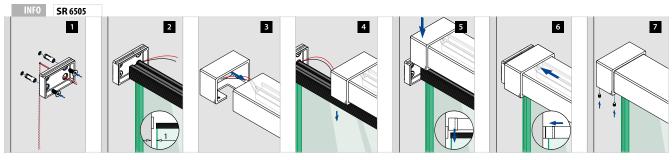








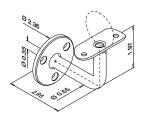






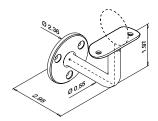
## SMART-LIGHTS - Handrail brackets for wall mounting





SR 0103			
316			
OUTDOOR	<u></u>		$\otimes$
14.0103.038.12	SR 0781	QS-6 <b>19</b> / QS-203 <b>19</b>	2
			2





## SR 0100

304				
INDOOR	<u></u>			
S13.0100.038.12	SR 0781	S-5 <b>19</b> / S-202 <b>19</b>	2	
316				
OUTDOOR	<u>~~</u>			
S14.0100.038.12	SR 0781	S-6 <b>19</b> / S-203 <b>19</b>	2	





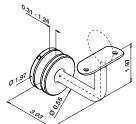


SMART-LIGHTS - Adapters for handrail brackets



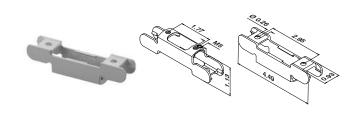
Cap rails/handrails

Glass - tube









304				
INDOOR	<del></del>			
S13.0117.038.12	SR 0781	QS-202 <b>19</b>	2	
316				
OUTDOOR	<del></del>			
S14.0117.038.12	SR 0781	QS-203 <b>19</b>	2	

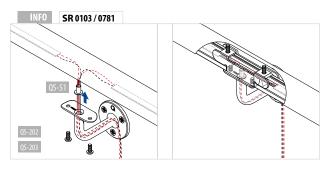


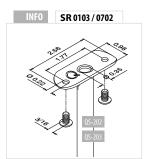
316			
OUTDOOR	U		
S14.0781.024.00	15/16"	QS-205 <b>19</b>	2

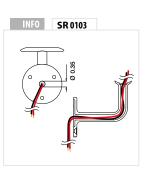


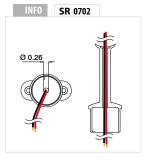


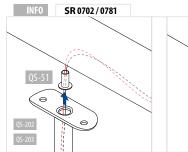


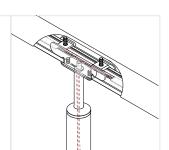










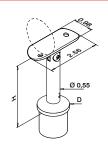


SATIN

## SMART-LIGHTS - Handrail brackets for post mounting







**SR 0705** - D =  $\emptyset$  1-1/2 x 0.078 (38.1 x 2.0 mm)

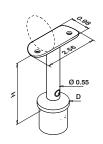
304				
INDOOR		H		8
S13.0705.038.12	SR 0783	3-1/8"	QS-202 <b>19</b>	2
316				
OUTDOOR	<u></u>	Н		8
S14.0705.038.12	SR 0783	3-1/8"	QS-203 <b>19</b>	2

**SR 0719** - D = 1.9" x 0.078 (48.3 x 2.0mm)

304				
INDOOR	Н	Ø		
S13.0719.238.12	3-1/8"	1-1/2" (38.1mm)	QS-111 <b>181</b>	2
S13.0719.242.12	3-1/8"	1.66" (42.4mm)	QS-111 <b>3</b> 181	2
316				
OUTDOOR	Н	Ø		
S14.0719.238.12	3-1/8"	1-1/2" (38.1mm)	QS-111 <b>181</b>	2







**SR 0702** - D =  $\emptyset$  1-1/2" x 0.078 (38.1 x 2.0 mm)

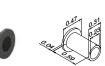
304				
INDOOR	4	Н		8
S13.0702.038.12	SR 0781	3-1/8"	QS-202 <b>19</b>	2
316				
OUTDOOR		Н		
S14.0702.038.12	SR 0781	3-1/8"	QS-203 <b>19</b>	2





Accessories

## Fixing materials



**Grommet** for cable

SR 0842

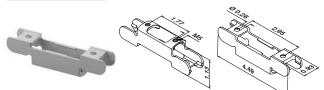
Accessories		
IN/OUTDOOR	QS	<b>(2)</b>
S93.0842.615.00	QS-51	50



#### Cap rails/handrails

SMART-LIGHTS - Adapters for handrail brackets

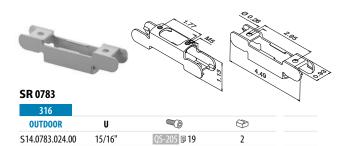
## For handrail bracket, straight



#### **SR** 0781

316				
OUTDOOR	U			
S14.0781.024.00	15/16"	QS-205 <b>19</b>	2	

#### For handrail bracket, adjustable



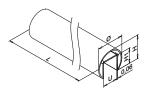
CATINI

## SMART-LIGHTS - Cap rails, round

Cap rails

## SMART-LIGHTS - Connectors, round





## **SR 6920 / 6925** - Ø 1.66" x 0.06" (42.4 x 1.5mm)

304					
INDOOR	Ø	U	Н	H1	♦
<u>\$13.6925.042.1</u> 2	1.66"	15/16"	1-15/32"	15/16"	L = 8.2' (2500mm)
S13.6920.042.12	1.66"	15/16"	1-15/32"	15/16"	L = 16.4' (5000mm)
316					
OUTDOOR	Ø	U	Н	H1	
				4 = (4 4)	1 44 41 (5000 )
S14.6920.042.12	1.66"	15/16"	1-15/32"	15/16"	L = 16.4' (5000mm)

## Ø 1.9" (48.3mm)

304					
INDOOR	Ø	U	Н	H1	<b>\Delta</b>
S13.6925.048.12	1.9"	1-1/16"	1-2/3"	1-3/16	L = 8.2' (2500mm)
S13.6920.048.12	1.9"	1-1/16"	1-2/3"	1-3/16"	L = 16.4' (5000mm)
316					
OUTDOOR	Ø	U	Н	H1	
S14.6920.048.12	1.9"	1-1/16"	1-2/3"	1-3/16"	L = 16.4' (5000mm)





#### SR 6792 - EASY HIT®

304	Raw	
INDOOR	Ø	
S13.6792.042.00	for 1.66" x <b>0.06</b> " (42.4 x 1.5mm)	2
316		
OUTDOOR	Ø	8
S14.6792.042.00	for 1.66" x <b>0.06</b> " (42.4 x 1.5mm)	2
S14.6792.048.00	for 1.9" x <b>0.06</b> " (48.3 x 1.5mm)	2

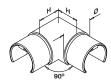




Cap rails	

SMART-LIGHTS - Connectors, round





304			
INDOOR	Ø	Н	(3)
S13.6313.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	1-3/16"	2
316			
OUTDOOR	Ø	Н	8
S14.6313.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	1-3/16"	2











CATINI

## SMART-LIGHTS - Connectors, adjustable





#### SR 6302

304			
INDOOR	Ø	Н	8
S13.6302.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	1-3/16"	2
316			
OUTDOOR	Ø	Н	8
S14.6302.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	1-3/16"	2
S14.6302.048.12	1.9" x <b>0.06</b> "	1-3/16"	2



Cap rails
SMART-LIGHTS - Wall return, round

Left / right With cable duct



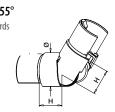
## SR 6739

316		
OUTDOOR	Ø	
S14.6739.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	2









#### SR 6312

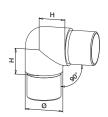
	304			
	INDOOR	Ø	Н	
	S13.6312.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	1-3/16"	2
	316			
	OUTDOOR	Ø	Н	
W	S14.6312.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	1-3/16"	2
_	S14.6312.048.12	1.9" x <b>0.06</b> "	1-3/16"	2



Handrails

SMART-LIGHTS - Connectors for handrail tubes





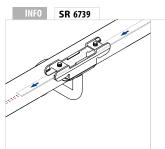
#### **SR** 0303

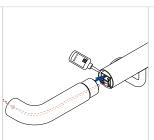
304			
INDOOR	Ø	Н	
S13.0303.038.12	1-1/2" x 0.078" (38.1 x 2.0mm)	1-3/16"	2
S13.0303.050.12	2" x 0.078" (50.8 x 2.0mm)	1-3/8"	2
316			
OUTDOOR	Ø	Н	

OUTDOOR	Ø	Н	$\Diamond$	
	1-1/2" x 0.078" (38.1 x 2.0mm)	1-3/16"	2	
S14.0303.050.12	2" x 0.078" (50.8 x 2.0mm)	1-3/8"	2	



Use in conjunction with MOD 0702, 0703 and 0711 (handrailing brackets)









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## SMART-LIGHTS - End fittings, round





## SR 6729

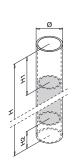
304		
INDOOR	Ø	<b>(2)</b>
S13.6729.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	2
316		
OUTDOOR	Ø	
S14.6729.042.12	1.66" x <b>0.06</b> " (42.4 x 1.5mm)	2



Posts

SATIN Baluster post tubes

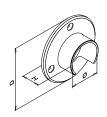




## SR 0951 - DOUBLE WALL THICKNESS 0.156"!

304					
INDOOR	Ø	Н	H1	H2	$\otimes$
S 13.0951.438.12	1-1/2" x <b>0.156</b> " (38.1 x 4.0mm)	49"	10.95"	1.57"	1
S 13.0951.448.12	1.9" x <b>0.156</b> " (48.3 x 4.0mm)	49"	2.5"	2.50"	1
S 13.0951.450.12	2" x <b>0.156</b> " (50.8 x 4.0mm)	49"	10.95"	1.57"	1
316					
OUTDOOR	Ø	Н	H1	H2	8
S 14.0951.438.12	1-1/2" x <b>0.156</b> "	4011			
3 14.073 1.430.12	(38.1 x 4.0mm)	49"	10.95"	1.57"	1
S 14.0951.448.12	(38.1 x 4.0mm) 1.9" x <b>0.156</b> " (48.3 x 4.0mm)	49"	2.5"	2.50"	1
	1.9" x <b>0.156</b> "				





## SR 6505

304					
INDOOR	Ø	D	Н		8
<b>S</b> 13.6505.042.12	1.66" (42.4mm)	3-35/64"	1-3/16"	QS-®	19 2
316					
OUTDOOR	Ø	D	Н		
S14.6505.042.12	1.66" (42.4mm)	3-35/64"	1-3/16"	QS-圓	19 2



## Posts Cover caps





## SR 0511

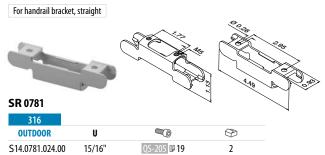
316			
OUTDOOR	Ø	D	
S14.0511.038.12	1-1/2" (38.1mm)	4-5/16"	2
S14.0511.048.12	1.9" (48.3mm)	4-9/16"	2

316			
OUTDOOR	Ø	D	8
S14.0513.038.12	1-1/2" (38.1mm)	Ø 5"	2

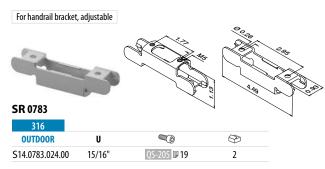




## SMART-LIGHTS - Adapters for handrail brackets and handrail adapters



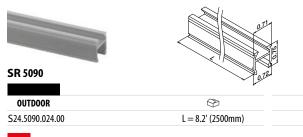




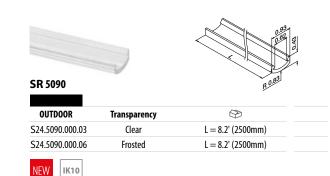


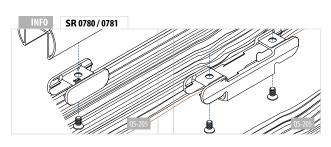




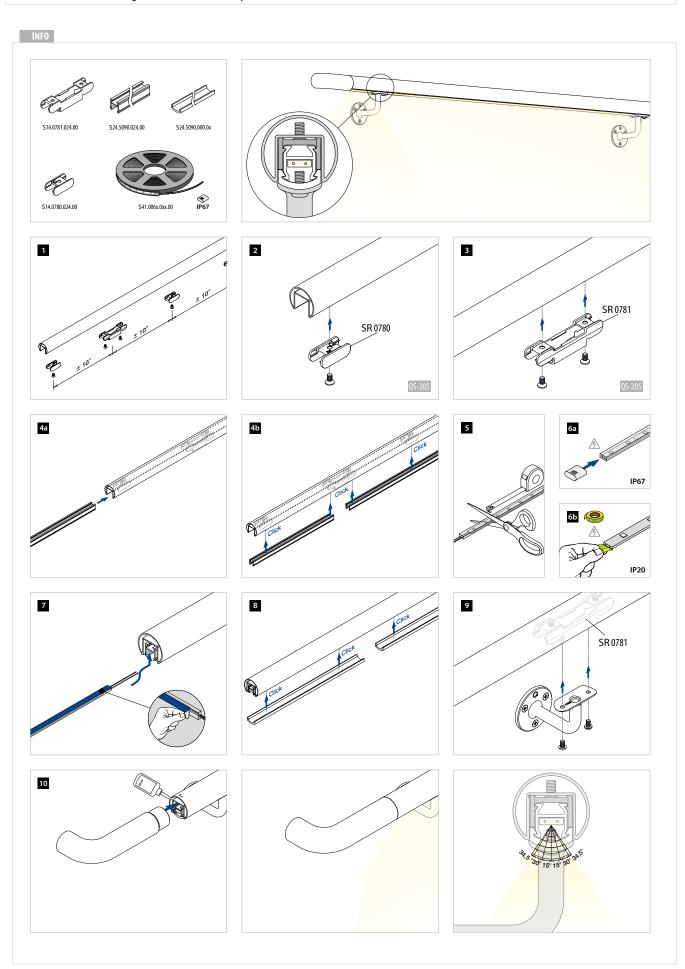












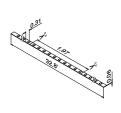


## SMART-LIGHTS - Linear Light - LED strips - Indoor









**SR** 0066

	White			
INDOOR	K	W	Φ (ft.)	
S41.0066.027.00	2700	89	244	L = 32.8'
S41.0066.040.00	4000	81	259	L = 32.8'









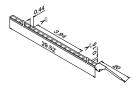
#### Cap rails/handrails

## SMART-LIGHTS - Linear Light - LED strips - Outdoor

## **OSRAM**







#### **SR 0067**

	wnite				
OUTDOOR	K	W	Φ (ft.)	(2)	
S41.0067.027.00	2700	80.1	350	L = 29.52'	
S41.0067.040.00	4000	80.1	366	L = 29.52'	







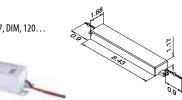


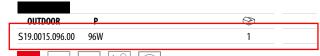
#### Accessories

## SMART-LIGHTS - Linear Light - Connection technology - Transformers

## **OSRAM**











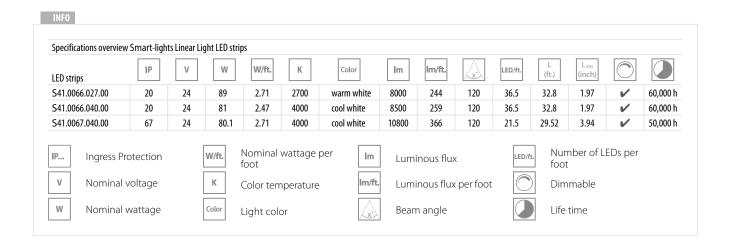




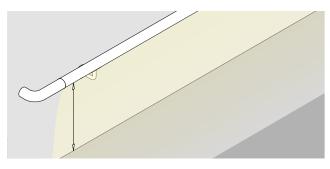
INFO

## LED STRIP INFORMATION

- SR 0066 comes with two connection cables (19.0020.000.00).
- SR 0067 is prewired once. For additional connections, use a connection cable (page 16).
- Each strip can be cut with scissors, between the copper dots, to the required length.
- Cut LED strips can be connected using a connector (page 18).
- All models are suitable for connectors on Linear Light cap rails and Linear Light handrails (page 4-13).
- When connecting strips, the max. length from the start to end of the LED strip should not exceed its own original strip length!







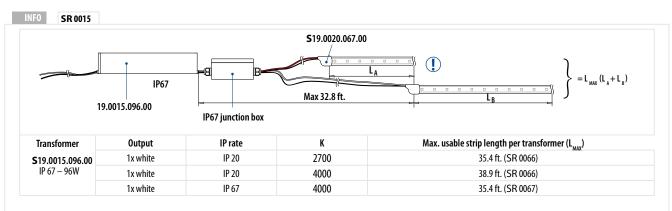
#### Luminous efficacy on floor/staircase

	Height (inch) from ffl (finished floor level)			
	38"	40"	42"	44"
S41.0066.027.00	230 lx	223 lx	190 lx	148 lx
S41.0066.040.00	260 lx	242 lx	198 lx	160 lx
S41.0067.040.00	280 lx	266 lx	220 lx	200 lx

#### Lux (lx) explanation

direct sunlight = 100.000 lx street lighting = 10 lx overcast day, typical tv studio lighting = 1.000 lx candle, approx. 40" distant = 1 lx hall lighting = 100 lx

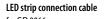
Any lighting calculations shown should be taken as a guide only, as all site conditions/lighting codes are different. It is strongly recommended that you consult with a lighting consultant or electrical engineer to determine the exact requirements for your project.



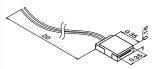
In the complete length of a LED strip should not exceed its own original length! See page 19 for all combinations.

## SMART-LIGHTS - Linear Light - Connection technology - LED strip to transformer









#### **SR 0020**

INDOOR	L	<b>(2)</b>
S19.0020.000.00	20	1



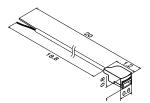




## LED strip connection cable

for SR 0067





#### **SR 0020**

OUTDOOR	L	
S19.0020.067.00	20	1







Accessories

## SMART-LIGHTS - Linear Light - Connection technology - Cable



#### Black cable

Halogen-free, 0.04", 288°F, for 12V and 24V, suitable for outdoor

#### **SR 0011**

OUTDOOR		
S19.0011.050.00	L = 328'	





#### Red cable

Halogen-free, 0.04", 288°F, for 12V and 24V, suitable for outdoor

#### **SR 0012**

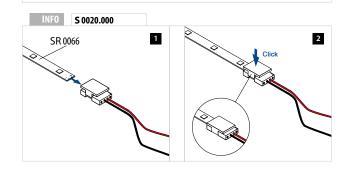
OUTDOOR	<b>♡</b>	
\$19,0012,050,00	I = 328'	

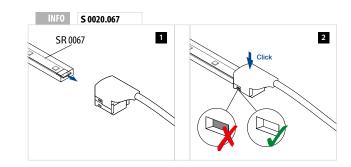


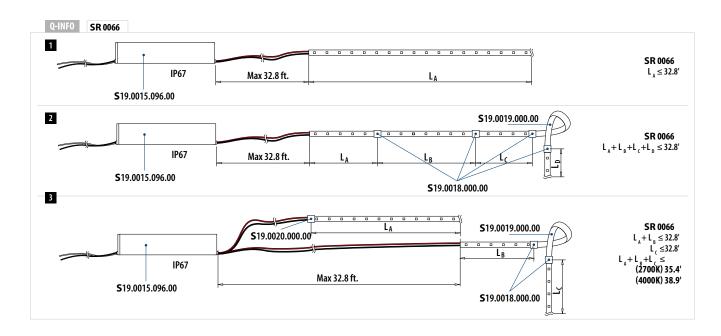
#### INFO

## LED STRIP INFORMATION

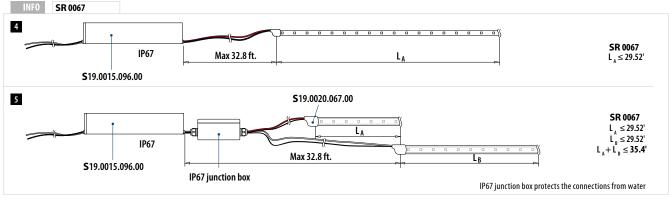
- SR 0066 comes with two connection cables (\$19.0020.000.00).
- SR 0067 is prewired once. For additional connections, use a connection cable.











## SMART-LIGHTS - Linear Light - Connection technology - LED strip to LED strip



#### LED strip connector





#### **SR 0018**

INDOOR		
S19.0018.000.00	1	







#### LED strip connection cable



#### SR 0019

INDOOR		
S19.0019.000.00	1	







## LED strip end cap

for LED strip MOD 0067







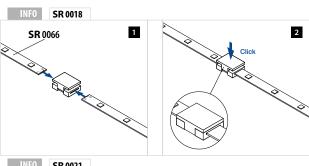
#### SR 0021

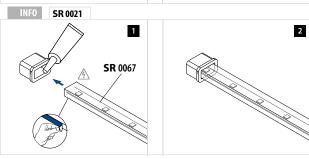
OUTDOOR		
S19.0021.067.00	1 set	

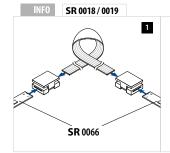


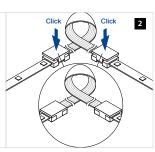












## SAFETY INFORMATION

- Installation of the mains modules has to be carried out by a qualified electrician according to the applicable local regulations and standards.
- Observe correct electrical polarity.
   Incorrect polarity can destroy the modules.
- Only parallel drive circuits ensure a safe
- Power supply units used for operation should include the following basic protection and safety features:
- · Short-Circuit Protection

- Overload Protection
- Overheat Protection
- SELV (Safety Extra Low Voltage)
- Pay attention to the maximum output of the power supply.

## Fixing materials





**SR 0670** - coarse thread (DIN7991)

316						
<b>OUTDOOR</b>	QS	Q	d	D	L	8
S95.0670.608.14	4 QS-205	Q-4	1/4"	15/32"	5/16"	50
S94.0670.825.14	4 QS-120	Q-5	5/16"	5/8"	1"	50
S94.0670.840.14	4 QS-122	Q-5	5/16"	5/8"	1-1/2"	50







**SR 0511** - coarse thread / IS07380

304						
INDOOR	QS	Q	d	D	L	
S95.0511.510.13	QS-202	Q-3	3/16"	3/8"	3/8"	50
316						
OUTDOOR	QS	Q	d	D	L	
S95.0511.510.14	QS-203	Q-3	3/16"	3/8"	3/8"	50







**Grommet** for cable

## **SR 0842**

Accessories		
IN/OUTDOOR	QS	
S93.0842.615.00	QS-51	50







## **SR 0220** - DIN7982 CH

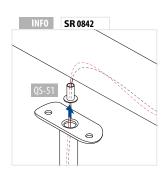
304				
INDOOR	QS	Q	L	
S93.0220.525.13	QS-5	-	1"	50
316				
OUTDOOR	QS	Q	L	
S93.0220.525.14	QS-6	-	1"	50







Brass		
IN/OUTDOOR	QS	<b>(2)</b>
S93.0851.027.09	QS-55	50







Member of National Glass Association





#### **SECTION 07 10 00**

#### **DAMPROOFING AND WATERPROOFING**

#### PART 1 - GENERAL

#### 1.1 SYSTEM REQUIREMENTS

- A. Damproof all footings, stem walls and grade beams.
- B. Waterproof all basement level foundation walls.
  - 1. Hot fluid-applied rubberized asphalt waterproofing preferred; self-adhering modified bituminous sheet waterproofing acceptable.
  - 2. Provide HDPE sheet waterproofing at blind-side applications; bentonite panel waterproofing not acceptable.
- C. Waterproof all below grade tunnel roofs and all plazas decks over occupied space with hot fluid-applied rubberized asphalt waterproofing.
- D. Provide board insulation and protection course at all foundation walls.

#### PART 2 - PRODUCTS

#### 2.1 DAMPROOFING

A. Cold-applied, emulsified-asphalt dampproofing.

#### 2.2 SELF-ADHERING MODIFIED BITUMINOUS SHEET WATERPROOFING

- A. Modified Bituminous Sheet: Minimum 60-mil nominal thickness, self-adhering sheet consisting of 56 mils of rubberized asphalt laminated on one side to a 4-mil- thick, polyethylene-film reinforcement, and with release liner on adhesive side
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. American Hydrotech, Inc. VM75.
    - b. Grace, W.R., & Co.; Bituthene 3000/Low Temperature or Bituthene 4000.
    - c. Meadows, W.R., Inc.; SealTight Mel-Rol.

#### 2.3 HOT FLUID-APPLIED RUBBERIZED ASPHALT WATERPROOFING

- A. Hot Fluid-Applied, Rubberized-Asphalt, Reinforced Waterproofing Membrane: Single component; 100 percent solids; hot fluid-applied, rubberized asphalt.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. American Hydrotech, Inc.; Monolithic Membrane 6125.
  - b. Tremco Incorporated; Tremproof 6100.
  - 2. Reinforced Membrane: 215 mils thick.

#### 2.4 BONDED HDPE SHEET WATERPROOFING

- A. Bonded HDPE Sheet for Vertical Applications: Uniform, flexible, multilayered-composite sheet membrane consisting of either a HDPE film coated with a pressure-sensitive adhesive and protective release liner, total 32-mil thickness.
  - 1. Basis-of-Design Product: Subject to conformance with requirements, provide W.R. Grace & Co. Preprufe 160R or comparable product.

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- B. Bonded HDPE for Horizontal Applications: Uniform, flexible, multilayered-composite sheet membrane consisting of an HDPE film coated with pressure-sensitive adhesive and protective release liner, total 46-mil thickness.
  - 1. Basis-of-Design Product: Subject to conformance with requirements, provide W.R. Grace & Co. Preprufe 300R or comparable product.

#### 2.5 MOLDED-SHEET DRAINAGE PANELS

A. Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel: Composite subsurface drainage panel consisting of a studded, nonbiodegradable, molded-plastic-sheet drainage core; with a nonwoven, needle-punched geotextile facing with an apparent opening size not exceeding No. 70 sieve laminated to one side of the core and a polymeric film bonded to the other side; and with a vertical flow rate of 9 to 15 gpm per ft.

#### 2.6 INSULATION

A. Board Insulation: Extruded-polystyrene board insulation complying with ASTM C 578, Type IV, 25-psi minimum compressive strength; square or shiplap edged.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 07 10 00

#### **LSC Repair Upper Plaza**

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#### **SECTION 07 92 00**

#### **JOINT SEALANTS**

#### PART 1 - GENERAL

- 1.1 EXTENDED WARRANTY: Provide a written two-year warranty, signed by Contractor and sealant installer, guaranteeing all exterior joints and interior joints detailed within the Vivarium to be water and air tight for a period of not less than two (2) years from date of the Letter of Acceptance of the Work by the University.
  - 1. Exception: Provide 20 year warranty period from date of the Letter of Acceptance of the Work by the University for sealants used in BSL3 only.

#### PART 2 - PRODUCTS

#### 2.1 JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  - 1. Use: For joints in vertical surfaces.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; 790.
    - b. GE Advanced Materials Silicones; SilPruf LM SCS2700.
    - c. Tremco Incorporated; Spectrem 1.
- B. Single-Component, Pourable, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade P, Class 100/50, for Use T.
  - 1. Use: For joints in horizontal traffic surfaces.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; 890-SL.
    - b. Pecora Corporation; 300 SL.
    - c. Tremco Incorporated; Spectrem 900 SL.
- C. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
  - 1. Use: For joints in restrooms, janitor's closets, and other areas subject to continued moisture exposure or high humidity, including door frames and all static joints in ABSL and animal facilities.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF Building Systems; Omniplus.
    - b. Dow Corning Corporation; 786 Mildew Resistant.
    - c. GE Advanced Materials Silicones; Sanitary SCS1700.
    - d. Tremco Incorporated; Tremsil 200 Sanitary.
- D. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Use: For interior door frames and other static joints.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF Building Systems; Sonolac.
    - b. Bostik, Inc.; Chem-Calk 600.
    - c. Pecora Corporation; AC-20+.
    - d. Tremco Incorporated; Tremflex 834.
- E. Acoustical Joint Sealant: Nonsag, paintable, nonstaining latex.
  - 1. Products: Subject to compliance with requirements, provide one of the following:

JOINT SEALANTS 07 92 00 - 1

#### **LSC Repair Upper Plaza**

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- a. Pecora Corporation; AC-20 FTR.
- b. USG Corporation; SHEETROCK Acoustical Sealant.
- F. Cylindrical Joint-Sealant Backing: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. SPECIAL INSTALLATION REQUIREMENTS AT VIVARIUM AND CORE LAB: Provide the following for the Vivarium complete and the BSL3 Core Lab. Provide mildew-resistant sealant listed above at all conditions listed below:
  - 1. Ceilings: Fully seal all joints at access panels, light fixtures, electrical devices, mechanical devices, fire protection devices, etc.
  - Walls: Fully seal all joints, including but not limited to, joints between finished wall surface and door and window frames, power boxes, plug mold, wire mold, alarm and sensor boxes, access panels, electrical devices, plumbing devices, mechanical devices, fire protection devices, wall bumper mounting plates, wall plates, wall-mounted equipment, window sills and jambs, etc.
  - 3. Wall and Ceiling Penetrations: Completely seal all penetrations, including but not limited to, joints between finished surface and electrical conduits, electrical plugs and switches, light fixtures, cover plates, piping for water, gas, vacuum, gas, soil and waste lines, mechanical ducts, registers, etc.
  - 4. Sealant is not required at inside corners of wall-to-wall and wall-to-ceiling joints in drywall construction or as a filler in preformed metal control and expansion joints in drywall construction.

**END OF SECTION 07 92 00** 

JOINT SEALANTS 07 92 00 - 2

#### **SECTION 08 71 00**

#### **DOOR HARDWARE**

#### PART 1 - GENERAL

#### 1.1 SYSTEM PERFORMANCE REQUIRMENTS

#### A. Design Requirements

- 1. Provide Mortise and Rim Cylinders capable of accepting small format (7 pin) interchangeable cores.
  - a. Dull chromium (626) finish, unless otherwise specified and approved by the University Locksmith through the University Project Manger.
- 2. Consult with the University Locksmith, through the University Project Manager, regarding the various lock functions and keyway for each building.
- 3. Provide dull chromium (626) finish durable door stops, holders, flush bolts, etc.
- 4. Provide backing behind doorstops.
- 5. Provide quality weather stripping on all exterior doors.
- 6. Computer operated proximity card access systems are allowed. Coordinate design with the University Project Manager.
- 7. Provide electric strikes or electric locks where required. Use of electrified hinges must be approved by the University Project Manager. Refer to 28 13 00 Access Control for additional information.
- 8. Provide manual lock-down capability via locking doors or manual key override to electronic lock systems at all buildings. Egress doors must maintain all required egress characteristics.
- 9. Concealed rods are not permitted.
- 10. Coordinate door hardware with security hardware requirements. Refer to Division 28 for additional information.
- 11. Coordinate all hardware and access control at the University of Colorado Denver with the University Locksmith.

#### B. Performance Requirements

Key interchangeable cores at factory.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

#### A. Acceptable Manufacturers:

- Lock Sets:
  - a. University of Colorado Anschutz Medical Campus:
    - Best 9K Series Heavy-Duty Lockset with 14D Lever Style Cylindrical Lever sets
  - b. University of Colorado Denver:
    - 1) Schlage Falcon T Series with quantum lever 626 satin chrome finish and Schlage interchangeable everest B core
- 2. Automatic Door Opener:
  - a. Stanley Magic Door, Magic Swing Micro (preferred)
  - b. Dorma ED800
- Closers:
  - a. LCN 4041
  - b. Norton 1600 Series at storefront applications
  - c. LCN Door Closer, 1460 Series Aluminum

DOOR HARDWARE 08 71 00 - 1

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- 4. Hinges:
  - a. Hager
  - b. Stanley FBB179
  - c. Stanley FBB168
- 5. Exit Device:
  - a. Von Duprin (preferred)
- 6. Key Lock Box:
  - a. Knox Company, 3200 Series

#### 2.2 MATERIALS

- A. Lock Sets:
  - 1. Lock Functions: Selected by the University locksmith through the University Project Manager. Stock numbers provided by the University Locksmith from acceptable manufactures.
- B. Door Guards:
  - 1. Kickplates: Stainless steel with 626 finish.
- C. Key Lock Box
  - 1. Recessed, heavy-duty, high-security key box with hinged door. No tamper alarm.
  - 2. Color: As determined by design team.
  - 3. Coordinate location with the University Fire and Life Safety Officer.
  - 4. Mounting Height: 5 feet above finished surface.

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 08 71 00** 

DOOR HARDWARE 08 71 00 - 2

#### **SECTION 09 96 00**

#### **HIGH-PERFORMANCE COATINGS**

#### PART 1 - GENERAL

#### 1.1 SYSTEM REQUIREMENTS

- A. Design Requirements:
  - 1. Provide high-performance coatings on all exterior surfaces and where durable finishes are required on interior surfaces.
  - 2. Provide fiber-reinforced epoxy paint at vivariums.

#### 1.2 SUBMITTALS:

A. MSDS: Contractor to provide Material Safety Data Sheets (MSDS) for all coating to the University Project Manager prior to application.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide listed products by Tnemec or a comparable product by one of the following:
  - 1. Carboline, an RPM company.
  - 2. PPG Architectural Finishes, Inc.

#### 2.2 BLOCK FILLERS

- A. Block Filler, Waterborne Cementitious Acrylic:
  - 1. Basis-of-Design Product: Tnemec; Series 130 Envirofill.

#### 2.3 METAL FILLER/SURFACER

- A. Filler/Surfacer, Modified Amine Epoxy Filler.
  - 1. Basis-of-Design Product: Tnemec; Series 63-1500 Filler and Surfacer.

#### 2.4 INTERIOR PRIMERS/SEALERS

- A. Primer Sealer, Modified Polyamine Epoxy, Interior:
  - 1. Basis-of-Design Product: Tnemec; Series 201– Epoxoprime.

#### 2.5 METAL PRIMERS

- A. Primer, Zinc-Rich, Urethane:
  - 1. Basis-of-Design Product: Tnemec; Series 94-H20 Hydro-Zinc.
- B. Primer, Epoxy:
  - 1. Basis-of-Design Product: Tnemec; Series 27WB F.C. Typoxy.

#### 2.6 EPOXY COATINGS

A. Waterborne Epoxy, Semi-gloss:

- 1. Basis-of-Design Product: Tnemec; Series 287 Enviro-Pox.
- B. Polyamidoamine Epoxy, Semi-gloss:
  - 1. Basis-of-Design Product: Tnemec; Series L69 Hi-Build Epoxoline II.
- C. Modified Polyamine 100 Percent Solids Epoxy, Gloss:
  - 1. Basis-of-Design Product: Tnemec; Series 280 Tneme-Glaze.

#### 2.7 POLYURETHANE COATINGS

- A. Aliphatic Acrylic Polyurethane, Two-Component, Semi-Gloss:
  - 1. Basis-of-Design Product: Tnemec; Series 750 Endura-Shield
- B. Ceramic-Modified, Waterborne, Aliphatic Polyurethane, Two-Component, Gloss.
  - 1. Basis-of-Design Product: Tnemec; Series 297 Enviro-Glaze.

#### 2.8 ELASTOMERIC COATINGS

- A. Acrylate Elastomer, Matte:
  - 1. Basis-of-Design Product: Tnemec; Series 156 Enviro-Crete.

#### 2.9 FIBER REINFORCED EPOXY WALL COATING

- A. Fiber reinforced epoxy: Two-part, spray-applied, fiber reinforced, 100 percent solids, accelerated aliphatic amine cured epoxy system with non-leaching antimicrobial additives.
  - 1. Basis-of-Design Manufacturer: Prim Coat Coating Systems.

#### PART 3 - EXECUTION

#### 3.1 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Concrete Substrates, Vertical Surfaces:
  - 1. Elastomeric System:
    - a. Surface Preparation: SSPC-SP 13/NACE 6. Clean and dry.
    - b. Prime Coat: To match topcoat; DFT 4.0 to 8.0 mils.
    - c. Topcoat: Acrylate elastomer, matte; DFT 4.0 to 8.0 mils. Total DFT: 8.0 to 16.0 mils.

#### B. CMU Substrates:

- 1. Elastomeric System: At all CMU locations schedule to receive paint.
  - a. Surface Preparation: Clean and drv.
  - b. Block Filler: Block filler, waterborne cementitious acrylic.
  - c. Intermediate Coat: Acrylate elastomer, matte; DFT 4.0 to 8.0 mils.
  - d. Topcoat: Acrylate elastomer, matte; DFT 4.0 to 8.0 mils. Total DFT: 8.0 to 16.0 mils.

## C. Steel Substrates:

- Pigmented Polyurethane over Zinc-Rich Primer System: At all exterior exposed structural steel and miscellaneous metals unless noted otherwise.
  - a. Surface Preparation: SSPC-SP 6/NACE 3.
  - b. Prime Coat: Primer, zinc-rich, urethane; DFT 2.5 to 3.5 mils.
  - c. Intermediate Coat: Polyamidoamine epoxy; DFT 2.0 to 4.0 mils.
  - d. Topcoat: Aliphatic, polyurethane, two-component, pigmented, semi-gloss; DFT 3.0 to 4.0 mils. Total DFT: 7.5 to 11.5 mils.

#### D. Galvanized-Metal Substrates:

- 1. Pigmented Polyurethane System: At all exterior exposed galvanized metal.
  - a. Surface Preparation: Abrasive blast or chemically cleaned and etched.
  - b. Prime Coat: Primer not required; intermediate coat is self-priming.
  - c. Intermediate Coat: Polyamidoamine epoxy; DFT 2.0 to 4.0 mils.
  - d. Topcoat: Aliphatic, polyurethane, two-component, pigmented, semi-gloss; DFT 3.0 to 4.0 mils.
  - e. Total DFT: 5.0 to 8.0 mils.

#### 3.2 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

#### A. Concrete Substrates, Vertical Surfaces:

- 1. Epoxy/Polyurethane System:
  - a. Surface Preparation: SSPC-SP 13/NACE 6, clean and dry.
  - b. Prime Coat: To match intermediate coat; DFT 2.0 to 3.0 mils.
  - c. Intermediate Coat: Waterborne epoxy, semi-gloss; DFT 2.0 to 3.0 mils. Topcoat: Ceramic-modified, waterborne, two-component, aliphatic polyurethane, gloss; DFT 2.0 to 3.0 mils.
  - d. Total DFT: 6.0 to 9.0 mils.

#### B. CMU Substrates:

- 1. Epoxy/Polyurethane System: At all CMU locations scheduled to receive paint unless otherwise indicated.
  - a. Surface Preparation: Clean and dry.
  - b. Block Filler: Block filler, waterborne cementitious acrylic.
  - c. Primer: To match intermediate coat; DFT 2.0 to 3.0 mils.
  - d. Intermediate Coat: Waterborne epoxy, semi-gloss; DFT 2.0 to 3.0 mils.
  - e. Topcoat: Ceramic-modified, waterborne, two-component, aliphatic polyurethane, gloss; DFT 2.0 to 3.0 mils.
  - f. Total DFT: 6.0 to 9.0 mils.
- 2. 100 Percent Solids Epoxy System: At all CMU locations in areas subject to continuous wetting, for example, shower stalls.
  - a. Surface Preparation: Clean and dry.
  - b. Block Filler: Block filler, waterborne cementitious acrylic.
  - c. Primer: To match topcoat: DFT 6.0 to 8.0 mils.
  - d. Topcoat: Modified polyamine, 100 percent solids epoxy, gloss; DFT 6.0 to 8.0 mils.
  - e. Total DFT: 12.0 to 16.0 mils.

#### C. Steel Substrates:

- 1. Pigmented Polyurethane System: At all exposed structural steel, miscellaneous metals.
  - a. Surface Preparation: SSPC-SP 6/NACE 3.
  - b. Prime Coat: To match intermediate coat: DFT 2.0 to 3.0 mils.
  - c. Intermediate Coat: Polyamidoamine epoxy; DFT 2.0 to 3.0 mils.
  - d. Topcoat: Aliphatic, polyurethane, two-component, pigmented, semi-gloss; DFT 3.0 to 4.0 mils.
  - e. Total DFT: 7.0 to 10.0 mils.
- 2. Pigmented Polyurethane System over Manufacturer's Standard Primer: At all interior painted hollow metal doors and frames, handrails, guardrails, stairs, ladders and ship's ladders.
  - a. Prime Coat: Manufacturer's standard universal primer.
  - b. Intermediate Coat: Polyamidoamine epoxy; DFT 2.0 to 3.0 mils.
  - c. Topcoat: Aliphatic, polyurethane, two-component, pigmented, semi-gloss; DFT 3.0 to 4.0 mils.

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#### D. Galvanized-Metal Substrates:

- 1. Pigmented Polyurethane System: At all interior exposed galvanized metal.
  - a. Surface Preparation: Abrasive blast or chemically cleaned and etched.
  - b. Prime Coat: Primer not required; intermediate coat is self-priming.
  - c. Intermediate Coat: Polyamidoamine epoxy; DFT 2.0 to 4.0 mils.
  - d. Topcoat: Aliphatic, polyurethane, two-component, pigmented, semi-gloss; DFT 3.0 to 4.0 mils.
  - e. Total DFT: 5.0 to 8.0 DFT.

#### E. Gypsum Board Substrates:

- 1. Epoxy/Polyurethane System: At all gypsum board surfaces scheduled to receive high-performance coatings.
  - a. Surface Preparation: Level 5 finish.
  - b. Prime Coat: Primer sealer, modified polyamine epoxy; DFT 4.0 to 6.0 mils.
  - c. Intermediate Coat: Waterborne epoxy, semi-gloss; DFT 2.0 to 3.0 mils.
  - d. Topcoat: Ceramic-modified, waterborne, two-component, aliphatic polyurethane, gloss; DFT 2.0 to 3.0 mils.
  - e. Total DFT: 8.0 to 12.0 mils.

#### END OF SECTION 09 96 00

#### **SECTION 12 93 00**

#### SITE FURNISHINGS

#### PART 1 - GENERAL (Not Applicable)

#### PART 2 - PRODUCTS

#### 2.1 FURNISHINGS

#### A. Benches:

- 1. Landscape Forms, Inc.; Scarborough, 72" backed and/or backless with horizontal seat strap
  - a. Color: "Stormcloud" RAL 7022

#### B. Tables:

- Landscape Forms, Inc.; Catena table, 30" round, no hole, with embedded support base
   Color: "Stormcloud" RAL 7022
- 2. Landscape Forms, Inc.; Catena table, 36" round, no hole, with embedded support base a. Color: "Stormcloud" RAL 7022

#### C. Chairs:

- 1. Landscape Forms, Inc.; Scarborough, 24" backed and/or backless with horizontal seat strap
  - a. Color: "Stormcloud" RAL 7022

#### D. Receptacles:

- 1. Litter Receptacle: Landscape Forms, Inc.; Scarborough, side opening litter receptacle, vertical strap
  - a. Color: "Stormcloud" RAL 7022
- 2. Recycling Receptacle: Landscape Forms, Inc.; Scarborough, single use, side opening recycling receptacle, vertical strap
  - a. Color: "Stormcloud" RAL 7022
  - b. Signage: Recycling Symbol

#### E. Bicycle Racks:

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide BRP Enterprises, Inc. WA-207-SM-MF or comparable product.
  - a. Color: "Stormcloud" RAL 7022
  - b. Paint 3 coats, smooth glossy finish.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

#### A. Verification Of Conditions:

- 1. Examine areas and conditions under which the Work of this Section will be performed. Report unsatisfactory or questionable conditions to the Contractor.
- 2. Do not proceed with the Work until unsatisfactory conditions have been corrected. Commencement of work implies acceptance of all area and conditions.

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## 3.2 INSTALLATION, GENERAL

- A. Placement and Mounting:
  - 1. Protect pavement from harm including scratching or cracking due to furnishings placement operations. Do not drop or drag furnishings on pavement.

#### 3.3 TESTING CLEANING AND CERTIFICATION

- A. Remove protective covering.
- B. Clean exposed surfaces with clean water. Use cleaner and procedures recommended by manufacturer and fabricator. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning operations.
- C. Repair: After cleaning, examine work and repair unacceptable conditions. Replace defective, broken, permanently stained, or damaged units. Repair unfilled or defective joints.

**END OF SECTION 12 93 00** 

SITE FURNISHINGS 12 93 00 - 2

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### **SECTION 23 00 00**

## PLUMBING, HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

#### PART 1 - GENERAL

### 1.1 REFERENCES

- A. Manual Part 3, Project Planning and Design Guidelines and Standards
- B. Drawing and General Provisions of Contract, including General and Supplementary General Conditions and Division 1 section apply to work in Division 23.
- C. Codes and Standards: Reference Architect's agreement. Include referenced codes and standards in Contract specifications.

### 1.2 SYSTEM DESIGN REQUIREMENTS

- A. The University Philosophy:
  - The university is extremely conscious of maintenance costs. Give special attention in the
    design process to provide for sufficient and safe access space for maintenance of
    mechanical systems. Clearly indicate locations of ceiling and wall access panels and
    other necessary access space. Provide easy access to rooftop equipment.
  - 2. Exterior mechanical installations must not only be designed for proper functions, but must be considered in the aesthetics of building design. Locate large and unsightly installations hidden from public view and enclose appropriately.
  - 3. Show mechanical installations on drawing elevations of structures including, installations projecting above parapet walls.
  - 4. Design systems to provide flexibility in the future. Provide systems that are easily adaptable to new layouts or changes in use. Layout mechanical rooms with space for future equipment. Study the possibility of future needs, expansion, or new equipment at the time the basic design is being formulated.
  - 5. The university is committed to sustainable, low energy use and environmentally friendly buildings. Apply LEED and High Performance Buildings into design and construction.
- B. Certain operations require special HVAC systems consisting of filtration, humidity control, special exhaust systems, or different temperature settings than surrounding spaces. These areas may include, autoclaves, lab equipment, print shop equipment, machine shop equipment, carpentry shop equipment, metal working shops, and laboratories involved in higher level chemical, biological, and radioactive material experimentation. Work with the University Project Manager to identify these areas and determine appropriate design parameters.
- C. Notify the University Project Manager of all modifications affecting supply and exhaust air in animal rooms, laboratories, environmental chambers, confined spaces, trailers, office spaces, darkrooms, and buildings or spaces being renovated or modified for special occupancies.
- D. Obtain a complete list of the chemicals and gases to be used and stored in laboratories. Use this list to determine fume hood exhaust for flammability, toxicity, corrosiveness, and explosion hazards.
- E. If perchloric acid is used, provide a specialized, dedicated hood constructed of stainless steel, porcelain coated, or non-plasticized PVC lined. Label hood "for perchloric acid use only".

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Provide the hood with its own non-reactive duct and exhaust fan and built-in water wash-down system.

- F. Provide galvanized steel, aluminum, PVC coated, or stainless steel ducts for ventilating bio safety cabinets, chemical fume hoods and flammable storage cabinets. Design and install systems to ensure that hoods and ducts are under negative pressure all the way out of the building.
- G. If a hood is tied into an existing central exhaust system serving multiple fume hoods, then the air system will need to be evaluated to determine if it has sufficient capacity for the addition of other exhausted equipment.
- H. Provide make-up air to compensate for the air being exhausted. The location and volume of make-up air is critical to assuring proper fume hood operation and worker protection.
- I. Air Handling Devices
  - Base calculations on methods and data from the most recent issues of ASHRAE, Fundamentals Handbook.
  - 2. AIHA/ANSI standards shall be utilized for projects with .laboratory or industrial ventilation requirements.
  - 3. All AHUs and exhaust fans shall be AMCA certified for sound and air performance
  - 4. Design air conditioning systems to conserve energy. Systems shall automatically adjust to actual space load conditions to reduce energy consumption at part loads. The use of fan powered terminals and fan coil units are discouraged, and any use of these products must be approved by Building Maintenance and Operations through the University Project Manager.
  - 5. Use the following design temperatures for heating and air conditioning systems:
    - a. Winter:
      - 1) Outside air temperature: -10 degree F. outside air temperature. For 100 percent outside air systems use -20 degree F.
      - 2) Inside air temperature: 72 degree F.
      - 3) Wind velocity: 15 mph.
    - b. Summer:
      - 1) Outside air temperature: 100 degree F. dry bulb, 59 Degree F. wet bulb for systems with OSA economizers or 100% OSA Systems, otherwise 95/63.
      - 2) Inside air temperature: 72 degree F dry bulb, 63 degree F wet bulb.
      - 3) Air cooled condensers and dry coolers: 105 degree F.
      - 4) Wind velocity: 8 mph.
    - c. Discuss laboratory, animal holding and other special room requirements with the University Project Manager.
  - 6. Ventilation: Comply with ASHRAE 62 Ventilation Standards. Provide demand control ventilation in highly occupied spaces. Laboratory spaces to comply with ANSI Z9.5.
  - 7. Pressurization: All specified pressure differentials are with respect to the adjacent corridor.

Ante Room (or lab without ante room)	Negative	0.01 (In. H2O)
Laboratory (BSL-2)	Negative	0.01 (In. H2O)
Laboratory (BSL-3)	Negative	0.05 (In. H20)
Office	Positive	0.01 (In. H2O)
Classroom	Positive	0.01 (In. H2O)

Verify pressurization requirements with the university project manager

8. Engineer to indicate pressurization relationships, and specify individual CFM offsets for spaces on the drawings.

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- 9. All research and academic laboratories should be designed with negative pressure, inward air flow. Any deviation from that standard would require a completion and approval by EH&S.
- 10. Locate the supply, return, and/or exhaust in a given space so flow of air will be toward the most contaminated area of that space.
- 11. Do not provide humidity control except when specifically required by the program plan. When humidity control is necessary use plant steam to generate clean steam through a clean steam generator.
- 12. Use outside air for cooling whenever economical. Where practical design systems with economizer cycles that automatically allow the quantity of outside air supplied to the building to be modulated.
- 13. Use transfer fans for cooling for electrical closets where possible except for large main electrical rooms. Do not provide fan coils in secondary electrical closets.
- 14. Filter loading design pressure drops:
  - a. Pre-filters = 0.9 IN WC
  - b. Final-filters = 1.5 IN WC
  - c. HEPA filters = 1.5 IN WC
- 15. Locate air handling equipment inside buildings.
- 16. Discuss the needs for redundant (2N, where N = the number of devices required to meet the load,) and back up (N+1, where N = the number of devices required to meet the load) systems with the UC Project Manager. On mission critical applications, determine the system's single point of failure(s).
- J. Design systems that require 24 hours/day operation separate from those that may require only 8 hours/day operation. Systems that require 8 hours/day of operation shall be zoned appropriately for unoccupied operation.
  - Equipment cooling with domestic water is prohibited. Cooling loads should be supplied chilled water from the campus district chilled water system. Requests for exemption shall be made to the University Project Manager.
  - 2. Unless otherwise specified, isolate all rotating and reciprocating machines so that 90% of the disturbing frequency shall be eliminated.
  - 3. The university utilizes a central Building Automation System (BAS) for control of HVAC functions. Coordinate HVAC tie-ins with the BAS.
  - 4. Avoid small separate heating and cooling devices such as fan coil units and unit heaters except for energy conservation or to facilitate scheduling of air handlers. Where this equipment is used, it shall be controlled by the BAS.
  - 5. Provide occupied-unoccupied programming of systems to initiate shut down of ventilation, exhaust, fan systems, and pumps wherever possible.
  - 6. Use variable air volume supply and exhaust to compensate for diversities in loads and reduce equipment sizes.
  - 7. Water-cooled or air cooled condensers are acceptable depending upon job requirements. Water-type cooling towers are preferred to conserve energy and should be considered on systems 80 tons and larger.
  - 8. Specify electrical by-pass switch, external to the drive at critical locations, with appropriate safeties on variable speed controllers to allow use of the equipment if the variable speed controller fails.
  - 9. Design systems utilizing campus district steam and chilled water.
  - 10. Hydraulically decouple the building pumped systems from Utility Company and/or campus district systems. Reference Part 3 for Steam and Chilled Water Utility Connection standards.
  - 11. Design hydronic systems with two-way valves.
  - 12. Chilled Water Systems: Design chilled water systems with a 14 degree temperature difference. Design buildings with variable flow pumping systems

- 13. Thermostat Locations: Locate thermostats central to the load and where possible near the door. Mount thermostats 60 inches above finished floor except mount adjustable thermostats in accordance with ADA requirements.
- 14. For remodel projects, note for demolition of existing piping to the main riser. Demolition of an existing piping system will include removal of components which do not remain as part of the system, all associated abandoned hangers, valves, supports, and all associated equipment.
- 15. Verify the use of return air plenums with the University Project manager. Where plenums are allowed, all return air grills shall be provided with return air boots.

### K. Laboratories - General:

- 1. Select exhaust fans in a common system to be capable of providing 30 percent extra capacity and pressure. The speed increase shall not exceed the safe recommended speed as specified by the manufacturer of the device.
- 2. Provide laboratory with 100% exhaust.
- 3. Where surrounding structures, building air intakes, public gathering places, or other areas may pocket or concentrate chemical exhaust contaminants from the exhaust systems, then the exhaust shall be treated to minimize point source air contamination by using a high plume dilution exhaust fan.
- 4. Locate laboratory supply air grilles to prevent unwanted cross drafts around specialty equipment such as chemical fume hoods, biosafety cabinets, and atomic absorption spectrophotometers. Airflow shall move from the entrance of the lab towards the lab hood.
- 5. Maintain lab and entry vestibule under negative pressure.
- 6. Maintain the lab more negative than the vestibule.
- 7. Equip hoods with audible and adjustable visual low-flow alarm set to alarm at face velocity as determined by the manufacturer and acceptable with EH&S...
- 8. Provide redundant/backup HVAC systems for air handlers and exhaust fans serving laboratories.
- 9. Fume hoods to be VAV.
- 10. Provide emergency backup power on hazardous exhaust systems and do not shut down upon activation of any alarm. Provide dedicated switches in the building fire alarm panel to allow capability for manual fan shutdown by the fire department.
- 11. Air change rates in laboratory spaces to turn down based on occupancy. Verify air change rate with the university project manager.
- 12. For flammable storage cabinets, do not exhaust. If exhaust is deemed necessary, confirm with EHS and AHJ and provide fire damper. Verify exhaust system can accommodate flammable airstream.
- 13. Provide heat recovery systems on laboratory systems when possible.
- 14. Coordinate minimum air change rates with the University Project Manager and EH&S.
- 15. Mount sash sensors outside fume hoods on corrosive chemical applications.
- 16. The need for a push-button timed over-ride on fume hood sash alarms shall be approved by the University Project Manager and EH&S
- 17. Ventilate Chemical Storage Rooms or Waste Storage Rooms.
- L. Laboratory HVAC Control: The laboratory control system shall perform the following functions:
  - 1. Hood face velocity
  - 2. Laboratory pressurization
  - 3. Laboratory temperature control
  - 4. Proper air distribution
  - 5. Pressurization (either positive or negative) shall be maintained by airflow based on the formula:
    - a. Supply cfm: Exhaust cfm offset cfm.
    - b. Supply cfm: Air supplied to the space to maintain temperature and provide makeup.

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- c. Exhaust cfm: Air leaving the space either through the hood's exhaust or through the general exhaust.
- d. Offset: Is an arbitrary amount set to provide pressurization.
- 6. The lab controller (programmable) shall receive inputs from all controlling devices and provide outputs to control the lab's environment.
- M. Standard Laboratories Biosafety Level 2:
  - Provide 30% reserve capacity in new HVAC systems design to accommodate future research needs and help retard system obsolescence and minimize overall capital outlay.
  - 2. Laboratory air circulation shall comply with ASHRAE standards.
  - 3. Maintain all laboratories under negative pressure.
  - 4. Design laboratory exhaust air grilles with inflow air velocity rates ranging between 500 and 700 linear feet per minute.
- N. Standard Laboratories Biosafety Level 3 (BL3):
  - 1. Design in accordance with the Campus standard "Biosafety Level (BL3) Construction Standards. Copies of this standard are available from the university EH&S.
  - 2. All supply and exhaust from each holding room must be provided with bubble tight control dampers.
- O. Photography Darkroom: The Kodak K-13 photo darkroom design standard shall be used as a guide. All photo darkroom designs shall be specified and/or approved by the university DEHS before any implementation. Minimum requirements to control photochemical vapors, fumes, and dusts are as follows:
  - All darkrooms shall have 100% outside air supply. Exhaust shall be discharged away from any building air intake. Provide a minimum of 8 air changes per hour. Maintain all darkrooms at a negative pressure to its surroundings (0.05 in wg.).
  - 2. Desired and compatible temperature ranges for photo darkrooms shall be 69 to 75 degree F.
  - 3. The university DEHS will participate in photo darkroom design, as there may be special requirements associated with numerous processes that generate hazardous gases and shall approve all plans before any construction takes place.
- P. Environmental Chambers: These units are variable and shall be evaluated individually by the university DEHS before purchase and/or installation.
- Q. Biosafety Cabinets (BSC):
  - Construction of new facilities in campus may require the installation of biosafety cabinets. Some BSCs of the Class II Type B 2 have 100% exhaust requirements. Design of space HVAC systems shall accommodate the exhaust requirements of the BSCs. In addition, filter pressure drops across HEPA filters must be monitored for proper system airflows.
- R. Equip multiple hoods on the same fan system with a control damper at each hood
- S. Animal Facility Design Conditions:
  - 1. Heat and ventilate animal laboratory and animal facilities by an independent system.
  - 2. Conform to the most current edition of the ILAR "Guide for Care and Use of Laboratory Animals", available from the University Project Manager and/or Institutional Veterinarian.
  - 3. Additional guidelines and design criteria for animal holding areas may be applicable. The University Project Manager shall coordinate with the Institutional Veterinarian for additional guidelines.
  - 4. Provide separate ventilation system for the animal facility and system redundancy and system monitoring. Redundant systems required for supply, exhaust, heating and cooling so minimum environmental conditions can be maintained in animal holding with

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- one unit out of service. Discus requirements with Institutional Veterinarian and the University Project Manager.
- 5. Size strainers on floor drains to match the size of sewage material from the animal facilities. The University Project Manager shall coordinate with animal facility personnel.
- 6. All wall and ceiling penetrations (including fire sprinkler heads) to be sealed airtight for vermin control.
- 7. Provide dedicated exhaust system for the cage wash area due to saturated vapor content. Exhaust duct should be stainless steel.
- 8. Provide 100% outside air with MERV 15 filtration.
- 9. All ductwork in animal facilities must be welded stainless steel.
- 10. All supply and exhaust from each animal hold room must be provided with bubble tight control damper. These dampers are controlled individually thru the BAS for decontamination purposes. Coordinate decontamination requirements with the University Project Manager.
- 11. Temperature and Humidity criteria: Maintain temp set points +/- 2 deg between 64-84 deg F. Humidity must be maintained between 30-70% with +/- range of 10% RH (with the low not allowed to go below 30% or high above70%). Depending on species, there may be rooms that require temp and humidity levels outside of range. Discus requirements with Institutional Veterinarian and the University Project Manager
- 12. All facility systems should be on back-up generator
- 13. Locate distribution systems in full accessible interstitial space with a minimum of 6' 8" clear height. All serviceable components should be accessible.
- 14. Mechanical systems should be soundproof to minimize disturbance to research animals. Systems should not be located directly above or adjacent to animal holding rooms.
- 15. Facility should have the following through a central distribution system:
  - a. Medical O2 (NFPA 99 certified)
  - b. CO2
  - c. Vacuum.
- 16. Animal Watering System:
  - An automatic watering system to all animal housing rooms.
  - b. Water is RO with acidification.
  - c. Automatic watering system is flow thru or filtered recirculation system.
  - d. Stainless steel manifold distribution designed in a way to prevent "dead legs."
  - e. System shall be equipped with a programmable flush system for each rack and be centrally monitored for pressure or leaks.
  - f. System should be designed to include treated storage tanks that are sized accordingly to provide minimum of 48hours of animal drinking water (when facility is at full capacity) in an emergency.
  - g. BAS shall monitor system
  - h. See 23 60 00.

# T. Utilities:

- 1. In general, utilities will be included in Division 2 and work in this Division will only extend to 5 feet outside of Building or Structure excavation perimeter.
- 2. Specify the following where exceptions occur and Building Services extensions and connections are made to public utilities:
  - a. Connection charges, membership fees, system development charges, and the like, that in principle allow the right to obtain a services from a Utility Company will be arranged and paid for by the university.
  - b. In the event that the serving Utility Company installs their own taps, service, meters, etc., all costs imposed by this action shall be the responsibility of the Contractor.
- 3. The Campus is a continuously operating facility. Construction of new and maintenance of existing utility systems, equipment and distribution requires capability of isolation of equipment, systems, and branches of the distribution system. It is therefore imperative

that the design and installation of new and modified utility systems include sufficient isolation capability. All work involving the central utility systems (i.e., steam, natural gas, condensate, chilled water, hot water, domestic water, medical gases, and/or vacuum systems), whether upgrade of the system or tie-in to the central system must include provisions for system isolation. Location of isolation devices shall comply with the directives in Section 01040. An isolation plan shall be submitted to the University Project Manager as part of the Schematic Design and Construction Document phases of the project. The University Project Manager will be responsible for approval of the plan and coordination with the Design Team.

- 4. The University Project Manager will furnish information regarding the preferred locations of incoming utility services to the building and waste outlets. This will generally be furnished in the form of a site plan and pertinent elevations will be given. Piping in the building must be generally arranged and oriented to conform to these. Layouts should not be started until this information has been furnished.
- 5. All incoming utilities shall be metered. Meter domestic water per Local standards and meter chilled water, electricity and steam per the university standards, which are available through the University Project Manager. Provide for isolation of meter, bypass around meter, and complete shutoff of meter and bypass.
- 6. All incoming utilities shall be provided with means of isolating the building from the utility distribution system inside the building at the point where the utility enters the building.
- 7. The University Project Manager will furnish the locations of all underground utilities prior to demolition and excavation.
- 8. Steam is distributed from the university Central Utility Plant via direct buried lines. Nominal distribution pressure is 125 psig saturated. All building mains shall be dripped and branches back-graded to the main.
- 9. Install steam service lines to each building with a minimum of 20 pipe diameters straight run for metering.
- 10. Provide main building shut off valves outside the building typically in the mechanical vault
- 11. Insulate all steam and condensate lines. Insulate valves, strainers, and other equipment with removable preformed insulated casings or jackets.
- 12. Steam condensate is returned to the university Central Utility Plant via direct buried lines.
- 13. Condensate receivers with mechanical pumps are not permitted without approval by the university Facility Operations through the University Project Manager. If pumps are used, provide centrifugal duplex type with cast iron receiver. Provide float operated mechanical alternator for switching for alternate service. Size receiver capacity for 25% future capacity. Install flash tanks ahead of receivers.
- 14. Specify methods and locations of trapping.
- 15. Meter steam supply in each building. Steam and condensate meters must be approved by the university Facility Operations through the University Project Manager.

## U. Steam and Condensate Distribution Systems:

- 1. Campus steam is provided by connecting to the piping headers located inside the designated mechanical utility vault. The utility vaults house the expansion joints and condensate trapping stations for the steam service. All penetrations into the utility vaults shall be constructed such that the watertight seal at the wall is maintained. These header connections are typically 12" Sch 40 steel pipe. Saturated steam at 110-125 psig will be provided for the building at the steam header.
- 2. Steam Distribution Piping:
  - a. An isolation valve must be located in the utility vault downstream of the connection to the steam header. The service pipe from the utility vault to the building shall be according to the standard specification for preinsulated piping systems. The service pipe from the vault to the building shall be anchored in un-excavated soil within 5 feet outside of the vault wall and also outside the building wall in order to minimize the expansion directed into the vault and building. Provision for thermal

expansion of the service line must be addressed. Additional expansion loops and anchors may be required depending on the distance and routing. Extreme care should be taken in the design of the high temperature piping systems to avoid excessive stress on the pipe, anchors, vault and building. The slope of the steam connection piping must lie so that the condensate is effectively drained to either the steam header located in the utility vault or to the building.

- b. After the building penetration, isolation flanges and gaskets should be provided to electrically isolate the distribution system from the building in order to prevent electrolytic corrosion on both systems (see REF DWG 1). Provisions to trap the condensate must be made directly after the isolation flanges and gaskets in the building. Downstream of the trapping station an isolation valve must be located inside the building. Directly downstream of the isolation valve and upstream of the building pressure reducing station, a vortex-shedding mass flow meter, pressure and temperature compensating, shall be installed (see specification). This meter will be installed in a length of straight pipe dictated by the particular piping configuration and model of steam meter in order to have accurate measurement. The meter shall be sized to accommodate both the maximum and the minimum flow rates anticipated. If the metering accuracy cannot be maintained at both the maximum and minimum flow values of the meter, a parallel dual meter installation will be needed. If necessary, the combination of two meters must be sufficient to measure low load conditions. The meter output shall report to the Building Automation System (BAS) and communicate with the campus network. Meters may need periodic calibration based on the manufacturer's recommendation.
- 3. Steam Meter Specification: Please see section 23 09 00
- 4. Steam Condensate:
  - a. Condensate return is done by connecting to the headers located inside the mechanical utility vault. These header connections are typically 4" Sch 80 steel pipe.
  - b. An isolation valve must be located in the utility vault upstream of the condensate header and header isolation valve. The service pipe from the utility vault to the building shall be according to the standard specification for preinsulated piping systems. The service pipe must be anchored in un-excavated soil within 5 feet of the vault wall and also outside of the building wall in order to minimize the expansion directed into the vault and building. Thermal expansion of the service line must be provided for outside of the utility vault, between the anchors.
- 5. Draining Piping Low Points:
  - a. If it is necessary to trap and drain the connection line in-between the utility vault and the building, and no practical steam main drainage scheme exists, using only pipe slope (either to the building or to the utility vault), then these traps may be connected directly to the pumped condensate return line. Care must be taken in sizing the steam main from the vault to the building because if the building penetration is located higher than the utility vault connection, and it is desired to drain the condensate into the utility vault, over-sizing the steam main to accommodate counter flow conditions may be necessary.
  - b. Upstream of the building penetration, isolation flanges and gaskets should be provided to electrically isolate the distribution system from the building in order to prevent electrolytic corrosion on both systems. Upstream of the isolation flanges there is located a single trap discharge connection from the steam trap located upstream from the steam isolation valve located inside the building. A steam condensate isolation valve shall be located inside the building upstream of the trap discharge connection.
- 6. Liquid Mover:
  - a. The steam condensate return system is intended to operate in the future under pressure and have no working atmospheric vents after leaving the buildings. All condensate trapped inside the building must be collected in a non-vented receiver

and pumped into the condensate return system using a steam motivated steam condensate pump (see REF DWG 1). Please note that the pressure reducing valves serving the steam condensate pumps are fed with the pressure of the main steam line (110-125 psig) upstream of any pressure reducing stations. This allows the motivation pressure of the steam-powered pumps to be adjusted over time to meet the changing system demands without concern regarding the pressure of the steam for use by the building loads.

- b. It is anticipated that the condensate return line back-pressure will increase as more buildings are constructed and come on line. Building condensate return design should be based on the worst case of 35 psig back pressure, yet be adjustable for the low backpressure that will be seen during the first several years.
- 7. Condensate Return Temperature:
  - a. Minimum steam condensate return temperature from the building is assumed to be 180F. Maximum steam condensate return temperature from the building is assumed to be 200F. Under no circumstance is live steam (other than flash steam) to be introduced into the steam condensate return lines.
  - b. Damage may occur to the insulation and waterproof protective jacketing if excessive pipe surface temperatures are reached. This damage will lower the long-term efficiency and will shorten the service life of the piping system.

# V. Chilled Water Distribution Systems

- The Central Utility Plant (CUP) produces chilled water at 40F and through a variable flow primary distribution system, provides chilled water to the buildings for cooling. There is an assumed heat pickup during distribution of less than 1F.
- 2. As a building design condition, is should be assumed that chilled water will be provided to the buildings at 41F. Chilled water should be returned to the CUP at 56F.
- 3. Chilled Water Connection Configuration:
  - a. The campus chilled water distribution system will operate in a de-coupled manner. A primary-secondary bridle connection and building circulation pumps should be used for building cooling. The CUP provision of chilled water uses variable-flow primary pumping to the building infrastructure connection.
  - b. Campus buildings use internal secondary loops with variable flow pumping to distribute chilled water to the HVAC (Heating, Ventilation, and Air-Conditioning) and process cooling loads (typically process loads are isolated in a tertiary pumping loop using a heat exchanger).
  - c. The primary-secondary pumping interface is an important consideration. Use of a 2-way modulating control valve installed on the return leg back to the CUP is used to maintain a chilled water return of 56F (see REF DWG 2).

## 4. Low Delta T Syndrome:

- a. The CUP is design to accept 56F chilled water return (CHWR) and maintaining this full temperature differential has energy utilization advantages.
- b. The energy cost associated with a low delta T can be avoided, but requires that building designers exercise care both in design and commissioning of their respective building projects.
- c. An important consideration is the ability of the building to maintain 56F chilled water return back to the CUP especially at peak load, but also at part load. As the standard suggestions, using a 2-way control valve to hold building return chilled water at 56F, before allowing it to return back to the CUP, can cause building cooling problems. Building designers need to exercise great caution in considering the potential for chilled water mixing in the de-coupling bypass pipe. The commissioning process should be used to verify high CHWR temperatures leaving individual heat transfer devices within the building, in a dynamic setting, at both peak load, and at part load. Relaxing the requirement of CHWR = 56F will not be a solution to poorly controlled building loads. It is important to consider the matching of flows for building pumping with chilled water demand at the various

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building loads. Flow meters will be used on both the primary loop and the secondary loop to facilitate Building Automation System (BAS) control logic to approximate flow matching.

- 5. Special Consideration of CHWR < 56F:
  - a. The university accepts, with respect to HVAC loads, that there are certain coil entering air conditions, depending on AHU (air handling unit) design, that will not allow chilled water leaving the coil to reach 56F.
  - b. These special circumstances must be identified and approved on an individual building/project basis. Often this is discussed with reference to outside air conditions (OSA), though the range where the OSA temperature impacts specific designs, and consequently the requirement to hold CHWR = 56F, will differ based on the project. For the most part, this difficult operating range covers a small period of time.
  - c. This standard is not intended to require a fixed unyielding conformance to the CHWR = 56F requirement without consideration for undesirable consequences. Unreasonable investment in buildings or wasteful energy practices should be avoided. These exceptions should be discussed, clarified, and approved during schematic design on an individual project basis. During this low coil load scenario, chilled water return to the CUP may be gradually relaxed, at the same time the AHU supply air discharge temperature is gradually raised through a controlled reset schedule. Using creative instrument control sequences, it may be possible to increase CHWR to greater than 56F this is acceptable and desirable (good design practice should strive to minimize all flow through the decoupled bypass/bridal connection both to artificially cause CHWR = 56F to be a set maximum or set minimum).
- 6. 2-way Control Valve:
  - a. Temperature control of the chilled water return back to the CUP must be maintained through a direct acting temperature control loop. The control valve and actuator assembly must be of industrial quality with a combined approximate 100:1 turn-down ratio.
  - b. The control valve will need to be able to close against the possible 100 psi (230' W.C.) differential pressure from the central plant pumps and have 3-5 psid across the valve at full flow.
- 7. Process Cooling:
  - a. Process cooling loads may require a special application during periods of low building load (cold outside air temperature conditions). Process cooling loads are assumed to be generally constant irrespective of outside weather conditions, 24 hours per day and 7 days per week (HVAC loads will be able to take advantage of outside air economizers). Process loads should have coils sized for warmer chilled water for those periods of time when the CUP will have elevated supply temperatures as it operates in free cooling mode(it is likely that the heat exchanger could return water warmer than 56F).
  - b. Serving process loads during winter weather will often require the use of a smaller "minimum flow" chilled water pump for low load conditions as the main pump VFD control usually does not want to reduce flow to below 30% of schedule chilled water flow (end of main bypass with 3-way control valves should not be used).
- 8. CUP Chilled Water Re-set Schedule:
  - a. Building design should reflect an increased chilled water supply temperature during cold outside conditions. CUP provided chilled water supply temperature will increase during cold weather as shown in the schedule.
    - 1) If OSA > 45 F, then building design at CHWS = 41F (standard condition)
    - 2) If OSA < 45 F, then building design at CHWS = 46F (free cooling mode)
- 9. High Static Head Problem:
  - a. CUP pumping operation at future build-out is based on a fixed maximum working pressure. During peak operation, dynamic pump head in combination with

potential static head due to a high column of water, could exceed the CUP design basis if precaution is not considered. To that end, the highest point of the building chilled water piping system (including all connected equipment and piping) should not be higher than an elevation of 5,475 FT A.S.L. because of the static pressure induced on the campus system by the building piping system. In this case, use a flat plate heat exchanger(s) and building circulation pump(s) to isolate the building and campus chilled water systems (typically process loads are isolated in a tertiary pumping loop using a heat exchanger, in some cases the entire building will be served by a chilled water heat exchanger).

## 10. Flat Plate Heat Exchanger:

- a. Use of a flat plate heat exchanger is required when the highest point of the building chilled water piping system exceeds the elevation of 5,475 FT A.S.L. because of high static head. Alternatively buildings may have both a direct de-coupled chilled water connection to the CUP and an indirect connection through the use of a heat exchanger. In many cases, in buildings with significant process cooling requirements, these cooling loads will all be served by a chilled water heat exchanger and a downstream tertiary pumping loop. In either case, the chilled water piping system downstream of the heat exchanger must be considered as an isolated system. This system must have provision to manage its own makeup water and chemical treatment. The piping system downstream of the heat exchanger must have provision for expansion capacity. The tertiary chilled water system should be designed to utilize warmer chilled water to account for both a 3 F approach or less and elevated CUP chilled water supply temperatures during winter operation (please see CUP free cooling mode chilled water supply reset).
- b. If the entire building is served by a flat plate heat exchanger (ideally this should be avoided if AHU's can be kept below the approximately tenth story roof elevation) when significant building chilled water equipment is above the specified elevation or if the process cooling heat exchanger is directly connected to CUP chilled water system, then the direct connection of the heat exchanger to the primary chilled water distribution network should be sized for a differential pressure of no more than 6.5 psid at the maximum flow (source side).

# 11. Central Utility Plant Water Treatment Management:

- a. No makeup water or chemicals shall be introduced into the chilled water system at the building when directly connected to the CUP system. All chemical treatment will occur at the CUP. Piping system expansion capacity for each building project will be provided for at the CUP. The building mechanical systems designer must provide the campus Facilities Operations engineering staff with the calculated amount of expansion required for the building project from the point of connection with the campus system. All equipment and connections shall be specified for 150 psig ratings (flanges, gaskets, Victaulic connections, etc.). This is the rating of the campus distribution system chilled water piping.
- 12. Chilled Water Meter Specification: Please see section 23 09 00.
- 13. Reference Drawings:
  - a. The following diagrams are referenced in the above text and are for general use and design discussions. Valves are shown as a generic valve symbol and are not meant to depict a particular type of valve. It is important to emphasize again, that each particular installation is unique and may require a different approach to the installation.
    - 1) REF DWG 1: Steam Connections Inside Buildings
    - 2) REF DWG 2: Chilled Water Connections Inside Buildings

### W. Energy Conservation:

1. The university is dedicated to the principle of conserving energy and will scrutinize proposed construction for means of reducing not only initial cost, but also long range operating and maintenance costs. Buildings will be designed making the most efficient

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- use of building materials and energy sources available. Compliance with the standards in ASHRAE Standard 90 is a minimum requirement.
- 2. Give consideration to building utilization by planning for conservation between summer and winter and for periods of minimum occupancy. Design systems that require 24 hours/day operation separate from those that may require only 8 hours/day operation. Systems serving spaces with special year-round cooling loads e.g., computer rooms, data centers, equipment rooms, shall be designed separate from the building HVAC system.
- 3. Conservation of energy should be a significant factor in specifying or selecting equipment, system, controls, and sequence of operation. The alternatives shall be evaluated through life-cycle costing and presented to the campus energy engineer through the University Project Manager for approval.

## X. Equipment Rooms:

- 1. Separate mechanical equipment rooms from electrical equipment rooms. Limit access to these rooms to authorized maintenance personnel only. House equipment requiring access by building or laboratory personnel separately.
- Arrange access to equipment rooms so entry will not disturb the occupants or normal functions of the building. Outside access doors are preferable. Coordinate door sizes with the largest equipment size. Provide adequate heights for walking and moving equipment into and out of room.
- 3. Comply with ASHRAE standards and State of Colorado regulations for design and construction of mechanical refrigeration systems and related monitoring, ventilation, and storage of refrigerants.
- 4. Arrange and locate equipment rooms so that heat and sound will not be transmitted to other parts of the building. Insulation and ventilation are required where applicable per standard requirements. Where applicable size service elevators for equipment removal from basements and penthouses.
- 5. Locate equipment having parts which must be removed for maintenance (filter, coils, fan shafts, tube bundles, etc.) so that removal may be accomplished with adequate access and without interference with other functions of the building.
- 6. Surround the room with a 6 inch curb, a 2 inch cant, and waterproof the floor. Provide floor drains and slope floor to drains.
- 7. Provide high water detection alarms in all mechanical and equipment rooms at lowest point of floor. Provide a 3/4 inch conduit between high water alarm and the specified alarm panel for remote alarm.
- 8. Where possible lifting eyes should be permanently placed to aid in lifting and removal of mechanical equipment weighing over 100 pounds. Lifting eyes shall not be blocked by any device.

#### Y. Pipe and Duct Spaces in Chases:

- 1. Provide excess horizontal and vertical area in duct chases and pipe runs for future use where possible 25%, office buildings should have 10% excess.
- 2. Provide full size doors for access at each floor of chase with steel floor grating for service and maintenance. Provide additional reduced size access doors where full size doors will not work to maintain and service devices and/or components within the duct.

# Z. Pipe and Duct Penetrations:

- Specify and detail the manner in which pipes pass through roofs, walls, floors, and ceilings. Fire ratings must be maintained for all penetrations. The Contractor responsible for cutting or drilling holes and flashing, sealing, or otherwise furnishing them must be clearly designated in the project documents.
- 2. Design pipe, and duct penetrations so that minimum opening remains after installation. Seal openings to prevent passage of rodents, birds, bugs, fire and smoke. Materials used shall be sufficient to maintain fire rating of the wall, floor, ceiling and/or roofs.

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- 3. Provide for continuous insulation for pipes and ducts passing through openings.
- 4. Provide tubing or pipe (not sheet metal) sleeves for all utility services passing through structural walls and slabs. All sleeves passing through slab floors shall project a minimum of 1 inch above the slab and be sealed water tight to the slab.
- 5. Provide toe boards and handrails when floor grating is more than 4 feet above the walking surface below.
- AA. Provide concrete curbs in mechanical rooms to contain water spills.

### BB. Access/Accessibility:

- 1. Any device, equipment and/or component having a moving part or that requires maintenance and/or service shall be easily accessible. If it is located above solid ceiling, in a chase or other concealed areas, an access door shall be provided so that parts can be exchanged and work be done as required. Minimum panel size to be 24 inches by 24 inches
- 2. Design and install utility distribution systems (i.e., conduit, piping, ductwork, etc.) in a layered configuration in the areas of renovation or new construction. Take into account the access to devices, equipment, and/or components.
- 3. Locate access to equipment and valves outside critical areas, clean rooms, and red zones. Obtain a list of specific areas from the University Project Manager.
- 4. Locate systems to provide access to devices and components that require access or maintenance. Design system hierarchy above ceilings as follows:
  - a. Plumbing waste, vent piping and roof drain mains and leaders.
  - b. Cable trays
  - c. Supply, return, and exhaust ductwork
  - d. Fire sprinkler mains and leaders.
  - e. Electrical conduit and duct banks.
  - f. Domestic hot and cold water, medical gas piping
  - g. Fire sprinkler branch piping and sprinkler run-outs.
- 5. Submit a system layering plan including electrical components to the University Project Manager for review and approval as part of the Schematic design phase of each project.

# CC. Acoustical Criteria:

- Design systems to provide noise levels from equipment and ductwork not to exceed, ASHRAE NC-35 in class room, 40-45 in laboratories in all 8 octave bands.
- 2. Coordinate acoustical requirements for application specific areas.
- 3. Exceptions:
  - a. Spaces within 15 foot radius from supply and return ducts from shafts: NC-40.
  - b. Lobbies, Toilets, Commercial Areas: NC-45 50
  - c. Kitchens: NC-45 to 50.
  - d. Mechanical Rooms: NC-50 to 60.

# DD. Temporary Facilities:

 Do not use permanent building equipment without written permission from the University Project Manager. If equipment is used for temporary heating or cooling, maintain equipment per manufacturer's instructions and protect with filters, strainers, controls, reliefs, etc. Do not start the guarantee period until the equipment is turned over to the university for use.

# EE. Painting:

- 1. All piping, conduit and equipment in unfinished areas shall be painted as required for preservation and identification.
- All exposed work in finished areas shall be painted for appearance as directed by the Architect.

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3. Painters will cover or mask off equipment tags, nameplates, etc., before painting and then remove masking in such a way that it does not destroy the information on the tag or nameplate.

### FF. Process and Control Air:

1. Air supply for control of HVAC devices having electric or electronic components shall be dried through a refrigeration air dryer or desiccant dryer.

# 1.3 SUBMITTALS

- A. Submittals shall be made in accordance with Section 01300 and as required by various Section of Divisions 21, 22, and 23 with the following provisions:
  - Submittals will be reviewed by the Engineer to determine that the materials, equipment, and installation methods are in accordance with the project design concepts. The Contractor shall be responsible for space requirements, configurations, performance, bases, supports, structural members and openings in structure, and other apparatus that may be affected by the material, equipment, or installation.
  - 2. Include current, published catalog and specification sheets pertaining to proposed material and equipment.
  - 3. Identify each item with identification symbols identical to those used on the drawings and/or in the specifications.
- B. Operation and Maintenance Manual: Furnish operation and maintenance manuals for equipment and systems installed under Divisions 21, 22, and 23 of the standards in accordance with Section 01730 and the following.
  - Submit one copy of the manual to the Engineer for preliminary review prior to production
    of the final manuals.
  - 2. Following review of the preliminary manual by the Engineer prepare and submit final copies of the manual complying with the Engineer's comments noted on the preliminary manual.
  - 3. Include the following information:
    - a. Alphabetical list of all system components with the name, address, and 24-hour phone number of the company responsible for servicing each item during the first year of operation.
    - b. Manufacturer's data that are applicable to the installed equipment such as the following:
      - 1) Shop drawings (reviewed and accepted
      - 2) Product and performance data (reviewed and accepted)
      - 3) Installation instructions
      - 4) Lubrication instructions
      - 5) Wiring and temperature control diagrams (reviewed and accepted Shop Drawings)
      - 6) Parts lists
      - 7) Copies of warranties
      - 8) A compilation of the manufacture's recommended maintenance schedule and routines for each piece of equipment
    - c. A simplified description of the operation of each system including, the function of each piece of equipment within the system. Support descriptions with a schematic flow diagram when applicable.
    - d. Emergency procedures for equipment operation during a fire or following the failure of major equipment. Describe procedures for normal starting, operating, shutdown, and long-term shutdown.
    - e. Maintenance instruction including valves, valve tag, and other identified equipment lists, proper lubricants and lubricating instruction for each piece of equipment, and necessary cleaning, replacing, and adjusting schedules.

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- f. Assembly, installation, alignment and adjustment instructions.
- g. System balancing report.
- h. Temperature controls, cut sheets and record drawings.
- i. Commissioning checklists and certification.
- C. Record Documents: Furnish record documents for equipment and systems under Divisions 21, 22, and 23 of the Standards in accordance with Section 01720 and the following:
  - 1. Mark drawing prints to indicate revisions to piping and ductwork, size and location both exterior and interior; including locations of coils, dampers, and other control devices, filters, boxes, and similar units requiring periodic maintenance or repair; actual equipment locations, dimensioned from column lines; actual inverts and locations of underground piping; concealed equipment, dimensioned to column lines; mains and branches of piping systems, with valves and control devices located and numbered, concealed unions located. Note changes of ductwork or piping on the drawings if it has been relocated more than 1 foot from where shown on the drawings.
  - 2. List all equipment parameters on the drawings in schedules whenever possible. Include room number where equipment is located.
  - 3. At the completion of the project, mark all valve tag numbers on the drawings and turn these drawings over to the University Project Manager.
  - 4. Provide standard long-form specifications.
- D. Spare Parts: Refer to Section 01 78 46 Extra Stock Materials.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualification:
  - Workmanship shall conform to the highest industry standard for each specific type of work.
  - 2. Perform work in accordance with standard commercial practices.
- B. Comply with Part 3 of this manual, state and federal codes, rules and regulations. As a minimum requirement, codes, rules and regulations take precedence over the drawings and specifications. Where the requirements of the drawings and specifications exceed those of applicable codes, rules and regulations, the drawings and specifications shall govern.
- C. Chemical and physical properties, design, and performance characteristics of all material and equipment, and methods of construction shall be in accordance with the following applicable codes, regulations and standards. Current editions in effect 30 days prior to receipt of bids will apply.
  - 1. Air Conditioning and Refrigeration Institute (ARI)
  - 2. Air Movement and Control Association, Inc. (AMCA)
  - 3. American Gas Association (AGA)
  - 4. American National Standards Institute (ANSI)
  - 5. (ASHRAE) American Society of Heating, Refrigerating and Air Conditioning Engineers
  - 6. American Society of Mechanical Engineers (ASME)
  - 7. American Standard Code for Pressure Piping (ASCPP)
  - 8. American Society for Testing and Materials (ASTM)
  - 9. American Water Works Association (AWWA)
  - 10. Compressed Gas Association (CGA)
  - 11. Environmental Protection Agency (EPA)

### 1.5 DELIVERY, STORAGE AND HANDLING

A. All mechanical equipment and materials shall be delivered, stored and handled in accordance with manufacturers instructions and the requirements of Section 01 10 00.

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### 1.6 WARRANTY

- A. All mechanical equipment, materials and workmanship warranties shall be provided in accordance with the requirements of Section 01740 and the following:
  - Warranty all equipment, materials, workmanship, and proper operation of equipment and apparatus for a period of one year from date of final acceptance unless indicated otherwise in the individual sections. Extended warranty periods are identified in individual sections.
  - 2. Compile and assemble the warranties specified in the individual sections into the operating and maintenance manuals.
  - 3. Provide complete warranty information for each item to include date or beginning of warranty or bond; duration of warranty or bond; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

# PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. As specified in individual sections.

### 2.2 MATERIALS, GENERAL

#### A. Products:

- 1. Provide material and equipment new and free from defects.
- 2. Install all material and equipment in accordance with the manufacturer's current published recommendations.
- 3. Certain materials and equipment are specified by manufacturer and model or catalog number. Such specified items are the basis of design and establish a degree of quality, performance, and physical configuration.
- 4. Equipment and materials manufactured by any one of the manufacturers listed on the drawings or in the specifications will be acceptable.
- 5. Where no manufacturer is listed, provide a standard product meeting the requirements of the drawings and specifications, and manufactured by a firm regularly engaged in the manufacture of such products. All equipment, when possible, shall be:
  - a. Manufactured and purchased in Colorado
  - b. Manufactured and purchased in the USA.
- 6. Requests prior to bid for approval of equipment or material not specified shall be done in accordance with the requirements of Section 01 25 00.

### PART 3 - EXECUTION

A. Additional charges will not be authorized due to the contractor's failure to become familiar with the existing conditions.

## 3.2 INSTALLATION, GENERAL

- A. Permits and Inspections:
  - 1. Secure all required permits, the university will pay for permit and inspection costs.
  - 2. Pay all applicable royalties, inspection fees, taxes, and licenses.
- B. Responsibility of Contractor:
  - 1. The contractor is responsible for the complete installation and satisfactory operation of all work in accordance with requirements of the drawings and specifications.
  - 2. The component parts of the installation shall function together as workable systems. Each system shall be left with all parts adjusted and in proper working order.

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#### C. Coordination:

Coordinate project in accordance with Section 01040.

# D. Scaffolding, Rigging, and Hoisting:

- 1. Provide all scaffolding, rigging, and hoisting necessary to safely accomplish the work following OSHA requirements.
  - a. Remove from premises when no longer needed.
- 2. Provide necessary services to deliver, erect, place, and install all equipment and apparatus furnished.

# E. Damaged Surfaces:

- 1. At completion of the work, all mechanical material and equipment furnished shall be inspected for damage.
  - a. Repair damaged factory finishes to match adjacent, undamaged areas.
  - b. Replace deformed metal cabinets, jackets, and enclosures with new items. Finish shall match similar undamaged items.

## 3.3 TESTING, CLEANING AND CERTIFICATION

#### A. Cleanup:

- 1. At completion of the work, check and thoroughly clean all equipment.
  - a. Clean coils and plenums.
  - b. Clean under, in, and around equipment.
    - 1) Clean exposed surfaces of piping, ducts, and hangers.
    - 2) Clean equipment cabinets and enclosures.
    - 3) Provide and install new filters for equipment.

## B. Project Closeout:

 Verify that all work has been completed prior to requesting final walkthrough, including Contractor's preliminary review of mechanical systems start-up and acceptance checklists.

### 3.4 COMMISSIONING (DEMONSTRATION)

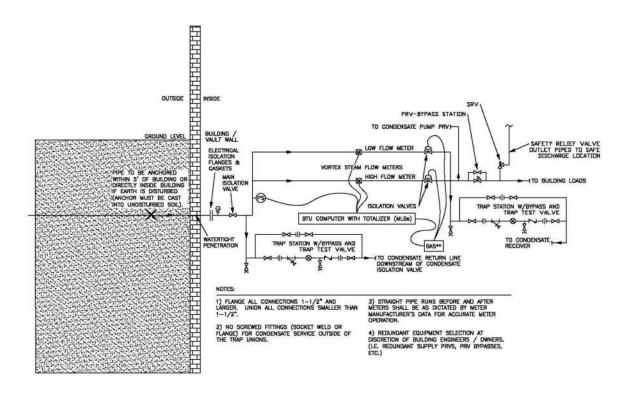
A. Training and Demonstration: Schedule instructional meetings for the university's Facilities Operations maintenance personnel on the proper operation and maintenance of mechanical systems. Provide the project manager a minimum of 5 days notice prior to any training, demonstration, or testing.

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# PART 4 - ILLUSTRATIONS

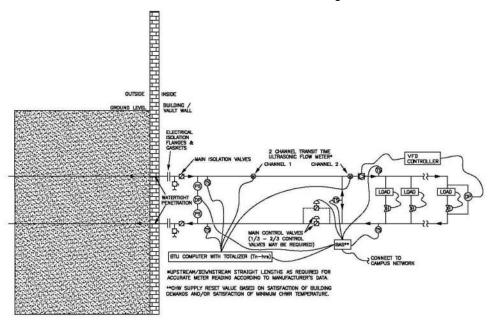
A. REF DWG 1: Steam Connections Inside Building

A.

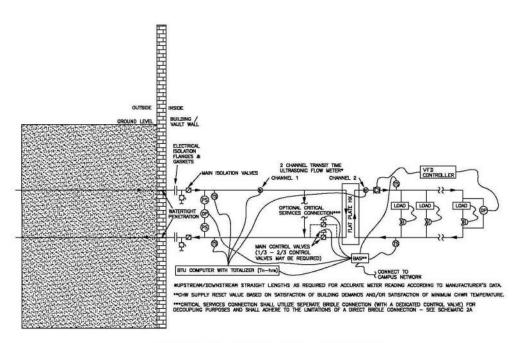


REF: SCHEMATIC 1 STEAM CONNECTION INSIDE BUILDING

REF DWG 2: Chilled Water Connections Inside Building



REF: SCHEMATIC 2A CHILLED WATER CONNECTIONS INSIDE BUILDINGS WITH BRIDLE



REF: SCHEMATIC 2B CHILLED WATER CONNECTIONS INSIDE BUILDINGS WITH HEAT EXCHANGER

### **END OF SECTION 23 00 00**

### **SECTION 23 05 23**

#### **GENERAL-DUTY VALVES FOR PIPING**

#### PART 1 – GENERAL

# 1.1 SYSTEM DESIGN REQUIREMENTS

#### A. General Information:

- Show all valves on the drawings. Do not rely on a general note in the specifications or on the plans.
- 2. For applications up to 2", specify full port ball valves. Butterfly valves are acceptable if pressure and leak risks are low.
- 3. Valves adjacent to equipment should have unions/flanges provided to allow for removal with minimal labor effort.

### B. Isolation Valves:

- 1. Provide valves for isolating sections of piping systems. It should be possible to isolate; the entire building, separate floors, separate wings, toilet rooms, machinery rooms and other natural subdivisions of the buildings.
- 2. Provide valves for isolating equipment and fixtures. Place valves on both sides of backflow and check valves to permit inspection.
- 3. Do not use isolation valves for balancing and do not use balancing valves for isolation.
- 4. Isolation valves can be ball type (up to 2 inch), gate, or butterfly as deemed appropriate by designer for the type of service, pressure, and fluid.
- 5. Ball valves are acceptable as isolation valves for most hot water heating systems, domestic water systems, distilled or ionized water systems, blow-down valves, drain valves and other low hazard, low pressure systems.
- 6. Gate valves are required as isolation valves for steam supply and condensate return systems, chilled water supply, and condenser water systems and other high hazard, high pressure systems. Gate Valves installed on steam systems must have stainless steel gates and seats
- 7. Butterfly valves are acceptable alternates as isolation valves for chilled water systems, and other low hazard, low pressure, systems where the entire system can be shut down if necessary to accommodate leaky isolation valves.

## PART 2 - PRODUCTS

# 2.1 MANUFACTURERS

- A. Hydronic Ball Valves:, Apollo, Crane, Jamesbury or Jenkins.
- B. Hydronic Gate Valves (less than 2 inches): Stockham, Crane, Grinnell Corp, or Jenkins.
- C. Hydronic Gate Valves (2 inches or larger): Crane, Jenkins, Lunkenheimer, or Walworth.
- D. Hydronic Butterfly Valves: Dezurik, Crane, Jenkins, Stockham, Keystone or Centerline.
- E. Steam and Condensate Gate and Globe Valves: Stockham, Crane, Jenkins, or Walworth.
- F. Steam and Condensate Butterfly Valves: Jamesbury, Vanessa, or Keystone.

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- G. Heating Water P/T Relief Valves: Bell & Gossett, Watts, Farris, Kunkle, Watts Regulator Co., or Spirax Sarco.
- H. Circuit Setters: FDI, Armstrong, Bell & Gossett, Tour Anderson.

### 2.2 MATERIALS, GENERAL

- A. Ball Valves:
  - 1. Blowout proof stems, 3-piece, full port type, brass or bronze body, chrome plated or stainless steel ball, Teflon seals and seat, vinyl-covered handle with memory stop. Pressure rating 150 psi SWP and 600 psi WOG.
  - 2. Ball valves shall be 2 inch or less. Larger pipe sizes shall require gate or butterfly valves.
- B. Gate Valves: Solid wedge, rising stem type, except where clearance is a problem.
- C. Globe Valves: Renewable disc, rising stem. Install where throttling may be necessary.
- D. Butterfly Valves: Cast iron body, lug style, 150 psi pressure rating, aluminum bronze disc, 416 stainless steel stem, EPDM seat. Provide with cap screws instead of stud bolts to permit valve to remain in place with one flange removed.
- E. Balancing or Throttling Valves:
  - 1. Use eccentric plug, globe or angle valves for balancing. Do not use gate valves.
  - 2. Butterfly valves equipped with memory stops may be used as balancing valves.
- F. Safety Relief Valves: Brass or bronze body, designed, rated, and stamped in accordance with ASME. Steel and cast iron body valves may be used for steam service.
- G. Gas Valves: Lubricated plug or AGA-approved ball valves.
- H. Clean Steam: 316 stainless steel.

#### PART 3 - EXECUTION

# 3.1 INSTALLATION, GENERAL

- A. General Duty Valve Applications: The drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
  - 1. Shutoff duty: Use valve type as indicated on drawings and in this section.
  - 2. Throttling duty: Use globe (steam only) and plug (heating and chilled water).
- B. Install shutoff duty valves at each branch connection to supply mains, at supply connection to each piece of equipment and elsewhere as indicated.
- C. Install throttling duty valves at each branch connection to return mains, at return connections to each piece of equipment, elsewhere as indicated.
- D. Install plug valves on the outlet of each heating or cooling element and elsewhere as required to facilitate system balancing.
- E. Install drain valves at low points in mains, risers, branch lines, and elsewhere as required for system drainage. Provide 1/2-inch ball valves with chain end cap at all tops of risers to be used for venting.

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- F. Install check valves on each pump discharge and elsewhere as required to control flow direction.
- G. Install pump discharge valves with stem in upward position; allow clearance above stem for check mechanism removal.
- H. Install safety relief valves on hot water generators, and elsewhere as required by ASME Boiler and Pressure Vessel Code. Pipe discharge to floor without valves. Comply with ASME Boiler and Pressure Vessel Code Section VIII, Division 1 for installation requirements.
- I. Install pressure reducing valves on hot water generators, and elsewhere as required to regulate system pressure.
- J. Install valves with stems upright or 45 degree maximum, never inverted. When and if steam valves have to be mounted inverted they shall have a valve bonnet drain.
- K. Mount all valves so operation is possible without interference from pipes, pipe hangers, walls, etc.
- L. Valves (4 inches and larger) located more than 7 feet above floor in mechanical equipment rooms shall be chain operated.
- M. Install valves easily accessible. Provide access panels when it becomes necessary to install valves above gypsum ceilings.

**END OF SECTION 23 05 23** 

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# **SECTION 23 05 53**

### **IDENTIFICATION FOR PIPING AND EQUIPMENT**

### PART 1 - GENERAL (NOT USED)

# PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Identification Devices:
    - a. Seton Name Plate Company
    - b. Marking Services, Inc.
    - c. National Marker Co.
  - 2. Paint:
    - a. Benjamin Moore
    - b. Devoe
    - c. Glidden

### 2.2 MATERIALS, GENERAL

- A. Plastic Pipe Markers
  - 1. Pipe labels that adhere to pipe or insulation surface with directional arrows.
- B. Tags:
  - 1. Engraved anodized aluminum or engraved plastic, 2-inch diameter. Pre-punched and provided with brass chain.
- C. Labels and Nameplates:
  - Laminated three-layer plastic with black engraved letters on light contrasting background color, drilled for mounting with two sheet metal or brass screws. Pressure-sensitive embossed labels are not acceptable.
- D. Paint Stencils:
  - 1. Use metal stencils only. No cardboard stencils are allowed.
    - a. Size of Legend and Letters for Stencils:

Insulation or Pipe Diameter	Length of Color Field	Size of Letters
3/4" to 1-1/4"	8"	1/2"
1-1/2" to 2"	8"	3/4"
2-1/2" to 6"	12"	1-1/4"
Ductwork & Equipment	N/A	2-1/2"

#### E. Paint:

- Exterior grade oil-based alkaloid gloss stenciling spray paint. Color complying with NEMA Z535.1.
- F. Underground Plastic Line Markers:
  - 1. Multi-ply tape consisting of solid aluminum foil core between 2 layers of plastic tape, not less than 6-inches wide x 4 mils thick.

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#### G. Valve Schedule Frames:

1. Provide frames of finished hardwood or extruded aluminum, with non-glare glass.

#### PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

A. Provide pipe identification, valve tags, stencils, or engraved name plates to clearly identify all mechanical equipment, including motors, piping and controls of the various mechanical systems and direction of flow in piping.

# B. Plastic Pipe Markers

1. On bare pipe when surface temperature exceeds 180 degree F provide a 1- inch thick insulation band under marker for protection from the hot pipe.

# C. Piping, Ducts, and Equipment Identification:

- Piping:
  - a. Identify all piping accessible for maintenance in crawl spaces, tunnels, above ceilings, and access spaces as well as exposed to view utilizing stenciled markings according to the following procedures:
    - 1) Use an arrow marker for each pipe-content legend. The arrow shall always point away from the pipe legend and in the direction of flow. Color and height of arrow to be same as content legend lettering.
    - 2) If flow can be in both directions, use a double-headed arrow indication.
    - 3) Apply pipe legend and arrow indication at every point of pipe entry or exit where line goes through wall or ceiling cut.
    - 4) Apply pipe legend and arrow indication within 3 inch of each valve to show proper identification of pipe contents and direction of flow.
    - 5) Apply legend to the pipe so that lettering is in the most legible position. For overhead piping, apply legend on the lower half of the pipe where view is unobstructed, so that legend can be read at a glance from floor level.
    - 6) Pipes under 3/4 inch O.D.: Fasten brass tags securely at specified legend locations.
    - 7) Legend on steam piping, condensate return, compressed air, gas, and vacuum systems: Include working pressure or vacuum.

#### Valves:

- System service valves located inside the building: Tag and identify as to type of service.
- b. Valves or cocks controlling branch mains or risers to various portions of the building: Tag and identified as to service and location.

# 3. Controls:

- a. Magnetic starters and relays: Install nameplates or stencil to identify connecting or controlled equipment.
- b. Manual operating switches, fused disconnect switches and thermal over-load switches which have not been specified as furnished with indexed face plates: Install nameplates or be stencil as to controlled equipment.
- c. Automatic controls, control panels, zone valves, pressure electric, electric pressure switches, relays, and starters: Clearly identified with unit served and function.
- d. Identify all starters, disconnect switches, and manually operated controls, except integral equipment switches with nomenclature corresponding to operating instructions in the "Operation and Maintenance Manual". Coordinate with the university Facilities Operations personnel through the university Project Manager.
- 4. Fans:

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- a. Label exhaust fans, air handling units and connecting ductwork supplying one or more areas from an equipment room or isolated crawl or furred space. Install nameplate or stencil as to plan code number, service and areas or zones served.
- 5. Pumps:
  - a. Identify as to service and zones served.
  - b. Install nameplate or stencil system served on base mounted pumps.
  - c. Install brass tags secured by tie wires on small in-line pumps.
- 6. Storage Tanks, Water Treatment Equipment and Heaters:
  - Stencil service on tanks and heaters
  - b. Label connecting pipes and indicate the service temperature entering and leaving the tank or heater.

# 7. Air Conditioning Equipment:

- a. Equipment such as chillers, pumps, condensers, or rooftop equipment: Identified by stencils, or system nameplates. Labels of remote equipment shall also indicate the space(s) being served and the location of their electrical breaker (Panel ID, Room No. And Circuit).
- b. Identify locations of air handling devices which have filters and are above accessible ceilings by a blue circular dot or tack at least 3/4 inch in diameter, or embossed tape, adhered to the nearest T-bar.

#### 8. Access Doors:

- a. Provide engraved nameplates or painted stencils to identify concealed valves, controls, dampers or other similar concealed mechanical equipment.
- b. Identify the locations of fire dampers above accessible ceilings with a red circular dot at least 3/4 inch in diameter, or embossed tape, adhered to the nearest T-bar. Access door shall be painted red.
- c. Obtain the university Project Manager's approval before installation on all access doors in finished areas.

# 9. Lift-Out Ceilings:

- a. Provide engraved nameplates on ceiling tee stem (screwed or riveted, adhesive not allowed) to identify concealed valves, filters, fire/smoke dampers or similar concealed mechanical equipment that is directly above nameplate in ceiling space.
- b. Obtain the university Project Manager's approval before installation.

### 10. Terminal Units:

- a. Identify all units with unique numbers corresponding to the drawings, and indicate the space being served.
- b. Use engraved plastic laminate labels affixed to each box by screws or rivets.

## 3.2 SCHEDULES

# A. Piping Identification

Classification	Color of Field	The Campus Letters	Legend
Materials Inherently Hazardous:			
Flammable or Explosive:			
Natural Gas	Yellow	Black	NG
Lab Waste	Yellow	Black	AW
Extreme Temperatures or Pressures:	Yellow	Black	
Domestic Hot Water	Yellow	Black	Dom HW
Domestic Hot Water, Circulating	Yellow	Black	Dom HWC
Heating Water Supply	Yellow	Black	HWS

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Classification  Color of Field  The Campus Letters  Legend  Heating Water Return  Yellow  Black  LPS  Low Pressure Steam  Condensate  High Pressure Steam  Condensate  Field  Yellow  Black  LPS  LPS  Low Pressure Steam  Condensate  High Pressure Steam  Condensate  Field  Yellow  Black  LPS  LPSC  LPSC  High Pressure Steam  Condensate  Black  HPS  High Pressure Steam  Condensate  Boiler Feed Water  Yellow  Black  BFW  Refrigerant  Yellow  Black  REF  High Pressure Compressed  Air  (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture:  Distilled Water  Green  White  Dom CW			
Low Pressure Steam  Low Pressure Steam  Condensate  High Pressure Steam  Condensate  Yellow  Black  HPS  High Pressure Steam  Condensate  Yellow  Black  HPS  High Pressure Steam  Condensate  Boiler Feed Water  Yellow  Black  BFW  Refrigerant  Yellow  Black  REF  High Pressure Compressed  Air  (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture:  Green  White  DW			
Low Pressure Steam Condensate  High Pressure Steam Yellow Black HPS High Pressure Steam Condensate  Yellow Black HPSC  Boiler Feed Water Pressure Steam Yellow Black BFW Refrigerant Yellow Black REF  High Pressure Compressed Air (over 90 psig)  Materials of Inherently Low Hazard: Liquid or Liquid Admixture: Green White Distilled Water  Black CA  CA  DW			
Condensate  High Pressure Steam  High Pressure Steam  Condensate  Pellow  Black  HPS  High Pressure Steam  Condensate  Boiler Feed Water  Refrigerant  High Pressure Compressed  Air  (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture:  Green  White  DW			
High Pressure Steam High Pressure Steam Condensate  Boiler Feed Water  Refrigerant High Pressure Compressed Air (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture:  Green  Yellow Black HPSC  Black BFW  REF  Hellow Black CA  CA  CA  White  DW			
High Pressure Steam Condensate  Boiler Feed Water  Yellow  Refrigerant  High Pressure Compressed Air (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture:  Green  White  HPSC  Black  HPSC  Black  REF  Hellow Black  CA  CA  White  DW			
Condensate  Boiler Feed Water  Yellow  Refrigerant  Yellow  Refrigerant  Yellow  Black  REF  High Pressure Compressed  Air  (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture:  Green  White  Distilled Water  Black  CA  CA  White			
Boiler Feed Water Yellow Black BFW  Refrigerant Yellow Black REF  High Pressure Compressed Air Yellow Black CA  (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture: Green White  Distilled Water Green White DW			
Refrigerant Yellow Black REF  High Pressure Compressed Air Yellow Black CA  (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture: Green White  Distilled Water Green White DW			
High Pressure Compressed Air (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture: Green White  Distilled Water Green White DW			
Air Yellow Black CA (over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture: Green White  Distilled Water Green White DW			
(over 90 psig)  Materials of Inherently Low Hazard:  Liquid or Liquid Admixture: Green White  Distilled Water Green White DW			
Materials of Inherently Low Hazard:  Liquid or Liquid Admixture: Green White  Distilled Water Green White DW			
Liquid or Liquid Admixture: Green White  Distilled Water Green White DW			
Distilled Water Green White DW			
Domestic Cold Water Green White Dom CW			
Domestic Gold Water Green Write Dom GW			
Sanitary Sewer Green White SAN			
Waste Vent Green White V			
Chilled Water Supply Green White CWS			
Chilled Water Return Green White CWR			
Condenser Water Supply Green White CS			
Condenser Water Return Green White CR			
Gas or Gaseous Admixture: Blue White			
Medium Pressure			
Compressed Blue White CA			
Air (30 to 90 psig)			
Low Pressure Compressed			
Air Blue White CA			
(less than 30 psig)			
Vacuum White Black VAC			
Fire Quenching Materials:			
Fire Lines Red White FL			

# B. Mechanical Equipment Naming Strategy:

 Equipment identification numbers may be up to 32 characters. Equipment naming strategy is:

> System – Bld – Number ###-####-####

- 2. The first three placeholders are reserved for the system designation (alpha characters)
- 3. The fourth character is a hyphen.
- 4. The fifth through ninth placeholders are reserved for the building designation (alpha and/or numeric)
- 5. The tenth character is a hyphen
- 6. The eleventh through sixteenth placeholders are a "smart number." It is composed of a two-digit, alpha or numeric, floor location designator followed by a hyphen and a three digit numeric sequential indicator.
- 7. The seventeenth character is a hyphen
- 8. In some instances the point name will be followed by a hyphen and a sub-point name

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- 9. All device and point names will be assigned by the Facilities Operations, Building Operations Department.
- 10. All references to equipment and devices in drawings, labels, equipment tags, BAS system, etc., must use this naming convention.
- 11. Equipment designation, for prints may exclude the building designator.

END OF SECTION 23 05 53

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### **SECTION 23 20 00**

### **PIPING**

#### PART 1 - GENERAL

# 1.1 SYSTEM DESIGN REQUIREMENTS

### A. Snow Melt

- 1. The use of snow melt systems is discouraged because of high energy use.
- 2. Snow melting installations are divided into two classes.
  - a. Class I: Main pedestrian entrances, walks or driveways on the north side of the buildings.
  - b. Class II: Commercial sidewalks and driveways.
- 3. Design snow melt systems for areas critical to safety. It is unacceptable to have snow on the snow melt surface for any length of time. Consider snow melt systems for sidewalks, loading docks, service entrances, main entrances and steps.
- 4. Base typical system for 150 Btu-h per square foot with a 10-mph wind at 0 degrees F.
- 5. Provide systems with 60 percent water and 40 percent Dowfrost.
- 6. Provide dedicated steam to water heat exchanger(s).
- B. Pipe Connections: Provide required straight sections for flow measurement stations.

# C. Expansion Compensation:

- 1. Piping and joints shall be designed to eliminate damage by expansion and contraction.
- 2. Mechanical expansion devices are discouraged. Expansion loops are preferred. Where mechanical expansion devices are necessary, bellows type shall be specified. Other types with mechanical seals are not permitted.
- 3. Devices shall be readily accessible for maintenance and repair per the manufacture's recommendations.

# D. Natural Gas Piping Systems:

1. Provide shut-off cocks on all branch lines, and lab benches, and make cocks easily accessible for service and operation. Provide drip legs at all equipment connections. Use pipe dope on threaded pipe fittings, Teflon tape is prohibited.

### E. Sanitary Sewer Piping Systems:

- 1. Provide manholes at major junctions of exterior sewer lines, and provide cleanouts on all other junctions.
- 2. Locate interior clean-out caps and plugs such that they can be removed without damaging the surfaces in which they are installed.
- 3. Do not discharge chemical waste, oils, antifreeze, and other wastes into the sanitary sewer without written approval of the University Project Manager. Coordinate the requirement of acid neutralizing systems and sand and oil interceptors with the University Project Manager.
- 4. Do not discharge domestic water used for cooling into the sanitary sewer except for emergency back up for critical systems and vacuum systems.

### F. Storm Drain Piping Systems:

1. Do not discharge sanitary waste into the storm sewer system. Do not discharge storm drain water into the sanitary waste system.

# G. Ejector Pumps

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- At system low points where gravity drain is not possible provide duplex sump pump systems with high water alarms connected to Building Automation System. Provide gravity drainage piping downstream of pumps sized to accommodate the discharge of both pumps running at the same time and any additional load produced from normal gravity drainage.
- 2. Provide sump pump controls with a manual selectable, alternating relay to switch lead-lag operation.
- 3. Provide all sump pumps with standby or emergency power.
- 4. Stainless Rails, chains, etc Removable System...
- 5. Provide flanged pump connections.

# H. Chemical and Acid Waste Systems:

- Discuss the treatment and handling of chemical and acid wastes with the University Project Manager. Typically, most wastes at the university are collected in containers and are disposed of through the university and the need for acid waste pipe is the exception. Acid wastes may be generated in deionized water systems and in these cases a neutralization system must be approved by the University Project Manager through EH&S and Operations.
- 2. Where chemical and acid waste is required by specific circumstance and it is virtually inaccessible (i.e., concrete slab) polypropylene pipe should be used in these locations.
- 3. Lab waste lines shall be constructed from polypropylene pipe with mechanical joints.
- 4. Building waste water effluent must meet state and federal regulations.
- 5. Pretreatment may be necessary based on specific program requirements.
- 6. Engineer to determine whether pretreatment is recommend based on discussions with program representatives regarding types and amounts of chemicals and other materials with which they will be working
- 7. Provide sampling ports building discharge for laboratory effluent systems.
- 8. Coordinate with regulatory agencies, including Metro Waste Water.
- 9. Coordinate requirements closely with the University Project Manager.

### I. Potable Water Piping System:

- 1. Lead pipe or lead solder is prohibited for all potable water piping systems.
- 2. Make domestic water piping joints with lead free solder.
- 3. Size domestic water piping to maintain maximum velocities of 8 feet per second for cold water and 5 feet per second on hot water and hot water circulation piping.
- 4. Provide main shutoff valve for potable water inside the building.
- 5. As a minimum, provide shut-off valves at each branch, floor, equipment and bathroom group.

#### 1.2 QUALITY ASSURANCE

- A. Welders Qualifications: All welders shall be qualified in accordance with ASME Boiler and Pressure Vessel Code, Section IX, Welding and Brazing Qualifications
- B. Welding procedures and testing shall comply with the latest revisions of the applicable sections for B31, of the ANSI/ASME standard codes for pressure piping, noted as "B31.9 Building Services Piping".
- C. The types and extent of non-destructive examinations required for pipe welds are as shown in Table 136.4 of the ASME Code for Pressure Piping, ANSI/ASME B31.1 Power Piping. If requirements for non-destructive examination are to be other than that stated above, the degree of examination, and basis for rejection shall be a matter of prior written agreement between the fabricator, of contractor and the purchaser.

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- D. Soldering and brazing procedures shall conform to ANSI B9.1 Standard Safety Code for Mechanical Refrigeration.
- E. Welding: All welding work shall be performed by welders certified to ASME or AWS standards within the last year for the type of material and application suited for the job. Contractors shall submit copies of qualification tests of the welders to the Project Manager prior to construction.
- F. ASME B31.9 "Building Services Piping" for materials, products and installation. Safety valves and pressure vessels shall bear the appropriate ASME label.

### 1.3 WARRANTY:

A. Manufacturer's warranty of 25 years for snowmelt tube and 18months for snowmelt manifolds.

#### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Manufacturer's Qualifications: Firms regularly engaged in manufacture of pipes and pipe fittings of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years
  - 2. Grooved Piping:
    - a. ITT Grinnell Corp.
    - b. Victaulic Co. of America
  - 3. Piping Connectors
    - a. Fernco, Inc.
  - 4. Pipe Thread Sealant
    - a. The Rectorseal Corp.
  - 5. Drainage Piping Specialties, including backwater valves, expansion joints, drains, cleanouts, flashing flange and vent flashing sleeve.
    - a. JR Smith
    - b. Zurn Industries
    - c. Wade
    - d. Josam
  - 6. Gas Cocks
    - a. Crane
    - b. Hammond
    - c. Peter Healy
- B. Acceptable Manufacturers Snowmelt: Subject to compliance with requirements, provide products by the following:
  - 1. Tube, Fittings, Pipe, and Manifolds:
    - a. Uponor
    - b. Watts Radiant
    - c. Quest Hydronics
  - 2. Controls: Integrated into BAS (preferred)

### 2.2 MATERIALS, GENERAL - SNOWMELT

- A. Provide components of the buried tubing system by one manufacturer, including tubing, fittings, manifolds, and ancillary items.
- B. Small Systems, Less Than 5000 Square Feet:

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- 1. Tube: ASTM F876, cross linked polyethylene, 5/8-inch inside diameter, rated at 180 degree F maximum working temperature and 100 psi working pressure, with oxygen diffusion barrier capable of limiting oxygen diffusion through the tube to no greater than 0.10 g/m3/day at 104 degree F. Minimum bend radius for cold bending shall no be less than six times the outside diameter.
- 2. Fittings: Dezincification resistant brass fittings consisting of a barbed insert, compression ring, and compression nut.
- 3. Manifolds: Cast brass construction, manufactured of alloys to prevent dezincification, with integral circuit balancing valves. Provide with support brackets and tube bend supports. Isolate manifolds from supply and return tubing with valves suitable for isolation and balancing. Manifolds shall be capable of venting air from the system.

# C. Large Systems, Over 5000 Square Feet:

- 1. Tube: ASTM fd3350, cross linked, low density polyethylene without oxygen diffusion barrier. 7/8-inch inside diameter, rated at 140 degree F maximum working temperature and 55 psi working pressure.
- 2. Fittings: Dezincification resistant brass fittings or HDPE,SDR 11 polyethylene fittings.
- 3. Manifolds: Pre-manufactured of HDPE, fusion welded, designed for balanced flow. Include proper fittings or compression clamping sleeve and locking caps.

### D. Supply and Return Main Pipe:

- 1. 2 Inch and below: ASTM F876, cross linked polyethylene, rated at 180 degree F maximum working temperature and 100 psi working pressure with oxygen diffusion barrier capable of limiting oxygen diffusion through the tube to no greater than 0.10 g/m3/day at 104 degree F.
  - a. Fittings: Brass or Bronze
- 2. Above 2 Inches: Industrial pressure pipe, HDPE polyethylene pipe, fusion welded.
  - a. Fittings: HDPE, SDR 11, fusion welded.

#### E. Access Covers:

 Removable access covers constructed of reinforced concrete formed in place or precast concrete over pipe connections, fittings, and distribution manifolds. Provide tapered forms for covers. Covers subject to vehicular traffic shall be traffic rated.

#### F. Controls:

1. Control by Division 23 09 00...

## 2.3 MATERIALS, GENERAL

- A. Piping Materials: Provide pipe and tube of type, pressure and temperature ratings, capacities, joint type, grade, size and weight (wall thickness or Class) indicated for each service. Where type, grade or class in not indicated, provide proper selections determined by Installer for installation requirements, and comply with governing regulations and industry standards.
- B. Pipe/Tube Fittings: Provide factory-fabricated fittings of type, materials, grade, class and pressure rating indicated for each service and pipe size. Provide sizes and types matching pipe, tube, and valve or equipment connection in each case. Where not otherwise indicated, comply with governing regulations and industry standards for selections, and with pipe manufacturer's recommendations where applicable.

# C. Steel Pipes and Pipe Fittings:

- 1. Black Steel Pipe: ASTM A53, Grade B, Type E, electric resistance welded.
- 2. Galvanized Steel Pipe: ASTM A 53, Grade B.
- 3. Seamless Steel Pipe: ASTM A53, Grade B, type S or A106 high temperature.

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- 4. Stainless Steel Pipe: ASTM A312; Grade TP 304 (high temperature and corrosive service, 1/8-inch through 30-inch.
- 5. Coal Tar Protective Coatings and Linings for Ductile Iron Water Pipe: AWWA C203 for enamel and tape, hot applied.
- 6. Cement-Mortar Protective Lining and Coating for Steel Pipe: AWWA.
- 7. Steel Water Pipe: AWWA for pipe 6-inch and larger.
- 8. Cast-Iron Flanged Fittings: ANSI B16.1, including bolting (class 125 and 250)
- 9. Cast-Iron Threaded Fittings: ANSI B16.4; plain or galvanized as indicated (Class 125 and 250)
- 10. Malleable-Iron Threaded Fittings: ANSI B16.3; plain or galvanized as indicated (Class 125 and 300)
- 11. Malleable-Iron Threaded Unions: ANSI B16.30, Class 150, 250 or 300; selected by Installer for proper piping fabrication and service requirements, including style, end connections, and metal-to-metal seats (iron, bronze or brass); plain or galvanized as indicated (Class 150, 250 and 300).
- 12. Threaded Pipe Plugs: ANSI B16.14.
- 13. Steel Flanges/Fittings: ANSI B16.5, ASTM A234 (Fire Protection) including bolting and gasketing of the following material group, end connection and facing, except as otherwise indicated.
- 14. Corrosion-Resistant Cast Flanges/Fittings: MSS SP-51, including bolting and gasketing (threaded where pressure is not critical).
- 15. Forged-steel Socket-Welding and Threaded Fittings: ANSI B16.11, except MSS SP-79 for threaded reducer inserts; rated to match schedule of connected pipe up to 4 inch pipe size).
- 16. Wrought-Steel Butt-welded Fittings: ANSI B16.9, except ANSI B16.28 for short-radius elbows and returns; rated to match connected pipe.
- 17. Cast-Iron Threaded Drainage Fittings: ANSI B16.12.
- 18. Forged Branch-Connection Fittings: Except as otherwise indicated, provide type as determined by Installer to comply with installation requirements.
- 19. Pipe Nipples: Fabricated from same pipe as used for connected pipe; except do not use less that Schedule 80 pipe where length remaining unthreaded is less that 1-1/2 inch and where pipe size is less than 1-1/2 inch, and do not thread nipples full length (no close nipples).

### D. Copper Tube and Fittings:

- 1. Copper Tube: ASTM B 88; Type K or L as indicated for each service; hard-drawn, except as otherwise indicated.
- 2. DWV Copper Tube: ASTM B306
- ACR Copper Tube: ASTM B280.
- 4. Cast-Copper Solder-Joint Fittings: ANSI B16.18.
- 5. Wrought-Copper Solder-Joint Fittings: ANSI B16.22.
- 6. Cast-Copper Solder-Join Drainage Fittings: ANSI B16.23 (drainage and vent with DWV or tube).
- 7. Wrought-Copper Solder-Joint Drainage Fittings: ANSI B16.29.
- 8. Cast-Copper Flared Tube Fittings: ANSI B16.26
- 9. Bronze Pipe Flanges/Fittings: ANSI B16.24 (Class 150 and 300)
- Copper-Tube Unions: Provide standard products recommended by manufacturer for use in service indicated.

### E. Brass Pipe and Fittings:

- Red Brass Pipe: ASTM B43 (boiler feed pipe, 1/8 inch through 12 inch, regular or extra strong weight)
- 2. Cast-Bronze Threaded Fittings: ANSI B16.15, Class 125 or 250.
- 3. Cast-Bronze Threadless Fittings: ASTM B61 or B62 brazed joints.

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- F. Cast-Iron Soil Pipes and Pipe Fittings:
  - 1. Hubless Cast-Iron Soil Pipe: FS WW-P-401 and CISPI Standards 301 and 310.
  - Cast-Iron Hub-and-Spigot Soil Pipe Fittings: Match soil pipe units; complying with ASTM A74.
  - 3. Hubless Cast-iron Soil Pipe Fittings: Neoprene gasket complying with ASTM C564, CISPI Standard 310 and stainless steel clamp holding band.
  - Cast-Iron Hub-and-Spigot Soil Pipe Fittings: Match soil pipe units; complying with ASTM A74
  - Neoprene Compression Gaskets: ASTM C564

## G. Grooved Piping:

- Coupling Housings: Malleable iron conforming to ASTM A47.
- 2. Coupling Housings: Ductile iron conforming to ASTM A536.
- 3. Coupling Housings Description: Grooved mechanical type, which engages grooved or shouldered pipe ends, encasing an elastomeric gasket which bridges pipe ends to create seal. Cast in two or more parts, secure together during assembly with nuts and bolts. Permit degree or contraction and expansions specified in manufacturer's latest published literature.
- 4. Gaskets: Mechanical grooved coupling design, pressure responsive so that internal pressure serves to increase the seal's tightness, constructed of elastomers having properties as designated by ASTM D2000.
  - a. Water Services: EDPM Grade E, with green color-code identification.
  - b. Other Services: As recommended by Manufacturer.
- 5. Bolts and Nuts: Heat-treated carbon steel, ASTM A183, minimum tensile 110,000 psi. (Exposed locations require tamper resistant nuts).
- 6. Branch Stub-ins: Upper housing with fill locating collar for rigid positioning engaging machine-cut hole in pipe, encasing elastomeric gasket conforming to pipe outside diameter around hole, and lower housing with positioning lugs, secured together during assembly with nuts and bolts.
- 7. Fittings: Grooved or shouldered end design to accept grooved mechanical couplings.
  - a. Malleable Iron: ASTM A47
  - b. Ductile Iron: ASTM A536
  - c. Fabricated Steel: ASTM A53, carbon steel, Schedule 40, Type F, for 3/4 inch to 4 inch; Type E or S, Grade B for 5 inch to 20 inch.
  - d. Steel: ASTM A234
  - e. Wrought Copper and Bronze: ASTM B75 tube and ASTM B584 bronze castings.
  - f. Galvanized: ASTM A106, ASTM A46, or A536. Couplings for use with AWWA dimension piping shall conform to AWWA C606.
- 8. Flanges: Conform to Class 125 cast iron and Class 150 steel bolt holes alignment.
  - a. Malleable Iron: ASTM A47.
  - b. Ductile Iron: ASTM A536.
- 9. Grooves: Conform to the following:
  - a. Standard Steel: Square cut.
  - b. Lightweight Steel: Roll grooved.
  - c. Cast Iron: Radius cut grooved, AWWA C606.

## H. Miscellaneous Piping Materials/Products:

- 1. Welding Materials: Comply with Section II, Part C, ASME Boiler and Pressure Vessel Code for welding materials.
- 2. Soldering Materials: Lead-free solder
- 3. Brazing Materials: Except as otherwise indicated, provide brazing materials to comply with installation requirements.
  - a. Comply with AWS A5.8, Section II, ASME Boiler and Pressure Vessel Code for brazing filler metal materials.

1) Copper phosphorus – Bcup

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- 2) Silver BAg minimum 4% Silver content
- 4. Gaskets for Flanged Joints: ANSI B16.21; full-faced for cast-iron flanges; raised-face for steel flanges, unless otherwise indicated.
- 5. Pipe Thread Sealant Material: Except as otherwise indicated, provide all pipe threads with the sealant material as recommended by the manufacturer for the service.

# I. Piping Systems:

- Domestic Hot and Cold Water:
  - a. Above Grade, Inside Buildings: Type L, hard drawn copper tube with wrought copper or bronze fittings, lead free solder joints or Schedule 40, galvanized steel pipe A53 grade B, ERW w/galvanized Grooved end fittings.
  - b. Below Grade, Inside and Outside Buildings: Underground outside fittings shall comply with City of Aurora standards.
    - 1) 2 inches and Smaller: Type K, soft copper or Type K annealed copper tube with wrought copper fittings, silver brazed solder joints.
    - 2.5 inches and Larger: Class 250, tar coated outside, cement lined, cast iron or ductile iron with mechanical or push on joints.
- 2. Equipment drain and overflows: Type "M" or "DWV" copper.
- 3. Sanitary Sewer and Vents:
  - a. Above Grade: Service weight cast iron, no-hub type with neoprene gaskets; service weight cast iron, hub and spigot type with neoprene gaskets; or DWV copper with wrought copper or cast brass fittings.
    - 1) Use heavy duty no hub couplings4" wide 304 stainless steel shield, with six
      - (6) stainless steel clamps mounted in series on the following:
      - a) Sanitary vent piping 4" and larger.
      - b) Sanitary piping 3" and larger.
      - c) All storm piping.
    - 2) Torque to minimum 80 inch pounds or per manufacturer's recommendation.
    - 3) Acceptable manufacturers: Husky Series 4000 or Mission Heavy Weight.
  - b. Below Grade: Sizes 2 inches to 20 inches, service weight cast iron, hub and spigot type with neoprene compression gaskets; or sizes 12 inches and larger ductile cast iron with neoprene gasket joints.
  - c. Cleanout Openings: Two-way type, 1-1/4 inch nominal size minimum and located such that long lines can be entered from both ends. Lubricate plugs at installation.
  - d. All sump pumps receiving floor drains located in boiler rooms will be nonsubmersible type. Pumps will be designed to handle hot water because boilers are flushed or emptied at intervals into floor sumps.

#### 4. Storm Drain

- a. Above Grade:
  - 1) Same as sanitary sewer.
  - 2) Utilize heavy duty, 8 psi, no-hub couplings for cast iron. No-hub may only be used on piping within 20' below the roof. This limitation is to prevent a failure of the 8 psi rated couplings in the event of a downstream system blockage. In lieu of this restriction adequate relief or a higher rated fittings, must be provided and approved by the engineer.
  - 3) Threaded or mechanical couplings with galvanized piping are acceptable for all locations.
- b. Below Grade: Sizes 2 inch to 20 inch, service weight cast iron, hub and spigot type or sizes 12 inch and larger ductile cast iron with neoprene gasket joints.
- c. Roof drains or drains located in outside areaways, not subject to regular foot traffic, shall be of the dome type to minimize clogging with leaves or other debris.
- Natural Gas:
  - a. Within the Building: Schedule 40 black iron pipe, threaded for sizes 2 inches and smaller and welded for 2-1/2 inch and larger. All lines shall be accessible.

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- b. Flex lines to equipment and fixtures shall be stainless steel with epoxy coating on both sides, UL stamped. Other types are prohibited.
- c. Pipe dope shall be Teflon based. Oil based is not permitted. Teflon tape prohibited.
- 6. Chemical and Acid Waste:
  - a. Acid resistant, flame retardant, schedule 40 polypropylene pipe and fittings with electrically-induced or mechanical joints.

#### J. REFRIGERANT PIPING

- 1. Line sets are not allowed.
- 2. Tube Material:
  - a. Size 3/4" and smaller: Soft annealed temper copper tube.
  - b. Size 7/8" through 4-1/8": Hard drawn temper copper tube.
  - c. Type ACR.
- 3. Fittings: Wrought-copper, solder-joints, ANSI B16.22.
- 4. Joints: Brazed or soldered with material having shear strength of 10,000 PSI or greater.
- 5. End Caps:
  - a. Provide factory applied plastic end caps on each length of pipe and tube.
  - b. Maintain end caps through shipping, storage and handling as required to prevent pipe end damage and eliminate dirt and moisture from inside of pipe and tube.
- Shut Off Valves:

#### K. Manufacturers:

- 1. Henry
- 2. Other Acceptable Manufacturers:
- 3. Parker Hannifin Corp.
- 4. Singer
- 5. Sporlan Valve Co.
- Size 7/8 Inch and Smaller:
  - a. Model: Series 600.
  - b. Type: Pack-less diaphragm.
  - c. Material: Forged bronze.
  - d. Flow: Non-directional.
  - e. Servicing: Diaphragm changeable under line pressure.
- 7. Size 1-1/8 Inch and Larger:
  - a. Model: Series 200.
  - b. Type: Wing cap, back seating.
  - c. Material: Bronze.

## L. Pipe Connectors:

- 1. Manufacturers
  - a. Mason
  - b. Metraflex
  - c. Flexonics
- 2. Braided bronze with copper tube ends, compatible with refrigerant type for system
- 3. Flexible connector shall be line size or connection size, whichever is larger.

# M. Piping Specialties:

- Refrigeration Accessories (Strainers, Moisture-Liquid Indicators, Filter-Driers, Evaporator Pressure Regulators, Discharge Line Mufflers, Expansion Valves, Superheat Adjustment):
- 2. Manufacturers:
  - a. Alco Controls Division, Emerson Electric Co.
  - b. Henry Valve Co.
  - c. Parker Hannifin Corp.
  - d. Sporlan Valve Co.

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- 3. Filter Drier:
  - a. Conform to ARI Standard 710.
  - b. Sizes ½" and larger interchangeable core, full flow.
  - c. Sizes smaller than ½" sealed type.
  - d. Minimum burst pressure 1500 psig.
- 4. Expansion Valve:
- 5. Thermostatic type, diaphragm or bellows operated.
- 6. External superheat adjustment factory set for 10°F superheat (adjustable).
- 7. Compatible with refrigerant type for the project.
- 8. Pressure rated per project requirements.
- 9. Power elements and valve size shall be as recommended by the manufacturer, for the service intended.

### PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Install each run with minimum joints and couplings, but with adequate and accessible unions for disassembly and maintenance/replacement of valves and equipment. Reduce sizes (where indicated) by use of reducing fittings. Align piping accurately at connections, within 1/16-inch misalignment tolerance.
  - 1. Comply with ANSI B31 Code for Pressure Piping.
  - 2. Electrical Equipment Spaces: Do not run piping through transformer vaults and other electrical or electronic equipment spaces and enclosures. Only piping serving this type of equipment shall be allowed.
  - 3. Use fittings for all changes in direction and all branch connections.
  - 4. Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors, unless indicated to be exposed to view.
  - 5. Locate groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
  - 6. Install drainage piping with a minimum 1/8 inch per foot downward slope in the direction of the drain and a maximum slope of ¼ inch per foot.
  - 7. Install drains at all low points in mains, risers, and branch lines consisting of a tee fitting, 3/4-inch ball valve, and short 3/4-inch threaded nipple, hose connection, and cap.

## B. Piping System Joints:

- 1. General: Provide joints of type indicated in each piping system.
- 2. Thread pipe in accordance with ANSI B2.1Braze copper tube-and -fitting joints in accordance with ASME B31.
- 3. Weld pipe joints in accordance with ASME Code for Pressure Piping, B31. Provide weld-o-let fittings for two pipe sizes less than main pipe size.
- 4. Weld pipe joints as follows:
  - a. Weld pipe joints only when ambient temperature is above 0 degrees F. (-18 degrees C)
  - b. Bevel pipe ends at a 37. 5-degree angle where possible, smooth rough cuts, and clean to remove slag, metal particles and dirt.
  - c. Use pipe clamps or tack-weld joints with 1-inch long welds; 4 welds for pipe sizes to 10 inch, 8 welds for pipe sizes 12 inch to 20 inch.
  - d. Build up welds with stringer-bead pass, followed by hot pass, followed by cover or filler pass. Eliminate valleys at center and edges of each weld. Weld by procedures, which will ensure elimination of unsound or un-fused metal, cracks, oxidation, blow-holes and non-metallic inclusions.
  - e. Do not weld-out piping system imperfections by tack-welding procedures; refabricate to comply with requirements.
- 5. Weld pipe joints of steel water pipe in accordance with AWWA C206.

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6. Flanged Joints: Match flanges within piping system, and at connections with valves and equipment. Clean flange faces and install gaskets. Tighten bolts to provide uniform compression of gaskets.

# C. Pipe Fittings:

- 1. Place unions at all equipment, regulators, controls, etc., that require removal or replacement. Do not block removal with adjacent equipment or piping. Where necessary for removal of equipment, install unions on both sides of equipment. Unions are not required on flanged devices.
- 2. Use dielectric waterway fittings where dissimilar metals are connected. Isolate building distribution gas piping with dielectric unions from gas main for cathodic protection.
- 3. All unions shall be ground joints.
- 4. Make reductions in size with reducing fittings.
- 5. All screwed nipples from copper fittings shall be red brass.
- D. Pipe Connections: Install pipe connections to pumps, compressors, etc., with adequate allowance for movement and vibration. Support connections so the equipment does not carry weight.
- E. Expansion Compensation: Arrange pipes and equipment with due regard for the effects of thermal expansion.

# F. Hangers and Supports:

- 1. Maintain uniform grading and pipe slope of piping system. Install supports between piping and building structure to prevent swaying and vibration. Install hangers to provide a minimum 1/2-inch clear space between finished covering and adjacent work. Use threaded rods with two lock nuts.
- 2. Do not support weight of piping from mechanical equipment, ductwork, pump flanges, coil connections, and related items.
- 3. Support hanger rods by coach screw rods, angle iron clips, or beam clamps. No drilling of structural members will be permitted without approval. Hanger rods shall be attached to the top of joist beams.
- 4. Do not bend hanger rods to provide alignment of piping offset from overhead supports.
- 5. Provide sway bracing every 40 feet on cast iron.
- 6. Hanger Spacing: Per current code.
- 7. Vertical Supports
  - a. Cast Iron Pipe: Support at each floor, not to exceed 15 feet between supports, and at pipe base.
  - b. Screwed Pipe: Support at 8 foot on center for 1-1/2 inch and smaller pipe. Support at 10 foot on center for 2-inch and larger pipe.
  - c. Copper Pipe: Support at 6 foot on center for 1-1/2 inch and smaller pipe. Support 8 foot on center for 2-inch and larger pipe.
- 8. Trapeze Hangers: Space for smallest pipe in-group. Provide additional hanger rod at mid span where trapeze length exceeds 4 feet. Secure pipe at each trapeze with standard pipe strap. Rest un-insulated copper pipe on neoprene sleeves.

#### G. Pipe Joint Construction:

- 1. Soldered Joints: Comply with the procedures contained in the AWS "Soldering Manual".
- 2. Brazed Joints: Comply with the procedures contained in the AWS "Brazing Manual". CAUTION: Remove stems, seats, and packing of valves and accessible internal parts at piping specialties before brazing.
- 3. Fill all medical gas and refrigerant pipe and fittings during brazing with an inert gas, i.e., nitrogen or carbon dioxide, to prevent formation of scale.
- 4. Heat joints using oxy-acetylene torch. Heat to proper and uniform temperature.
- 5. For all copper piping, ream and remove all burrs prior to making joints.

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- 6. Threaded Joints: Conform to ANSI B1.20.1.
- 7. Damaged Threads: Do not use pipe with threads that are corroded or damaged. If a weld opens during cutting or threading operations, that portion of pipe shall not be used.
- 8. Welded Joints: Comply with the requirement in ASME Code B31.9 "Building Services piping".
- 9. Flanged Joints: Align flanges surfaces parallel. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.

## 3.2 INSTALLATION, GENERAL - SNOWMELT

- A. Secure tubing to wire mesh or rebar every 4 feet along straight runs and on 180 degree turns secure at the top of the arc and on each side, 12 inches from the top of the arc,
- B. Install fittings accessible for maintenance. Install tubing loops without splices, as a minimum, from the point at which the tubing enters the panel to the point at which it exists the panels.
- C. Pressurize the tubing system with water or air to a pressure of 60 psig 24 hours prior to encasement in the radiant panel. Maintain pressurization during the panel installation and for a minimum of 24 hours after panel installation to ensure system integrity.
- D. Label piping, vales, and equipment in accordance with 23 05 53.
- E. Drain water or air from the system after leak testing the system and fill with 60 percent water and 40 percent propylene glycol water mix.
- F. Do not extend pipe through expansion, construction, or working joints in concrete slab unless specifically addressed during design. Carefully coordinate expansion joints installed during or cut after concrete pour with the tubing layout and snow melt manufacturer.
- G. Hydraulically balance mains. Coordinate balancing with Section 23 05 43 and include balancing information in balancing report.

## 3.3 INSTALLATION, GENERAL – RERIGERATION

- A. Size lines for total pressure drop not to exceed 2° F saturation temperature.
- B. Provide necessary flexibility for vibration and expansion with offsets and loops, not expansion joints.
- C. Provide flexible connectors at all unit connections.
- D. Replace air in pipe with dry nitrogen to prevent corrosion during soldering.
- E. Install valves, sight glasses, filter-driers, and accessories, furnished by equipment supplier, but not factory installed.
- F. Insulate all underground refrigerant lines with ½" flexible foam.
  - 1. Use un-slit covering.
  - 2. Cement all joints.
- G. Hangers:
  - 1. For insulated piping, provide hangers of size to fit outside insulation.

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2. For non-insulated piping, provide hangers with elastomer insert to prevent damage to piping from vibration.

## H. Testing:

- 1. Use the following procedure to test and hydrate the systems:
- 2. Isolate any elements which would be damaged by test pressures.
- 3. Test system with trace gas using an appropriate leak detector.
- 4. Pressure Test System shall hold 150 psi nitrogen charge for a 24-hour period.
- 5. Repair or replace leaking elements of system and re-test.
- 6. After system has been proven to be free of leaks, evacuate it with a high efficiency vacuum pump to 2.5 mm of mercury absolute.
- 7. Evacuation System shall be evacuated to 250 microns, and inspected by a University HVAC representative.
- 8. reak the final vacuum by charging with the correct refrigerant.

# 3.4 TESTING, CLEANING, AND CERTIFICATION

- A. Test all piping systems in accordance with tests outlined in individual sections. Provide temporary equipment for testing, including pump and gages. Test each natural section of each piping system independently but do not use piping system valves to isolate sections where test pressure exceeds valve pressure rating. Test all new piping and parts of existing piping that have been altered extended or repaired. Submit report(s) on the results of each test.
- B. Give a minimum of twenty-four hours notice to the Engineer for dates when acceptance test will be conducted. Conduct tests as specified for each system in presence of the University Project Manager or representative of agency having jurisdiction. Submit three (3) copies of successful tests to the Engineer for his review. Report shall state system tested and date of successful test.
- C. Compressed air tests may be substituted for hydrostatic tests only when ambient conditions or existing building conditions prohibit safe use of hydrostatic testing and must be reviewed by the Engineer prior to any testing.
- D. Remove equipment not able to withstand test procedure during test.
- E. For piping, which is to be concealed, piping shall remain uncovered until tests have been completed.
- F. Drain test water from piping systems after testing and repair work has been completed.
- G. Repair piping systems sections that fail testing, by disassembly and re-installation, using new materials to extent required to overcome leakage. Do not use chemicals, stop-leak compounds, mastics or other temporary repair methods.
- H. Potable Water Piping System:
  - Cap domestic water piping and subject piping to static water pressure of 50 psig above operating pressures or 150 psig maximum without exceeding pressure rating of piping system materials. Allow the system to remain pressurized for 4 hours. Correct leaks and loss in pressure and retest system.
  - 2. Disinfect all domestic hot and cold water systems upon completion of final piping installation. Following disinfection, flush water from system through its extremities. Continue flushing until samples show quality is comparable with public water supply and complies with requirements of public health authority.

I. Gas Pipe Testing:

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- 1. Test with air, nitrogen, or carbon dioxide.
- 2. Test piping system with a pressure 1-1/2 times the proposed maximum working pressure, but not less than 3 psig. Test systems having a volume of 10 cubic feet or less for a period of not less than 10 minutes and larger systems for a period of not less than ½ hour for each 500 cubic foot of pipe volume or fraction thereof without showing any drop in pressure.
- 3. Fully purge gas piping after piping has been checked.

# J. Sanitary Sewer Pipe Testing:

1. Test drain, waste, and vent piping on completion of rough in. Close openings in piping system and fill with water to point of overflow but not less than 10 feet of head. Water level must not drop from 15 minutes before inspection starts through completion of inspection. Correct leaks and retest system.

# K. Adjusting and Cleaning:

- General: Clean exterior surfaces of installed piping systems of superfluous materials, and prepare for application of specified coatings (if any). Flush piping systems with clean water. Inspect each run of each system for completion of joints, supports and accessory items
- 2. Chemical Treatment: Provide a water analysis prepared by the chemical treatment supplier to determine the type and level of chemicals required for prevention of scale and corrosion. Perform initial treatment after completion of system testing.
- 3. Flush each new extension of existing systems, via hose connections prior to filling. Fill each new extension of existing systems with water that has the proper water treatment chemicals and in the proper quantity prior to connection, or opening valves to the main or existing system. Use chemicals that are compatible with the chemicals in the existing system. Flush each new system with the university representative present. Fill each new system with the proper chemicals, and with the university representative present.

# 3.5 COMMISSIONING (DEMONSTRATION)

- 1. Fill system and perform initial chemical treatment.
- 2. Check expansion tanks to determine that they are not air bound and that the system is completely full of water.
- 3. Before operating the system, perform these steps:
- 4. Open valves to full open position. Close coil bypass valves.
- 5. Remove and clean strainers.
- 6. Check pump for proper rotation and proper wiring.
- 7. Set automatic fill valves for required system pressure.
- 8. Check air vents at high points of systems and determine if all are installed and operating freely (automatic type) or to bleed air completely (manual type).
- 9. Set temperature controls so all coils are calling for full flow.
- 10. Check operation of automatic bypass valve.
- 11. Check and set operating temperature of converters and chillers to design requirements.
- 12. Lubricate motors and bearings.

**END OF SECTION 23 20 00** 

#### **SECTION 26 00 00**

#### **ELECTRICAL**

#### PART 1 - GENERAL

# 1.1 DESIGN REQUIREMENTS

# A. Branch Circuit Requirements:

- Corridor receptacle circuits shall not be combined with office or laboratory receptacle circuits.
- 2. Housekeeping receptacle circuits shall not be combined with office or laboratory receptacle circuits. Provide separate housekeeping receptacles Provide separate housekeeping receptacles in laboratory Linear Equipment Rooms, clearly identified by an Orange duplex receptacle.
- 3. Offices shall have individual dedicated circuits as required for specific equipment. A maximum of 6 general purpose receptacles per 20A circuit is allowed.
- 4. Connect Laboratory receptacles in "Multi Outlet Assembly" (MOA) to alternating circuits (i.e. A, B, C, A, B, C). A maximum of 4 receptacles per 20A circuit is allowed.
- 5. Provide countertop receptacles in Laboratories with maximum two (2) foot on center spacing. Each outlet within 6 feet of a sink edge or water source shall be GFCI type. Protection via feed-thru GFI or GFCI breaker is not allowed.
- 6. Provide general receptacles in corridors no further than 50' apart.
- 7. Laboratory freezers such as -80 degree Celsius or similar equipment shall be provide at minimum with a dedicated 120V, 20A single 5-20 receptacle or as required per equipment. All receptacles shall be RED and connected to an emergency circuit.
- 8. Provide dedicated neutral conductors for all circuits.

## B. Design Charette:

- Design team shall schedule a Design Charette with the University Project Manager and facilities group at 100% Design Development phase and 50% Construction Document phase.
- 2. Charette shall include the following:
  - a. Electrical power distribution, including service entrance, standby system, riser closet locations and layouts.
  - b. Lighting design, including fixture layouts, egress lighting, fixture types, samples of specialty fixtures, accessibility for fixture maintenance and lighting controls.
  - c. Fire alarm design, including occupancy type, sequence of operations and interface with security systems.

# C. Surge Suppression:

- 1. Provide integral Transient Voltage Surge Suppressors at the following locations:
  - a. Main Service Switchboards and Switchgear
  - b. Computer Laboratory Panel Boards
  - c. Information Services Panel Boards.
  - d. NMR Panelboards

## D. Exterior Electrical Equipment:

- 1. Provide 15' minimum clearance around generators for maintenance access.
- 2. Provide ventilation for primary switching and exterior substations. Maintain positive elevation for exterior electrical equipment to protect against wet weather.
- 3. Provide exterior connections to a portable 500 kW generator for each building not provided with an emergency generator system. Provide kirk-key interlock for operation of generator system.

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E. Provide a complete Lightning Protection System for each building.

# F. Demolition:

- 1. Demolish all devices, conduit, wiring and associated equipment which do not remain in a remodel.
- 2. Completely remove all conduit, wiring, boxes, hangers, etc. back to the source.
- 3. Abandoned devices and equipment are not acceptable.
- 4. Recycle or dispose of all demolished items at a licensed facility.

## G. Animal Facilities:

- 1. Provide redundant feeders to all distribution boards serving animal care facilities.
- 2. Provide 100% generator backup power for all systems serving the animal care facilities.
- 3. Provide all power and communication devices with weather proof covers. Mount devices at 42" AFF. Mount all devices in office areas at standard height without weather proof covers.
- 4. Provide cord reel centered in the ceiling between each row of cages.
- 5. Sharing power circuits between holding rooms is not acceptable.
- 6. Silicone seal all conduit wall penetrations. Internally seal all conduits after wiring has been pulled.
- 7. Provide emergency power off (EPO) capabilities for all branch feeders serving sterilizers. Locate EPO switch near the exit door, away from sterilizer.
- H. Routing of electrical busway through chemical storage rooms is not acceptable.
- I. Refer to Section 01 31 00 Project Management and Coordination for additional details.

# PART 2 - PRODUCTS

A. Not Applicable

# PART 3 - EXECUTION

A. Not Applicable

**END OF SECTION 26 00 00** 

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## **SECTION 26 05 00**

#### COMMON WORK RESULTS FOR ELECTRICAL

#### PART 1 - GENERAL

# 1.1 DESIGN REQUIREMENTS

## 1.2 DEFINITIONS

A. Refer to Article 100 of the currently adopted National Electrical Code for definitions as applicable to this project.

## B. Other definitions:

- "Concealed": Embedded in masonry, concrete or other construction, installed in furred spaces, within double partitions or hung ceilings, in trenches, in crawl spaces, or in enclosures
- 2. "Exposed": Not installed underground or "concealed" as defined above.
- 3. "Furnish" or "Provide": To supply, install and connect up complete and ready for safe and regular operation of particular work unless specifically otherwise noted.
- 4. "Install": To erect, mount and connect complete with related accessories.
- 5. "Indicated", "Shown" or "Noted": As indicated, shown or noted on drawings or specifications.
- 6. "Related Work" includes, but is not necessarily limited to, mentioned work associated with, or affected by, the work specified.
- 7. "Reviewed", "Satisfactory", "Accepted", or "Directed": As reviewed, satisfactory, accepted, or directed by or to Engineer.
- 8. "Similar": Equal in materials, weight, size, design, construction, capacity, performance, and efficiency of specified product.
- 9. "Supply": To purchase, procure, acquire and deliver complete with related accessories.
- 10. "Wiring": Raceway, fittings, wire, boxes and related items.

#### 1.3 SUBMITTALS

- A. Submittals shall be made in accordance with General Conditions of Contract and the requirements of Section 01 33 00.
- B. Shop drawings shall include equipment catalog cuts or manufacturer's printed data identifying: dimensions, weights, recess openings, equipment arrangements, electrical characteristics with bus size, electrical rating, material, wiring diagrams indicating circuit arrangement and NEMA rating for, but not limited to the following:
  - 1. Medium voltage distribution equipment, cable and devices (13..2 kv and above)
  - 2. Low-Voltage Transformers
  - 3. Switchboards
  - Panel boards
  - 5. Motor Control Centers
  - 6. Enclosed Switches and Circuit Breakers
  - 7. Network Lighting Controls
  - 8. Automatic Transfer Switches
  - 9. UPS Equipment
  - 10. Contactors
  - 11. Wiring Devices
  - 12. Interior and Exterior Lighting
  - 13. Hangers and Supports for Electrical Systems

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- 14. Grounding and Bonding
- 15. Multi-Outlet Assemblies
- Generators
- 17. Modular Wiring Systems
- 18. Electrical Systems Control
- 19. Fire Detection and Alarm
- 20. Communication Systems
- 21. Lightning Protection System
- 22. Electronic Meters
- C. Submittals shall also include ¼" scale layouts of all electrical rooms, telecom rooms, fire alarm rooms and generator rooms. Include all equipment sizes and clearances.
- D. Submit composite coordination drawings to include location and routing of the electrical system components in relation to the mechanical ducts, piping and structural beams.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: All electrical work at the University shall be performed by a State of Colorado licensed contractor under the supervision of a licensed electrician. Contractors shall verify that electricians are currently licensed by the State of Colorado and shall supply Project Manager with names and license numbers. Contractor shall have a minimum of 3 years of satisfactory performance in conducting the type of work specified.
  - 1. ANSI/NFPA 70 National Electrical Code.
  - 2. ANSI/IEEE C2 National Electrical Safety Code.
  - 3. NECA Standard of Installation.
  - 4. NFPA National Fire Protection Association.
  - 5. IEEE The Institute of Electrical and Electronics Engineers.
  - 6. NEMA National Electrical Manufacturer Association.
  - 7. The University/Anschutz Medical Campus Project Guidelines and Standards.
  - 8. International Building Code in accordance with the Campus Building Official.
  - 9. ASTM American Society of Testing Materials
  - 10. IPCEA Insulated Power Cable Engineers Association
  - 11. Underwriter's Laboratories (UL)
  - 12. American National Standards Institute (ANSI)
  - 13. Other requirements as listed elsewhere in these specifications.
- B. The drawings and specifications take precedence when they are more stringent than codes, statutes, or ordinances in effect. Applicable codes, ordinances, standards and statutes take precedence when they are more stringent than, or conflict with the drawings and specifications.

# C. Record Documents:

- 1. Maintain a separate set of contract electrical drawings at the site in accordance with Section 01 74 00 to show the following:
  - a. Major raceway systems, size and location, for both exterior and interior; locations of control devices; distribution and branch electrical circuitry; and fuse and circuit breaker size and arrangements.
  - b. All branch circuits, feeders, communications conduits embedded in concrete, dimensioned from prominent building lines.
  - c. Equipment locations (exposed and concealed) dimensioned from prominent building lines.
  - d. Approved substitutions, Contract Modifications, and actual equipment and materials installed.
- D. Operations and Maintenance Data:

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- 1. O and M Data shall be provided in accordance with Section 01 78 23 including the following information:
  - a. Description of function, normal operating characteristics and limitations, fuse curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
  - b. Manufacturer's printed operating procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
  - c. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
  - d. Servicing instructions and lubrication charts and schedules.
  - e. Complete list of parts and wiring diagrams.
  - f. Names, addresses and telephone numbers of the Contractor, Sub-contractors and local company responsible for maintenance of each system or piece of equipment.
  - g. All information shall be permanently bound in a 3-ring binder. The job name and address, and Contractor's name and address shall be placed on the cover and spine of each binder in a permanent manner. Dymo-tape is not acceptable.
  - h. Copies of all test reports shall be included in the manuals.

# 1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver, store and handle products in accordance with manufacturer's instructions, and the requirements of Section 01 10 00.

#### 1.6 WARRANTY

- A. All electrical equipment, materials and workmanship warranties shall be provided in accordance with the requirements of Section 01 78 36 and the following:
  - 1. The Contractor warranties the electrical system, material and workmanship, for a period of one year from the date of the University final acceptance of the installation unless as otherwise noted in Commissioning.

# PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. All equipment and materials installed shall be new, unless otherwise specified. Defective or damaged materials shall be replaced or repaired, prior to final acceptance, in a manner acceptable to the Engineer or The university and at no additional cost to the University.
- B. All electrical materials shall be acceptable for installation only if labeled or listed UL and, if accepted, by the authority having jurisdiction.
- C. All major equipment components shall have the manufacturer's name, address, model number, and serial number permanently attached in a conspicuous location.

# D. Fire Seals:

- Material: Fire stopping material shall be asbestos free, 100% intumescent, have code approval under BOCA, ICBO, SSBC, NFPA 101, NFPA 70, and be capable of maintaining an effective barrier against flame and gases in compliance with the following requirements.
- 2. Flame Spread: 25 or less, ASTM E84

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3. Fire Resistance and Hose Stream Tests: Fire stopping materials shall be rated "F" and "T" in accordance with ASTM E 814 or UL 1479. Rating periods shall conform to the following:

(F)	3	(T)	3	Time-rated floor or wall assemblies.
(F)	3	(T)	3	Openings between floor slabs & curtain wall.

## PART 3 - EXECUTION

# 3.1 INSTALLATION, GENERAL

- A. Construct Work in sequence under provisions of Division 1 where applicable.
- B. Electrical Contractor shall coordinate Divisions 26, 27, and 28 work with the installer of Division 21, 22 and 23 and other work to ensure that code required clearances relating to space required for access to electrical equipment is properly maintained.
- C. Install Work using procedures defined in NECA Standard of Installation.
- D. Workmanship shall conform to highest industry standards for each trade involved in installation of the Work.
- E. Upon completion of work, all equipment and materials shall be installed complete, thoroughly checked, correctly adjusted, and left ready for intended use or operation. All work shall be thoroughly cleaned and all residues shall be removed from surfaces.
- F. Exterior surfaces of all material and equipment shall be delivered in a perfect, unblemished condition.
- G. Carefully lay out all work in advance so as to eliminate where possible, cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings and roofs. Any damage to the building, structure, piping, ducts, equipment or any defaced finish shall be repaired by skilled mechanics of the trades involved at no additional cost to the University.
- H. All openings made in fire-rated walls, floors, or ceilings shall be patched and made tight in a manner to conform to the fire rating for the surface penetrated. Paint to match surface when visible.
- I. All penetrations required through completed concrete construction shall be core drilled at minimum size required. Precautions shall be taken when drilling to prevent damage to structural concrete. The Contractor shall obtain permission from the Architect and Structural engineer before proceeding with drilling.
- J. Sleeve Seals: Provide sleeve seals for penetrations located in foundation walls below grade, or in exterior walls, of one of the following:
  - 1. Caulk between sleeve and raceway with approved Caulk material.
  - 2. Mechanical Sleeve Seals: Modular mechanical type, as manufactured by Thunder line Corp., consisting of interlocking synthetic rubber links shaped to continuously fill annular space between raceway and sleeve, connected with bolts and pressure plates which cause rubber sealing elements to expand when tightened, providing watertight seal.
- K. Install equipment and materials to provide required Code clearances and access for servicing and maintenance. Coordinate the final location with piping, ducts, and equipment of other trades to insure proper access for all trades. Coordinate locations of concealed equipment, disconnects, and boxes with access panels and doors. Allow ample space for removal of parts,

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fuses, lamps, etc., that require replacement or servicing according to the National Electric code and the AHJ.

- L. Extend all conduits so that junction and pull boxes are in accessible locations.
- M. Install access panel or doors where equipment or boxes are concealed behind finished surfaces in areas such as restrooms. These access doors shall be a minimum of twenty by twenty inches or as required to accommodate full pull box or equipment access.
- N. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- O. Electrical system layouts indicated on drawings are generally diagrammatic but shall be followed as closely as actual construction and work of other trades will permit. Govern exact routing of raceways and locations of outlets by structure and equipment served. Take all dimensions from engineering drawings.
- P. Consult all other drawings. Verify all scales and report any dimensional discrepancies or other conflicts to Engineer before submitting bid.
- Q. All home runs to panel boards are indicated as starting from outlet nearest panel and continuing in general direction of that panel. Continue such circuits to panel as though routes were completely indicated.
- R. Furnish and install all necessary hardware, hangers, blocking, brackets, bracing, runners, etc. required for equipment specified under this Division.
- S. Remove all unused or abandoned conduit, junction boxes, panels, and other electrical components back to the source.
- T. Provide GFCI type receptacles for all "above counter" receptacles located within 6' of any sink or basin.
- U. Provide GFCI type receptacles for receptacles located with 6' of any eyewash station.
- V. Clean all luminaries, lamps and lenses prior to final acceptance. Replace all inoperative lamps.
- W. Provide all power feeds and final connections to motors and other electric equipment furnished under Divisions 21, 22, and 23.
  - Install and wire through all control devices which directly handle full load motor or electric
    heating equipment current, such as magnetic starters, line voltage thermostats, P.E.
    switches, etc. which are furnished by Electrical Contractor. Located where shown on the
    electrical drawings.
  - 2. Provide disconnects for all mechanical equipment as indicated on project drawings.
  - 3. Provide all power and control wiring which directly handles full load current of motors or electric heating equipment.

## 3.2 TESTING, CLEANING AND CERTIFICATION

- A. Operating and Acceptance Tests: Provide all labor, instruments, and equipment for the performance of tests as specified below and elsewhere in these specifications.
  - 1. Perform a careful inspection of the main switchboard bus structure and cable connections to verify that all connections are mechanically and electrically tight.

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2. For a one-day period after the remodeled area has been placed into normal service, record the full load current in each phase or each line at the panel bus and submit to the Engineer.

#### B. Test Reports:

- 1. Test Reports: Submit three (3) copies of test results.
- 2. The final University inspection of the project will not be made until a satisfactory report is received and approved by the University Project Manager.
- Results shall include:
  - a. Insulation resistance readings for each segment of high voltage (over 600V) cable, each phase.
  - b. Insulation resistance readings for transformers for each phase of primary and secondary to ground and for primary to secondary.
  - c. Insulation resistance readings on all feeders entering main distribution switchboard, each phase.
  - d. Resistance to ground readings for main distribution switchboard service ground.
  - e. Insulation resistance readings for all motors and motor feeders 5 horsepower or greater.
  - f. Full load current reading for main service entrance and main distribution panel board, each phase.
- 4. Testing shall be done by an independent testing agency.
- C. Clean-Up: Remove all materials, scrap, etc., relative to the electrical installation, and leave the premises and all equipment, lamps, fixtures, etc. in a clean, orderly condition. Any costs to the University for clean up of the site will be charged against the Contractor.

## 3.3 COMMISSIONING (DEMONSTRATION)

- A. Acceptance Demonstration: Upon completion of the work, at a time to be designated, the Contractor shall demonstrate for the University the operation of the entire installation, including all systems provided under this contract.
- B. The Contractor shall furnish the services of a qualified representative of the supplier of each item or system who shall instruct specific personnel, as designated by the University, in the operation and maintenance of that item or system.
  - Instruction shall be given when the particular system is complete, and shall be of the number of hours indicated. A representative of the Contractor shall be present for all demonstrations.

END OF SECTION 26 05 00

## **SECTION 26 05 13**

#### **MEDIUM-VOLTAGE CABLES**

#### PART 1 - GENERAL

# 1.1 DESIGN REQUIREMENTS

- A. Provide complete wire and cable system to meet the requirements of the project.
- B. Provide wire size in accordance with NEC.

#### PART 2 - PRODUCTS

## 2.1 MEDIUM VOLTAGE CABLES

- A. Provide single copper conductor shielded power cable insulated with ethylene propylene rubber (EPR) rated for 133% insulation level, insulation thickness at 220 mils. The cable shall have a continuous temperature rating of 90°C, an emergency overload temperature rating of 130°C, and a short-circuit temperature rating of 250°C. The cable shall be suitable for operation in wet or dry locations and for installation in duct or conduit. The cable shall be listed as Type MV-90, 15KV XLP-PVC and shall carry a UL label.
- B. Insulation shield shall be semi-conducting extruded, semi-conducting EPR, and uncoated copper tape. Shield ampacity shall be equivalent to one overlapped 5 mil copper tape (with a 12.5% (mini-overlap)). Jacket thickness shall not be less than 80 mils, of black polyvinyl chlorides.
- C. Termination shall be Class 1 or Class 2; of the molded elastomer, wet-process porcelain, prestretched elastomer, cold shrink elastomer, or taped type. Class 3 terminations are not acceptable.
- D. Separable insulated connectors may be used for apparatus terminations, when such apparatus is provided with suitable bushings. Connectors shall be of suitable construction for the application and type of cable connected, and shall include cable shield adapters.

#### PART 3 - EXECUTION

### 3.1 WIRE

- A. Install all above grade medium voltage cable in rigid metallic conduit unless noted otherwise.
- B. A wire pulling lubricant must be used when pulling conductors through conduit or duct runs over 10 feet in length. The pulling compound shall be compatible with the raceway, conductor and jacket material.
- C. Cable splices and joints shall be allowed only in pull boxes. Notify facilities management prior to splicing cables. Identify all splices and pull box locations on as-built drawings.
- D. Ground conductors shall be installed in the same duct with their associated phase conductors.
- E. Wires shall be pulled in using pulling eyes securely attached to the conductor. Pulling grips which transmit the pulling tension directly to the jacket or insulation shall not be permitted.

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## 3.2 JOINTS AND SPLICES

- A. Joints and splices shall be performed based on the manufacturers' written instructions.
- B. Shields shall be applied as required to continue the shielding system through each entire cable joint. Shield may be integrally molded parts of preformed joints. Shields shall be grounded at each joint.

## 3.3 TERMINATIONS

- A. Terminations shall be of the type required for equipment termination, and shall be performed based on the manufacturer's written instructions.
- B. Terminations, where required, shall be provided with mounting brackets suitable for the intended installation and with grounding provisions for the cable shielding.

#### 3.4 FIELD QUALITY CONTROL

- A. Inspect exposed cable sections for damage after cable is pulled.
  - 1. Material: Contractor shall provide all necessary testing equipment and devices required to perform the tests described in this Section.
- B. Perform DC high potential tests per manufacture recommendations.
- C. Perform shield continuity tests. Investigate resistance values in excess at 10 ohms per 1000 ft.

# 3.5 EXECUTION

- A. Insulation Resistance (Megger) Testing
  - This procedure will provide the necessary guidelines to ensure an acceptable insulation resistance test.
    - a. This procedure is applicable to Megger testing only.
    - b. Megger testing shall be done during both construction and start-up.
    - c. This procedure applies to the following equipment:
      - 1) Medium Voltage Switchgear.
      - 2) Medium Voltage Cable.
  - 2. In all cases, the manufacturer's instructions shall be consulted and integrated into this test guideline to assure full compliance and acceptance without jeopardizing equipment warranties.
  - 3. Test Preparation:
    - a. Verify that proper Megger apparatus of the correct voltage is available.
    - b. Equipment to be tested shall be clean and dry.
    - c. All equipment shall be tested before being initially energized. All necessary precautions shall be taken to prevent the equipment from becoming energized during the test.
    - d. Except as required for testing, all construction related to the equipment shall be finished.
    - e. Ensure equipment frame grounds are complete.
  - 4. Test Procedure:
    - Voltage shall be applied as quickly as possible.
    - b. After each test, the equipment shall be adequately grounded to remove any residual charge.
    - Equipment shall be tested both phase to phase and phase to ground where applicable.
    - d. Medium voltage 15KV cables shall be tested twice.

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- 1) After pulling but before termination, all cables shall be tested just prior to termination to determine if any damage occurred during pulling.
- 2) After termination, medium voltage cables shall be tested just prior to being energized, as part of the system including the intended load.
- 5. Test Acceptance:
  - a. The tests shall be considered satisfactory on the equipment being tested if all recorded readings meet the manufacturers' acceptance criteria.

#### 3.6 DIRECT CURRENT OVERPOTENTIAL TEST

- A. This test procedure will provide the necessary guidelines to accomplish an acceptable insulation overpotential test.
  - 1. This procedure is applicable to cable rated for 5KV and larger.
  - 2. Test prior to permanent termination and energizing..
- B. In all cases the manufacturer's instructions shall be consulted and integrated into this procedure to assure compliance and acceptance without jeopardizing equipment warranties.
- C. Preparation:
  - 1. Take necessary steps to insure that equipment will not become energized during the test.
  - 2. Appropriate D.C. hi-pot equipment is available and the user has 3 years experience testing medium voltage cable and equipment.
  - 3. The equipment to be tested has successfully passed an insulation resistance test (Megger) immediately prior to this test.
- D. Testing Step Method
  - Apply test voltage in 7 equal increments recording leakage at each step and stabilize.
  - 2. Hold maximum test voltage for 10 minutes.

**END OF SECTION 26 05 13** 

## **SECTION 26 05 26**

#### **GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

#### PART 1 - GENERAL

# 1.1 DESIGN REQUIREMENTS

- A. Ground the electrical service system neutral at service entrance equipment to grounding electrode system: cold water service pipe, building steel, concrete encased electrode and supplementary grounding electrodes in compliance with NEC.
- B. Ground each separately derived system neutral to nearest metallic cold water pipe, 2" diameter or larger, building steel or the referenced ground bar as shown on drawings.
- C. Provide grounding for telecommunications systems in accordance with the requirements in Section 27 05 26 Ground and Bonding for Communications Systems. Minimum conductor size between ground bar 3/0.
- D. Interconnect all ground bars in the building.

# PART 2 - PRODUCTS (NOT APPLICABLE)

## PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Provide a separate insulated equipment-grounding conductor in all feeders. Terminate each ground conductor to the bushing and ground lug.
- B. All grounding materials shall be copper with the exception of ground rod, which may be copper clad steel.
- C. Grounding and Bonding for Communications Systems. Provide code-sized ground cable bonding jumpers, installed with ground clamps, across all conduit expansion couplings and fittings.
- D. Provide a corrosion-resistant finish to field connections, buried metallic bonding products, and where factory applied protective coatings have been destroyed, where subject to corrosive action.
- E. All continuous runs of cable tray and all isolated sections of cable tray shall be grounded at intervals not to exceed 20 feet.
- F. Provide an equipment-grounding conductor in all nonmetallic and flexible conduits.
- G. Provide equipment-grounding conductor in all branch circuits. Route to switches, receptacles, equipment enclosures, equipment, and panels etc. and ground as required.
- H. Use mechanical grounding connectors for all grounding connections. Exothermic welded connections may be used underground or to building steel.
- I. Minimum ground resistance:

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Table	
Equipment	Earth Ground Resistance to Equipment (Ohms)
Pad Mount Transformer	5
Secondary neutrals and other ground	10
Lightning protection grounds	5

- J. Provide a separate insulated equipment-grounding conductor in feeder and branch circuits. Terminate each end on a grounding lug, buss or bushing.
- K. Provide grounding bushings and bonding jumpers for all conduits terminating in reducing washers, concentric, eccentric or oversized knockouts at panel boards, cabinets, and gutters.
- L. Provide bonding wire in all flexible conduits.

**END OF SECTION 26 05 26** 

#### **SECTION 26 05 33**

#### RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

# 1.1 SYSTEM DESIGN REQUIREMENTS

- A. Provide complete raceway system required to meet project requirements in sizes as required by NEC.
- B. Utilize boxes as part of the electrical raceway system. Size boxes in accordance with NEC requirements and this standard.

## PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Conduit: Allied
    - a. Republic
    - b. Carlon
  - 2. Fittings and Bodies:
    - a. O/Z Gedney
    - b. Regal was purchased by Bridgeport
    - c. Bridgeport
    - d. Raco
    - e. Appleton
  - Conduit Seals:
    - a. Chase-Foam CTC PR-855, or approved equal
  - 4. Wire ways:
    - Hinged cover or screw cover complete with all necessary fittings which shall be of one manufacturer.

# 2.2 MATERIALS, GENERAL

- A. Metal Conduit and Tubing:
  - 1. Galvanized Steel Rigid Conduit (GRC):
    - a. Conduit: Provide rigid steel conduit, hot-dipped galvanized with threaded ends Fittings: Threaded galvanized steel, bushings shall have nylon-insulated throat.
  - 2. Electrical Metallic Tubing (EMT):
    - a. Conduit: Galvanized steel tubing, galvanized on the outside and coated on the inside with a hard smooth lacquer finish. Fittings: Steel compression fittings for rain-tight and concrete-tight applications. Steel set-screw for interior connections. Set-screw quick fit type for 2-1/2 inch and larger may be used. Bushings shall be threaded and have nylon insulated throat or nylon bushing.
  - 3. Intermediate metal conduit (IMC)
    - a. Conduit: Provide intermediate steel conduit hot-dipped galvanized Fittings: Threaded galvanized steel, bushings shall have nylon-insulated throat.
  - 4. Rigid Aluminum Conduit:
    - Not allowed unless otherwise noted.
  - Flexible Metal Conduit:

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- a. Conduit: Continuous spiral wound, interlocked, zinc-coated steel, NEMA/UL approved for grounding.
- b. Fittings: Cadmium plated, malleable iron. Straight connector shall be one-piece body, female end with clamp and deep slotted machine screw for securing conduit, and threaded male end provided with a locknut. Angle connectors shall be two-piece body with removable upper section, female end with clamp and deep slotted machine screw for securing conduit, and threaded male end provided with a locknut. All fittings 1 inch and larger shall be terminated with threaded bushings having nylon insulated throats.
- c. Maximum length of 6 feet.
- d. Minimum size of 1/2 inch.
- 6. Liquid-Tight Flexible Metal Conduit:
  - a. Conduit: Continuous spiral wound, interlocked zinc-coated steel with polyvinyl chloride (PVC) jacket, NEMA/UL approved for grounding.
  - b. Fittings: Cadmium plated malleable iron. Straight and angle connectors shall be the same as used with flexible metal conduit but shall be provided with a compression type steel ferrule and neoprene gasket sealing rings.
- 7. Non-metallic Rigid Conduit
  - a. PVC plastic schedule 40

#### B. Conduit Bodies:

- General: Types, shapes and sizes, as required to suit individual applications and National Electric Code (NEC) requirements. Provide matching gasket covers secured with corrosion-resistant screws.
- 2. Metallic Conduit and Tubing: Use metal conduit bodies. Use bodies with threaded hubs for threaded raceways and in hazardous locations.
- 3. Telephone EL's are not acceptable.

# 2.3 MATERIALS, GENERAL

- A. Sheet Steel: Flat rolled, code-gage, galvanized steel.
- B. Fasteners for General Use: Corrosion resistant screws and hardware including cadmium and zinc plated items.
- C. Fasteners for damp or wet locations: Stainless steel screws and hardware.
- D. Exterior Finish: Gray baked enamel for items exposed in finished locations except as otherwise indicated.
- E. Metal outlet, device, and small wiring boxes:
  - 1. General: Boxes shall be of type, shape, size, and depth to suit each location and application.
  - 2. Steel Boxes: Boxes shall be sheet steel with stamped knockouts, threaded screw holes and accessories suitable for each location including mounting brackets and straps, cable clamps, exterior rings and fixture studs.
- F. Outlet Boxes, Pull and Junction Boxes (J-Boxes):
  - 1. General: Boxes shall have screwed or bolted-on covers of material same as box and shall be of size and shape to suit application.
  - 2. Steel Boxes: Sheet steel with welded seams. Where necessary to provide a rigid assembly, construct with internal structural steel bracing.
  - 3. Hot dipped galvanized steel boxes: Sheet steel with welded seams. Where necessary to provide a rigid assembly, construct with internal structural steel bracing. Hot-dip galvanized after fabrication. Cover shall be gasketed.

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- 4. Outlet Boxes: Hot-dipped galvanized of required size, 4 inch square, 2" depth minimum or octagonal and of depth required for flush mounted devices and lighting fixtures. Cast-type with gasketed covers for surface-mounted devices. All outlets for exterior application shall be cast, weatherproof type with gasket and cast cover plate.
- 5. Junction and Pull Boxes: Use outlet boxes as J-boxes wherever possible. Larger J-boxes pull boxes shall be accessible and shall be fabricated from sheet steel, sized according to code.
- G. Non metallic boxes are not permitted.

## PART 3 - EXECUTION

# 3.1 INSTALLATION, GENERAL

#### A. Conduit Sizes:

- The conduit shall be sized in accordance with NEC.
  - a. For power and lighting circuits, the minimum conduit size shall be 3/4"
  - b. Flexible and Liquid-tight Flexible Conduit: 1/2 inch for all runs. Maximum 6-foot length.
  - c. Conduits used for home runs shall contain only the conductors for the circuits indicated on the drawings. Combining unrelated multiple home runs into a single conduit would not be permitted.

# B. Type of Conduit Used

- 1. Rigid Galvanized conduit or intermediate metallic steel conduit shall be installed in the following areas.
  - a. All outdoor non-conditioned locations concealed and exposed.
  - b. Interior exposed. Below 10 feet to floor. PVC coated 90 degree elbows underground when penetrating floor slabs.
- 2. Electrical Metallic Tubing (EMT):
  - a. Interior concealed spaces.
  - b. Interior exposed above 10 feet to floor.
  - c. Not permitted underground, in concrete, and in hazardous or corrosive areas.
- 3. Sealtite metal conduit shall be provided for: Makeup of motor, transformer or equipment, and/or raceway connections where isolation of sound and vibration transmission is required. For connections in locations exposed to weather, or in interior locations subject to moisture, watertight flexible conduit shall be used.
- 4. Non-metallic Rigid Conduit:
  - a. In concrete and underground.
  - b. Not permitted for interior use.
- C. General: Install electrical raceway in accordance with manufacturer's written installation instructions, applicable requirements of NEC, and as follows:
  - Conceal all conduits unless indicated otherwise, within finished walls, ceilings, and floors. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes.
  - 2. Elevation of Raceway: Where possible, install horizontal raceway runs above water and steam piping, keep close to structure.
  - 3. Complete installation of electrical raceways before starting installation of conductors within raceways.
  - 4. Provide supports for raceways as required per NEC. Prevent foreign matter from entering raceways by using temporary closure protection.
  - 5. Make bends and offsets so the inside diameter is not effectively reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel. All bends shall be made in an approved bending machine or factory-

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- made. Hickey bends will not be permitted in conduits larger than 3/4 inch. Refer to Section 27 05 28 for special bending requirements for Telecommunications Systems.
- 6. Use raceway fittings that are of types compatible with the associated raceway and suitable for the use and location. Install expansion fittings across all structural construction joints and expansion/deflection couplings across all structural expansion joints and in every 200 feet of linear conduit run. A flexible bonding jumper at least three times the nominal width of the joint shall be installed.
- 7. Run concealed raceways parallel and perpendicular to building elements at right angles.
- 8. Install exposed raceways parallel and perpendicular to nearby surfaces or structural members and follow the surface contours as much as practical. Paint all exposed raceways to match surrounding area.
- 9. Run exposed and parallel raceways together. Make bends in parallel runs from the same centerline so that the bends are parallel. Factory elbows may be used only where they can be installed parallel. In other cases, provide field bends for parallel raceways.
- 10. Make raceway joints tight. Where joints cannot be made tight, use bonding jumpers to provide electrical continuity of the raceway system. Make raceway terminations tight. Where terminations are subject to vibration, use bonding bushings or wedges to assure electrical continuity. Where subject to vibration or dampness, use insulating bushings to protect conductors. Joints in non-metallic conduits shall be made with solvent cement in strict accordance with manufacturer's recommendations.
- 11. Terminations: Where raceways are terminated with locknuts and bushings, align the raceway to enter squarely and install the locknuts with dished part against the box. RGC shall be secured with double locknuts and an insulated metallic bushing. EMT shall be secured with one locknut and shall have nylon-insulated throats or threaded nylon bushings from 1/2 inch to 1 inch. 1-1/4 inch and above shall be metal with nylon insulated throats. Use grounding type bushings for feeder conduits at switchboards, panel boards, pull boxes, transformers, motor control centers, VFDs, etc.
- 12. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- 13. Install pull wires in empty raceways. Use #14 AWG zinc-coated steel or monofilament plastic line having not less than 200-pound tensile strength. Leave not less than 12 inches of slack at each end
- 14. Telecommunications and Signal Systems Raceways: Refer to Section 27 05 28 Pathways for Communications.
- 15. Install raceway-sealing fittings in accordance with the manufacturer's written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL Listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway-sealing fittings at the following points and elsewhere as indicated:
  - a. Where conduits enter or leave hazardous locations.
  - b. Where conduits pass from warm locations to cold locations, such as the boundaries of refrigerated spaces and air-conditioned spaces.
  - c. Where required by the NEC.
- 16. Flexible Connections: Use short length (maximum of 6 feet) of flexible conduit for recessed and semi-recessed lighting fixtures, for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquid tight flexible conduit in wet locations. Install separate ground conductor in all flexible connections.
- 17. Conduit Seals: Conduit passing through concrete walls shall be sealed.
- 18. Where conduits are to be installed through structural framing members, the contractor shall provide sleeves. Cut all openings in concrete with rotary type drill, or other method as approved by the University Project Manager. Holes cut with pneumatic hammer will not be accepted. For areas where sleeves have not been provided, the Engineer's written

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- approval must be obtained prior to cutting, notching or drilling of structural framing members.
- 19. Ream the ends of all cut and/or threaded conduit. Ends shall be cut square.
- 20. Use of running threads for rigid metallic conduit are not permitted. When threaded couplings cannot be used, provide 3-piece union or solid coupling.
- 21. Conduits shall not cross pipe shafts or ventilation duct openings "access panel".
- 22. Conduit shall not obstruct full and direct access to equipment requiring maintenance. This includes but is not limited to valves, actuators and terminal box controllers.
- 23. Install an insulated ground conductor in all conduits.
- 24. Where individual conduits penetrate fire-rated walls and floors, provide pipe sleeve one size larger than conduit; pack void around conduit with fire rated insulation and seal opening around conduit with UL Listed foam silicone elastomer compound. Conduits on trapeze type support system shall require fire taping only.
- 25. Where conduit sleeves penetrate fire rated floors or walls for installation of system cables, AC or MC cables, or modular wiring cables, pack void around cables or empty sleeve with fire rated insulation and fill ends with fire-resistive compound. Seal opening around sleeve with UL Listed foam silicone elastomer compound.
- 26. Provide separate raceway systems for each of the following:
  - a. Lighting
  - b. Power Distribution
  - c. Emergency (Essential)
    - 1) Lighting
    - 2) Power distribution
  - d. Low voltage systems, including telephone and communications, EQ alarm, security, fire alarm.
  - e. Audio/Visual
- 27. Provide for waterproofing of all raceways, fittings, etc., which penetrate the roof to preserve the weatherproof integrity of the building. Installation of materials shall conform to the following:
  - a. General:
    - Install all raceways concealed except at surface cabinets, for motor and equipment connections and in mechanical equipment rooms. Install a minimum of 6 inch from flues, steam pipes or other heated pockets for water-flashing and counter-flashing or pitch pockets for waterproofing of all raceways, outlets, fittings, etc., which penetrate roof. Route exposed raceways parallel or perpendicular to building lines with right angle turns and symmetrical bends. Concealed raceways shall be run in a direct line, and where possible, with long sweep bends and offsets.
    - 2) Provide raceway expansion joints with necessary bonding conductor at building expansion joints and where required to compensate for raceway or building thermal expansion and contraction. Terminate raceways 1-1/4 inch and larger with insulated bushing or rain tight connections with insulated throats.
- 28. Special areas methods for raceway installation (with appropriate seal-offs, explosion-proof fittings, etc.), in all special occupancy areas, as defined and classified in Article 500 of the National Electric Code (NEC), shall be in accordance with that Article.
- 29. If type MC or AC cable is used for branch circuits, the home run conduit will be EMT and must run from the panel to within 10 feet horizontally of the first device served.
- 30. All underground raceways, not under the building footprint, shall be installed so it slopes away from the building.
- D. Raceway Installation:
  - 1. Surface raceways, where indicated on drawings, shall be metal and of a size approved for number and size of wires to be installed, shall be installed in a neat, workmanlike manner, with runs parallel or perpendicular to walls and partitions. Raceways, elbows,

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- fittings, outlets and devices shall be of same manufacturer, and designed for use together.
- 2. Wire ways, where indicated, complete with elbows, tees, connectors, adaptors, etc., with all parts factory-fabricated and of same manufacture.

## 3.2 INSTALLATION, GENERAL

#### A. Boxes:

- Every J-box shall be secured, independent of conduit entries into the box. Boxes shall be secured to the building structure. Ceiling wire shall not be used to support (secure) Jboxes.
- 2. Box fill shall be governed by code requirements. Only the allowable amount of conduit entries shall be allowed into the box.
- 3. Box covers shall be marked so as to indicate the voltage, panel number, and circuit number of the enclosed conductors.
- 4. Each J-box shall have only one voltage installed.
- 5. Cap unused knockout holes where blanks have been removed and plug unused conduit hubs.
- 6. Sizes shall be adequate to meet NEC volume requirements, but in no case smaller than sizes indicated.
- 7. Remove sharp edges where they may come in contact with wiring or personnel.
- 8. All conduits connected to a flush panel shall be concealed.

#### B. Outlet Boxes:

- 1. Exact location of outlets and equipment shall be governed by structural conditions and obstructions or other equipment items. When necessary, relocate outlets so that when fixtures or equipment are installed, they will be symmetrically located according to room layout and will not interfere with other work or equipment. Verify final location of all outlets, panels, equipment, etc. with the University Project Manager.
- 2. Switch Outlet and Panel board height dimensions to meet ADA requirements.
- 3. Above counters, benches, special equipment, baseboards, fin tube radiators, etc., or at wainscoting, outlets shall be mounted minimum 6 inches above to prevent interferences to service equipment, or as noted on drawings.
- 4. Fire rated poke-through shall be installed in areas to miss beams and ductwork in ceiling below. Floors shall be X-rayed before core drilling.
- 5. Outlets at windows and doors: Locate close to window trim in an accessible location. For outlets indicated above doors center outlets above the door opening except as otherwise indicated.
- 6. Column and pilaster locations: Locate outlet boxes for switches and receptacles on columns or pilasters so the centers of the columns are clear for future installation of partitions. Locate in an accessible location.
- 7. Locations in special finish materials: For outlet boxes for receptacles and switches mounted in desks or furniture cabinets or in glazed tile, concrete block marble, brick, stone or wood walls, use rectangular shaped boxes with square corners and straight sides. Install such boxes without plaster rings. Saw cut all recesses for outlet boxes in exposed masonry walls.
- 8. Mounting: Mount outlet boxes for switches and receptacles with the long axis vertical or as indicated. Three or more gang boxes shall be mounted with the long axis horizontal. Locate box covers or device plates so they will not span different types of building finishes either vertically or horizontally. Locate boxes for switches near doors on the strike side, close to door trim. Provide far side box supports for electrical boxes installed on metal studs.
- 9. Ceiling outlets: For fixtures, where wiring is concealed, use outlet boxes 4-inches square by 1-1/2 inches deep, minimum.

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- 10. Protect outlet boxes to prevent entrance of plaster, and/or debris. Thoroughly clean foreign material from boxes before conductors are installed.
- 11. Concrete boxes: Use extra deep boxes to permit side conduit entrance without interfering with reinforcing, but do not use such boxes with over 6-inch depth.
- 12. Existing outlet boxes: Where extension rings are required to be installed, drill new mounting holes on the existing boxes where existing holes are not aligned.
- 13. Back to back outlet boxes are not permitted. Separate boxes a minimum of 6 inches in standard walls and 24 inches in acoustical walls.

## C. Installation of Pull and J-Boxes:

- 1. Box selection: For boxes in main feeder conduit runs, use minimum 8-inches square by 4-inches deep or as needed per NEC. Do not exceed 6 entering and 6 leaving raceways in a single box.
- 2. Cable supports: Install clamps, grids, or devices to which cables may be secured. Arrange cables so they may be readily identified. Support cable at least every 30 inches inside boxes.
- 3. Mount pull boxes in inaccessible ceilings with the covers flush with the finished ceiling.
- 4. Every J-box shall be secured, independent of conduit entries into the box. Boxes shall be secured to the building structure. Provide rigid supports for all J-boxes, ceiling wire supports are not acceptable.
- 5. Box fill shall be governed by code requirements. Only the allowable amount of conduit entries shall be allowed into the box.
- 6. Box covers shall be marked so as to indicate the voltage, panel numbers, and circuit number of the enclosed conductors. Use pre-printed labels, marking cover with permanent marker is not acceptable.

# D. Grounding:

1. Electrically ground metallic cabinets, boxes, and enclosures. Where wiring to item includes a grounding conductor, provide a grounding terminal in the interior of the cabinet, box or enclosure.

#### E. Outlets:

1. Provide zinc-coated or cadmium-plated sheet steel outlet boxes not less than 4 inch octagonal or square, unless otherwise noted. Equip fixture outlet boxes with 3/8-inch nobolt fixture studs. Where fixtures are mounted on or in an accessible type ceiling, provide a J-box and extend flexible conduit, maximum 6' to each fixture. Outlet boxes in finished ceilings or walls shall be fitted with appropriate covers, set to come flush with the finished surface. Where more than one switch or device is located at one point, use gang boxes and covers unless otherwise indicated. Sectional switch boxes or utility boxes will not be permitted. Provide tile box or a 4-inch square box with tile ring where "drywall" type materials are applied.

#### F. Pull and J-Boxes and Cabinets:

- Construct J-boxes or pull boxes not over 150 cubic inches in size as standard outlet boxes, and those over 150 cubic inches the same as "Cabinets," with hinged covers of same gauge metal. Removable covers must be accessible at all times.
- 2. Provide a standard access panel having a hinged metal door neatly fitted into a flush metal trim, where a J-box or equipment is located above non-accessible ceilings or behind finished walls. Coordinate location and type with the University Project Manager. Access panels shall be minimum 24"x24" or 6" larger than pull box.
- 3. All cabinets shall be set rigidly in place with fronts straight and plumb, center panel board interiors in door openings.

#### **END OF SECTION 26 05 33**

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## **SECTION 26 27 26**

#### **WIRING DEVICES**

#### PART 1 - GENERAL

# 1.1 DESIGN REQUIREMENTS

A. Plug-in type devices are not acceptable.

# PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide wiring devices of one of the following:
  - 1. Devices:
    - a. Harvey Hubbell Inc.
    - b. Leviton Mfg. Co.
    - c. Pass and Seymour Inc.
    - d. Bryant Electric Co.
    - e. General Electric Co.
  - Wall (Local) Switches: Numbers used below are those of Hubbell. Equivalent Cooper, P & S, or Leviton.
  - 3. Fire Rated Poke-through Receptacle: Hubbell systems or approved equal.
  - 4. Multi-Outlet Assembly (MOA): Hubbell or Wiremold.

# 2.2 MATERIALS, GENERAL

# A. Receptacles:

- Duplex receptacles shall be of the heavy-duty type, NEMA 5-20 Rconfigurations. They
  shall be capable of being side or back wired, with clamp type terminals for back wiring.
  The grounding blades shall be aligned in such a manner that they are parallel to the
  longitudinal plane of the receptacle. Plus type receptacles are not permitted.
- 2. All duplex, single, and special receptacles shall be heavy duty, standard grade listed by Underwriter's Laboratories, and have a single brass mounting strap with self-grounding and have a hex-head green grounding screw and be side and back wired. Each device shall bear the UL/FS Label.
- 3. Convenience Receptacle Configuration: NEMA WD 1; Type 5-20R.. All receptacles connected to emergency circuits shall have a red face. Color selection for normal devices shall be verified with Engineer prior to ordering.
- 4. Standby Receptacles: Single or duplex minimum 20-amp, color red.
- 5. Isolated Ground Circuit: Single or duplex minimum 20-amp, color orange, with isolated ground.
- 6. House Keeping Receptacles: Duplex 20-amp, color blue.
- 7. Telephone or CRT Receptacles: 4 inch square box with one gang plaster ring and 5/8 inch diameter grommet hole split plate.
- 8. Special Purpose Receptacles: Provide where shown on drawings. Standard grade, standard color, and of the appropriate code and NEMA configuration to match the supply circuit and load involved. Provide proper grounding through receptacle for equipment.
- 9. Fire Rated Poke-through: Provide where shown on drawings. Poke-through shall provide services as shown on drawings and have a carpet saver feature.

Duplex 20A 125V HBL5362					
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Duplex – Isolated Ground Fault	20A	125V	GFR5362	
Duplex – Isolated Ground	20A	125V	IG5362	
Single	20A	125V	HBL5361	
Single	30A	125V	HBL9308	
Single	20A	250V	HBL5652	
Single	30A	250V	HBL9330	
Single	30A	125/250V	HBL9430A	

#### B. Switches:

- Wall Switches for Lighting Circuits: NEMA WD1; FS W-S-896E; AC, quiet type, specification grade, listed by Underwriter's Laboratories with toggle handle, rated 20 amperes or greater at 277 volts AC, unless noted otherwise. Mounting straps shall be metal and be equipped with a green hex-head ground screw. Each switch shall bear the UL/FS Label.
- 2. Handle: Red for emergency power circuits. Verify color for normal power devices with Engineer prior to ordering.
- 3. Pilot Light Type: Lighted handle lit when switch is "on."
- 4. Locator Type: Continuously lighted handle.

Single-Pole Switches	#1221	20 amps	277 volts
Three-Way Switches	#1223	20 amps	277 volts
Four-Way Switches	#1224	20 amps	277 volts
Switch with Pilot		Series 1200	

# C. Wiring Device Accessories:

- 1. Wall Plates: Provide Wall plates for single and combination wiring devices, of types, sizes, and with ganging and cutouts as indicated. Select plates which mate and match wiring devices to which attached. Construct with metal screws for securing plates to devices; screw heads colored to match finish of plates. Identify all wall plates used for receptacles with branch circuit number. Provide blank wall plates for all cable, data, telephone and junction and outlet boxes. Where cables are routed through the wall plate, provide grommets in wall plate openings to protect cables. Provide plates possessing the following additional construction features:
  - a. Material and Finish: Stainless steel smooth or match existing.

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify boxes are installed at proper height and openings are neatly cut and will be completely covered by wall plates.
- B. Verify branch circuiting wiring installation is completed, tested, and ready for connection to wiring devices.

# 3.2 INSTALLATION, GENERAL

A. Install wiring devices of type as indicated on drawings. All connections shall be made up tight and device set plumb. Use care in installing device in order to prevent damage to device and wire in outlet box. Install wiring devices as indicated, in accordance with manufacturer's written instruction, applicable requirements of NEC and in accordance with recognized industry practices to fulfill project requirements.

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- B. Coordinate with other work, including painting, electrical boxes and wiring work, as necessary to interface installation of wiring devices with other work.
- C. Install wiring devices only in electrical boxes that are clean; free from excess building materials, dirt, and debris.
- D. Install wiring devices after wiring work has been installed and wall finishes have been completed. Install wall plates plumb and level, after painting work is completed. Provide a device plate for each outlet to suit device installed and install blank plates or covers for J-boxes and empty outlets.
- E. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for wiring devices or as required per UL Standards 486A.
- F. Upon installation of wall plates and receptacles, advise Contractor regarding proper and cautious use of convenience outlets. At time of Final Completion, replace those items that have been damaged, including those burned and scored by faulty plugs.
- G. Provide equipment grounding connections for wiring devices, unless otherwise indicated.
- 3.3 TESTING, CLEANING, AND CERTIFICATION
  - A. Refer to Standard Section 26 05 00 for testing, cleaning, and certification requirements.
  - B. Prior to energizing circuitry, test wiring for electrical continuity, and for short-circuits. Ensure proper polarity of connections is maintained. Subsequent to energization, test wiring devices to demonstrate compliance with requirements.
  - C. Test ground fault interrupter operation with both local and remote fault simulations in accordance with manufacturer recommendations.

**END OF SECTION 26 27 26** 

WIRING DEVICES 26 27 26 - 3

## **SECTION 26 56 00**

#### **EXTERIOR LIGHTING**

#### PART 1 - GENERAL

# 1.1 DESIGN REQUIREMENTS

- A. Meet light levels and uniformity ratios as recommended by IESNA recommended practice manual: Lighting for Exterior Environments (RP-33-99).
- B. All luminaries with more than 5500 initial lamp lumens must be full cut off.

#### 1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product data with mounting type and installation instructions on each proposed type of luminary and accessories.

# 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver lighting in factory-fabricated containers or wrappings, which properly protect luminaries from damage.
- B. Store lighting in original packaging. Store inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, humidity, laid flat, and blocked off ground.
- C. Handle lighting carefully to prevent damage, breaking, and scoring of finishes. Do not install damaged units or components; replace with new.

# PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Open Parking Lots and Street Lighting:
    - a. Primary Manufacturer Gardco "Round Form 10" CA Style:
      - 1) CA22; light distribution depends on whether single or double configuration and location, use Q or 3 distribution; 277v, Cosmo Polis 140 CMPE; finish to be campus standard color RAL7038. Pole: RA5, 30 ft high, fixed base, accommodates single or double configuration as required, finish color RAL7038
    - b. General Description: Pole mounted, aluminum type luminary (single and double-head), thirty (30) foot aluminum pole, both with optional color paint (RAL7038)
  - 2. General Campus Lighting:
    - a. Primary Manufacturer Gardco "Round Form 10" MP Style:
      - 1) Form 10; MP17; P12 yoke fitter; light distribution depends on location, use Q or 3 distribution; 277v, Cosmo Polis 60 CMPE; finish to be campus standard color RAL7038. Pole: RA4, 10 ft high, fixed base, finish color RAL7038.
    - b. General Description: Pole-mounted, aluminum type luminary with solid top (single head), ten (10) foot aluminum pole, both with optional color paint RAL7038
  - 3. Exterior of Building Walls, Above Entries (Fixtures can be specified per building):
    - a. Primary Manufacturer Gardco "Square Form 10" wall mount WE

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- b. General Description: Rectangular aluminum type, wall mounted luminary, 14 inch, anodized, color bronze ("BRA"), FM distribution, 277 volt ballast, 90CMPE max
- c. Other fixtures as approved per location
- 4. Exterior at Colonnades:
  - a. Primary Manufacturer McPhilben / Gardco 100 Line;
    - 1) 105 FT(Forward Throw); 100MH; , finish color RAL7038.
  - b. General Description: Wall mounted, quarter sphere, glow sconce
  - c. Other fixtures as approved per location
- 5. Exterior at service yards:
  - a. Primary Manufacturer None provided
  - b. General Description: Wall mounted full cut-off, aluminum housing dark bronze finish or other color as approved for location.
  - c. Fixture style as appropriate for location; Wall-PAK used only with prior approval
- 6. Accent Lighting Near Walkways:
  - a. Primary Manufacturer Gardco "Bollard Ten" BR160 (head only):
    - 1) 16 inch diameter, campus standard finish RAL 7038
  - General Description: Concrete bollard mounted, cylindrical, aluminum luminary, 16 inch diameter, painted aluminum, Type 3 distribution, 277 volt ballast, Type 0 mounting, 100MH max
  - c. Other fixtures as approved per location
- 7. Landscape Areas:
  - a. Type GM2: Hydrel, 4710 MHM50, provide with stem.
  - b. General: Ground-mounted cast aluminum adjustable HID up light stemmed up in plant areas. Integral components including electrical parts, lamps, and optical assembly are totally enclosed, rain tight, dust tight, and corrosion resistant. Dark bronze baked enamel finish.
- 8. Pole Bases:
  - a. Concrete pole bases shall be designed by Licensed Colorado Structural engineer for wind loading. Each pole base shall have its own ground rod bended to the base rebar.
- 9. Parking Garage:
  - a. Primary Manufacture Gardco "Garage Lighting Induction Luminaire".
    - 1) GPI with 85 watt induction lamp, 3000 K, campus standard finish RAL 7038.
  - b. General Description Surface mounted, die cast aluminum canopy with corrosion resistant acrylic housing.
- 10. In grade well lights are prohibited.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine areas and conditions under which lighting is to be installed. Notify Contractor in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

# 3.2 INSTALLATION, GENERAL

- A. Install lighting at locations and heights as indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC, NECA's "Standard of Installation," NEMA standards, and with recognized industry practices to ensure that lighting fulfills requirements.
- B. Fasten luminaries securely to structural supports and ensure that luminaries are plumb and level.

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- C. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Standards 486A and 486B, and the National Electrical Code (NEC).
- D. Grounding: Provide equipment-grounding connections for lighting as indicated. Tighten connections to comply with tightening torques specified in UL Standard 486A to assure permanent and effective grounds.

# 3.3 TESTING, CLEANING, AND CERTIFICATION

- A. Clean lighting of dirt and construction debris upon completion of installation. Clean fingerprints and smudges from lenses.
- B. Protect installed luminaries from damage during remainder of construction period.
- C. At Date of Final Completion, replace lamps in luminaries, which are observed to be noticeably dimmed after Contractor's use and testing, as judged by Engineer.
  - 1. a. Refer to Division 1 sections for the replacement/restoration of lamps in lighting where used for temporary lighting prior to Date of Final Completion.
- D. Upon completion of installation of lighting and after circuitry has been energized, apply electrical energy to demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at site, then re-test to demonstrate compliance; otherwise, remove and replace with new units and proceed with re-testing.

**END OF SECTION 26 56 00** 

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# **SECTION 32 00 00**

# **EXTERIOR IMPROVEMENTS**

PART 1 - GENERAL

# 1.1 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Provide splash blocks and rip rap at all downspouts and fire pump outlets in landscape areas. Redirect water to prevent damage to landscape and avoid water freezing on sidewalks.
  - 2. Provide Bus Shelters as required;
    - a. Color: Stormcloud, RAL 7022

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 32 00 00** 

## **SECTION 32 93 00**

## **PLANTS**

#### PART 1 - GENERAL

# 1.1 General Design Information:

# A. Design Requirements

- 1. Avoid using isolated islands or berms as they are labor intensive.
- 2. Design in context with adjacent spaces.

#### B. Performance Requirements

1. Protect existing landscape features, especially trees and shrubs.

# 1.2 Repair of Landscape or Irrigation System Damage:

## A. Performance Requirements

- 1. Include the cost of restoration to existing landscape for damage associated with construction in the bid proposal. Repairs include damage outside of construction zones if damage results from some effect of project such as rerouting of pedestrian traffic across a grassy area in lieu of a previous sidewalk path.
- 2. At the contractor's option, restoration work may be completed by the University through the University Project Manager or by a prequalified Landscape Contractor. Competitive bidding between the University and Landscape Contractors is not permitted.
- 3. Establish the extent of restoration work in the following manner:
  - a. Prior to construction, survey the site with the University Project Manager, A/E, and Contractor.
  - b. Document the initial condition through mutual agreement, written description, sketches and/or photographs.
  - c. After construction, survey the site with the same group and document the final condition through the same procedure.
- 4. Include restoration work in the Construction Documents and encompass intermediate or temporary repairs. Temporary repairs may be necessary to keep irrigation systems active. Inactive irrigation systems may result in additional damage to turf areas which may require restoration work.

## 1.3 Layout of New Trees:

# A. Design Requirements

- 1. The use of street trees is encouraged in all designs. Coordinate with the University Campus Architect through the University Project Manager.
- 2. Provide a minimum 3 feet diameter mulch area around all trees. Cover with shredded cedar mulch.
- 3. Do not plant trees above underground utilities. The following table identifies the minimum and recommended distances from trees to utilities and other site items.

Item	Minimum Distance (feet)	Preferred Distance (feet)				
Curbs	2.5 CE	3-5 CE				
Sidewalks	2.5 CE	3-5 CE				
Electric Buried Cable	4 CC	5-6 CC				
Water Lines	6 CC	7-8 CC				
Sewer Lines	10 CC	15+ CC				
Steam/Condensate Lines	10 CC	15+ CC				
Gas Lines	4 CC	5-6 CC				
Street Lights-Shade Trees	40 CC					
Street Lights – Ornamental Trees	15 CC					
Street Signs	7 CC					
Intersections	30 CC					
Vaults and Pits	5-10 CC	10 CC				
Tree to Tree – Shade	35 CC					
Tree to Tree – Ornamental	20 CC					
CE	CE = Center of Tree to Edge of Utility					
CC = Center of Tree to Center of Utility						
El	EE = Edge of Tree to Edge of Utility					

# 1.4 Landscape Requirements:

# A. Design Requirements

- 1. Provide a weed control blanket underlay of polyester nylon mesh at all planting beds. Do not polypropylene.
- 2. Provide a minimum of three inches of depth of shredded cedar mulch in the shrub beds after setting.
- 3. Gravel or rock larger than 1" is prohibited.

## 1.5 Protection and Preservation of Existing Trees:

# A. Design Requirements

- 1. Show all existing trees on landscape plans. Indicate trees to be saved or removed.
- 2. Do not locate curbs closer than 5 feet from the trunk of the tree where possible. Do not provide paving or asphalt closer than 5 feet from the tree trunk.
- 3. Locate new sidewalks, paving or asphalt to allow breathing space for tree roots. The following should be used as a guideline:
  - a. For trees up to 4 inches in trunk caliper, provide 25 square feet of porous area.
  - b. For each additional 2 inches of tree caliper, provide 10 additional square feet of porous area.

#### B. Performance Requirements

- 1. Cut any severed roots caused from trenching outside the drip line of a tree with smooth and flush cuts. Backfill trenches immediately to prevent roots from drying out.
- 2. Provide properly constructed barrier fences at trees to be saved to protect the total area within the drip line. The drip line is defined as the area on ground covered by spread of branches.
- 3. Do not park or store equipment or materials within the drip line of the tree.
- 4. Prohibit trenching or boring inside the drip line of trees. Trenching or boring will be permitted inside the drip line of a tree only with approval from the University Project Manager.

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# 1.6 Selection of New Plants:

# A. Performance Requirements

- 1. Supply plants from propagating houses, beds, frames or nurseries. Do not provide "Collected" stock unless specified or approved by the University Grounds and the University Project Manager as a substitute.
- 2. Provide plants with well formed buds of size normal for the species.
  - a. Growth increments of shoots for the previous year of a size normal for the season, i.e., not showing stunted growth will be accepted.
  - b. Plants that have been in storage for more than one growing season will not be accepted.
- 3. Provide sound, healthy, and vigorous plants free of harmful insects, diseases and major mechanical injuries. Major mechanical injuries include damages to trunk or branches to the extent it would affect normal growth and/or appearance, or would require pruning or wound treatment.
- 4. Provide symmetrical plants typical for species and variety.
- 5. Plant trees in rows that exhibit consistent branching habit, size, form and height.
- 6. Specify plant sizes.
- 7. Select plants from specified growing areas as defined below:
  - Colorado Grown: plants grown in Colorado nursery fields for the major portion of their life.
  - b. Colorado Fielded: plants shipped in, which have grown in Colorado for one full growing season or more prior to delivery.
  - c. Northern Grown: plants grown in nurseries one year or more located in Hardiness Zones 1 through 5, as shown in USDA Map.
  - d. Alternate plants may be proposed by the Contractor if specified types are not available. Gain approval of substitutes by the University Project Manager.

# 1.7 DELIVERY, STORAGE, AND HANDLING

# A. Transportation of Plants:

- 1. Protect all plants, bare root, container or balled and burlapped from the time of digging to the time of planting from any conditions that would adversely affect the continued growth of the plant.
- 2. Schedule and coordinate delivery and planting with other landscape work.

## 1.8 WARRANTY

- A. Provide a warranty for a period of one (1) growing season after Final Acceptance of landscape work and at no additional cost to the University. Replace any trees, shrubs, ground cover or bulbs that are dead or that are, in the opinion of the University, in unhealthy or unsightly condition, or that have lost their natural shape due to dead branches or excessive pruning of dead branches.
- B. The warranty period begins anew for each replaced area or item and extends each time the area or item requires replacement. Replace plantings in accordance with the original specifications.

## PART 2 - PRODUCTS (Not Applicable)

# PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

# A. Planting Seasons:

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- 1. Plant only after April 15 and before October 1 or as specified on the Drawings without written approval from Architect.
- 2. Plan only when weather and soil condition permit in accordance with locally accepted practice. Do not plant during periods of prolonged cold or heat, or during excessively wet or dry periods.

#### B. Planting:

- 1. Stake and verify locations for plants according to the landscape plan.
- 2. Prior to any excavation, identify all underground utilities with Utility Services through the University Project Manager.
- 3. Plant container grown and balled and burlapped plants as follows:
  - a. In clay or clay loam soil, provide a planting pit 2 to 4 inches more shallow than the height of the soil ball, and a minimum of 1 foot larger in diameter.
  - b. In sandy loam soil, which is well drained, provide a planting pit depth no deeper than the height of the root ball and a minimum of 1 foot larger.
  - c. Remove container plants and tease, manipulate, or scar the fibrous roots with a knife to discourage circling roots. Care should be taken not to break the root ball.
  - d. Set balled and burlapped plants in the planting pit at the proper depth, remove all twine from the trunk, and cut excess burlap from the top of the root ball prior to backfilling.
  - e. Provide tree planting holes twice the size of the root ball and provide proper amended soils mix such as Eco/Bio Planters Mix.
- 4. Amend backfill soil for bare root plants according to recommendations of the Architect/Engineer. Add backfill and water thoroughly. Settle soil with water to eliminate all air pockets. Do not compact backfill by tamping. If area is irrigated, do not provide a basin. If area is not irrigated, form a basin for water.
- 5. Provide percolation test to check for adequate air and water movement. If site soil fails the test, notify the University Project Manager. Perform improvement of soil drainage prior to planting. Obtain recommendations through the design team from a soil testing laboratory and/or an agricultural drainage consultant as required.
- 6. Verify backfill amendments are of a consistency to allow for air and water movement without compacting.
- 7. Use wire baskets. Remove the bottom of the basket up to the first tier of wire prior to placing the tree in pit. Place the balled tree in the hole at the proper depth, backfill and compact the soil up to the first tier of wire above the bottom of the ball to stabilize it. Remove the remainder of the wire and backfill and compact the soil up to approximately one-third of the bottom portion of the ball. Finish backfilling with loose soil and thoroughly puddle with water.
- 8. Provide staking, guying and tree wrap. Wrap trees with approved material, e.g. the standard 4 inch crepe wrap. Wrap from the ground line up to the second whorl of branches and secure. Apply wrap approximately November 15 and remove approximately April 15 of the following year. When guy wires are used, they shall be flagged with a conspicuous material and replaced as required by the University Project Manager until guy wires are removed.
- 9. Prune any injured or broken roots or branches. Trim to a clean, smooth cut without disturbing branch collar. Trim damaged evergreen branches in such a manner that the form of the tree is not affected.
- 10. Provide safety devices at all open holes or pits to protect the University from liability for personal accidental injury.

# C. Plant Maintenance:

 General: Maintain plants by watering, fertilizing, pruning, restoring planting saucers, tightening and repairing stake supports, resetting trees and shrubs to proper grades or vertical position, spraying as required to keep trees and shrubs free of insects and

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disease, cultivating and weeding as required for healthy growth or as directed by the Architect.

- a. Monitor watering of plants and lawns to verify overwatering is not causing stress to trees, especially when planted in turf.
- b. Tree wrap:
  - 1) Apply a coating of insecticide and fungicide to the tree trunk area to be wrapped.
  - 2) Apply wrap to overlap 1 ½" from ground line up to lowest branch. Wrap trunks in late fall (approximately November 15).
  - 3) Tie securely in at least five places with jute twine, placed at least 12" apart.
  - 4) Remove tree wrap at the beginning of the growing season (approximately April 15).
- 2. Maintenance Period: Begin maintenance immediately after planting. Maintain plants until the end of the Warranty period. If planting occurs in autumn and maintenance has not been performed, or if work was not yet acceptable at the end of the autumn growing season (October 1), continue maintenance the following spring beginning March 15 (or sooner, weather permitting) and continue to the end of the warranty period.

**END OF SECTION 32 93 00** 

## **SECTION 33 40 00**

#### STORM DRAINAGE UTILITIES

#### PART 1 - GENERAL

## 1.1 REFERENCES

- A. City of Aurora Standards (for the University of Colorado Anschutz Medical Campus Only)
- B. Colorado Department of Public Health and Environment (CDPHE)

#### 1.2 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Identify storm water sumps in a site-specific Storm Water Management Plan (SWMP).
- B. Performance Requirements
  - 1. Provide Best Management Practice (BMP) that provides permanent storm water quality run off control ponds on the University of Colorado Anschutz Medical Campus.
  - 2. Provide Best Management Practice (BMP) for all construction projects for storm water control regardless of size.

# PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Obtain permit from CDPHE, as required. Coordinate with the University Engineers through the University Project Manager. Refer to 01 41 00 Regulatory Requirements.
- B. The Authority Having Jurisdiction (AHJ) is the University. All projects voluntarily comply with surrounding municipality.
- C. Protect storm water inlet grates.

## 3.2 FIELD QUALITY CONTROL

## A. Inspections:

- 1. Provide weekly inspections.
- 2. Provide inspections after any storm event.
- 3. Document all inspections and provide copies to the University Project Manager on a weekly basis.
- 4. Provide non-ordinary inspections to show corrective action items (if any) were completed with the University.
- 5. Provide one post-construction acceptance inspection with the University.

# END OF SECTION 33 40 00