

**BEN MIRAGLIA, COUNTY AUDITOR**  
**VAN ZANDT COUNTY | AUDITORS OFFICE**  
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**RFP: 26-01**

**Request for Proposal for Repair/Replacement of Van Zandt County Courthouse 5<sup>th</sup> Floor Windows**

**Return deadline is no later than: Monday March 30, 2026 | 2:00 p.m.**

**Vendor Name:** \_\_\_\_\_

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## Proposal Requirements

Submission of Proposal: Complete proposal documents shall be sealed and **marked RFP 26-01 "Request for Proposal for Repair/Replacement of Van Zandt County Courthouse 5<sup>th</sup> Floor Windows"**.

Submission deadline, **2:00 p.m., Monday March 30, 2026.**

Van Zandt County Auditor's Office  
Ben Miraglia, County Auditor  
121 E. Dallas St., Room 102  
Canton, TX 75103

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Van Zandt County concerning this proposal except for questions concerning the proposal by respondents directed through Van Zandt County by email [bmiraglia@vanzandtcounty.org](mailto:bmiraglia@vanzandtcounty.org). Failure to comply with this guideline could result in disqualification from the proposal process.
2. **Proposals must be sealed** when returned to Van Zandt County.
3. The proposal must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Van Zandt County Auditor, 121 E. Dallas St., Room 102, Canton, Texas 75103 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this proposal.
4. All questions / checklists / blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your proposal may result in rejection / disqualification.
5. PROPOSALS WILL BE received and publicly acknowledged at the Van Zandt County Auditor's Office located at the address listed above on **2:00 p.m. | Monday March 30, 2026**. Respondents, their representatives and interested persons may be present.
6. It is the responders sole responsibility to print and review all pages of their proposal document, attachments, questions and their answers, addenda and special notices.
7. All documents relating to this proposal, including but not limited to, the proposal document, questions, and their responses, addenda and special notices will be posted under the RFP number on the Van Zandt County Auditor's website and available for download by responders and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the RFP due date.
8. Any proposal received after the date and/or hour set for RFP opening will not be accepted. Respondents will be notified and will advise Van Zandt County Auditor as to the disposition of the RFP, either by pick up, return at respondent's expense, or destroyed with written authorization by respondent. If proposals are sent by mail to the Auditor, the respondent shall be responsible for actual delivery of the proposal to the Auditors Office before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service or in the internal mail system of Van Zandt County beyond the date and hour set for the RFP opening, RFPs thus delayed will not be considered and will be disposed of as authorized.
9. Accuracy for all mathematical and number entries is the sole responsibility of the respondent. Van Zandt County will not be responsible for errors made by the respondent.

10. Project Timetable:

- a. The project timetable set out herein represents the best estimate of schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.
- b. Proposals must be received no later than 2:00 p.m. Central Standard Time (CT) on March 30<sup>th</sup>, 2026 (“Response Due Date”) at the location specified.

Release RFP	<b>Friday February 13, 2026</b>
Scheduled Site walk	<b>February 17 to February 27</b>
Deadline to submit Questions	<b>Wednesday March 4<sup>th</sup> 5:00pm</b>
Final Response to Questions Posted	<b>Wednesday March 18<sup>th</sup> 5:00pm</b>
Deadline for Submission of Proposals	<b>Monday March 30, 2026 2:00pm</b>

**Standard Terms and Conditions**

Proposals are solicited for **“Proposal for Repair/Replacement of Van Zandt County Courthouse 5<sup>th</sup> Floor Windows”**. **By returning this proposal with price(s) quoted and forms executed, Respondent’s certify and agree to the following:**

- 1. Alternate proposals will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Van Zandt County, Texas, Auditor a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date.
- 2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Van Zandt County of the proposal or final executed contract. Termination in whole, or in part, by the County may be made solely at the County’s option and without prejudice to any other remedy to which Van Zandt County may be entitled by law or in equity, or elsewhere under this proposal or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Van Zandt County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
- 3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the proposal. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
- 4. The Respondent shall affirmatively demonstrate Respondent’s qualifications by meeting or exceeding the following minimum requirements:
  - a) Have adequate financial resources, or the ability to obtain such resources as required.
  - b) Be able to comply with any required or proposed delivery schedule.
  - c) Have a satisfactory record of performance.
  - d) Have a satisfactory record of integrity and ethics.
  - e) Be otherwise qualified and eligible to receive the award.

5. Invoices and statements shall be sent to the Van Zandt County Treasurer, 121 E. Dallas St., Room 101, Canton, Texas 75103. Payments are processed after verification that the services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.
6. Only the Commissioners Court of Van Zandt County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Van Zandt County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Van Zandt County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Van Zandt County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Van Zandt County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
11. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Van Zandt County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Van Zandt County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
14. Funding Clause – Payments required to be made by Van Zandt County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Van Zandt County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Van Zandt County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Auditor to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Auditor. Thereupon, Van Zandt County will be released from its obligation and make further payments.
15. Van Zandt County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all

inclusive. Van Zandt County will not pay additional taxes, surcharges or other fees not included in proposal prices.

16. Van Zandt County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Van Zandt County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the County Auditor and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
20. Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.
21. Van Zandt County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Van Zandt County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Van Zandt County shall not be liable for loss or reduction of any anticipated profit.
22. Van Zandt County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers, and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Van Zandt County shall support, encourage, and implement steps toward our common goal of establishing equal opportunity for all citizens of Van Zandt County.
23. Respondents must agree to provide the following information as part of this proposal:
  - Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
  - Name of contact person (single point of contact with the Respondent)
24. Van Zandt County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to

award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Van Zandt County Commissioners Court. Van Zandt County reserves the right to award multiple contracts as necessary and in the best interest of the County.

25. Van Zandt County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
26. Costs of preparation of a response to this request for proposal are solely those of the Respondent. Van Zandt County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Van Zandt County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
27. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Van Zandt County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
28. Respondent understands and agrees that in returning a response to this proposal that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized /awarded by the Van Zandt County Commissioners Court.
29. Proposals will not be considered if submitted by telephone, facsimile, email, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
30. Gratuities – Van Zandt County may, by written notice to the respondent, cancel this contract without liability to respondent if it is determined by Van Zandt County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Van Zandt County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Van Zandt County pursuant to this provision, Van Zandt County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by respondent in providing such gratuities.
31. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.
32. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the

settlement of strikes and lockouts shall be entirely within the discretion of the party have the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

33. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by respondent without the written permission of the County. Any attempted assignment or delegation by respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
34. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
35. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
36. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
37. Advertising – Respondent shall not advertise or publish, without County’s prior consent, the fact that the County has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
38. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
39. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Van Zandt County, Texas.
40. No negotiations, decisions, or actions shall be executed by the respondent as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
41. The contents of each Respondent’s proposal, including specifications shall remain valid for a minimum of sixty (60) calendar days from the Proposal due date.
42. All documents submitted as part of the Respondent’s offering will be deemed confidential during the evaluation process.
43. Subcontracting – The Respondent must function as the single point of responsibility for the Agency.
44. Investigation of Conditions – Before submitting a proposal, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
45. Contract Award – Van Zandt County reserves the right to reject any and all proposals and to waive any minor informality or irregularity in a proposer’s response if deemed in the best interest of the County. Award of

contract (if any) resulting from this proposal will be made only by written authorization from Van Zandt County Commissioners Court.

46. Conflict of Interest – No public official shall have interest in this contract except in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
47. Ethics – The respondent and/or respondent’s representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Van Zandt County.
48. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
49. Descriptions – Whenever an article or material is defined or used in the Proposal specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
50. Addendum – Any interpretations, corrections, or changes to this Proposal and specifications will be made by addendum, unless otherwise stated. Addendum will be posted on the County Auditors’ webpage and all that are known to have received a copy of the proposal will be emailed with the notice of the changes. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
51. Patents / Copyrights – The successful respondent agrees to protect Van Zandt County from claims involving infringements of patents and/or copyrights.
52. Auditor as Contract Administrator – The Auditor will serve as sole liaison between the Van Zandt County Commissioners Court and affected Van Zandt County Departments and the successful respondent. Unless directly outlined in this specification the respondent shall consider no one but the Auditor authorized to communicate, by any means, information or suggestions regarding or resembling this proposal throughout the proposal process. The Auditor has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Respondents will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
53. Warranty – Successful respondent shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
54. Remedies – The successful vendor and Van Zandt County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
55. Silence of Specification – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices may prevail. All interpretations of these specifications shall be made on the basis of this statement.

56. The Respondent shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Auditor and approved by the County before work commences.**

57. Standard Insurance Policies Required:

- a) Commercial General Liability Policy
- b) Automobile Liability Policy
- c) Worker's Compensation Policy

General Requirements applicable to all policies:

- a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Van Zandt County.
- e) All insurance policies shall be furnished to Van Zandt County upon request.

Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Van Zandt County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a) General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

58. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:

- a) Employer's Liability limits of \$500,000 for each accident is required.
- b) "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

**Definitions:**

**Certificate of coverage (“certificate”)** – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker’s Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84) showing statutory worker’s compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

**Duration of the project** – includes the time from the beginning of the work on the project until the Contractor’s work on the project has been completed and accepted by the governmental entity.

**Persons providing services on the project (“subcontractors” in section 406.096 of the Texas Labor Code)** – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the projects. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. “Services” does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
  2. No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker’s Compensation Commission, informing all people providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
  - a. a certificate of coverage, prior to the other person beginning work on the project; and
  - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Van Zandt County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

***CERTIFICATES OF INSURANCE*** shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to Van Zandt County.
- e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

## Scope of Work

### **VAN ZANDT COUNTY Proposal for Repair/Replacement of Van Zandt County Courthouse 5<sup>th</sup> Floor Windows**

Van Zandt County ("VZC") is seeking proposals from qualified firms to repair and/or replace the windows on the 5<sup>th</sup> floor of the courthouse. The courthouse was built in 1937 and the 5<sup>th</sup> floor was used as a jail to house inmates up until 1992 when a new jail was built and inmates were moved out. The 5<sup>th</sup> floor then and now is used for file storage. The windows and window bonding has deteriorated over the years from lack of maintenance.

Using the specifications provided by Komatsu Architecture, the respondent should bid on PHASE 1 – Fifth Floor Window repair/replacement.

## PROPOSAL FORMAT & CONTENT

The proposal must include the following information. Submittals will include the requested information in the order noted and tab/bookmark separated for clarity:

### **1. Transmittal Information**

Firm's name, address, telephone number and lead contact person name and email address.

### **2. References/Experience**

- a. Three client references for similar projects in size and scope successfully completed by the proposing firm or individual within the last ten years. Briefly describe each project and for each reference provide up-to-date individual contact name with e-mail and phone number.
- b. Describe qualifications and experience to perform the work described in the Scope of Work. Experience should include direct experience with the specific subject matter, noting state or local government experience if applicable. Include information and examples which demonstrate successful and reliable past performance.

### **3. Qualifications/Experience of Key Personnel**

- a. Qualifications and experience of key personnel who will be assigned to this project. This includes personnel to perform management of the project and individuals that will have the most contact with Van Zandt County during this project and any proposed subcontractors. Identify each by their proposed role and include for each their name and up-to-date, pertinent resume.
- b. If the project is to be accomplished through an affiliation or joint venture, the names and addresses of those firms must be furnished, including the roles and responsibilities for each. Additionally, for each affiliated firm or joint venture participant, the information regarding experience and qualifications described in (a) above, must be provided.

### **4. Proposal Form Section 00300 found in the Specifications documents.**

**SCORING OF RFP'S TO BE BASED ON FOLLOWING PERCENTAGES:**

<b>QUALITY OF RFP SUBMITTED</b>	<b>10%</b>
<b>RESPONDENT'S EXPERIENCE</b>	<b>20%</b>
<b>REFERENCES</b>	<b>20%</b>
<b>COST</b>	<b>50%</b>

Scoring of the RFP will be conducted by a committee of Van Zandt County officials and employees appointed by the Commissioners Court. Scoring will be conducted on Tuesday March 31<sup>st</sup> and results will be announced at the Commissioners Court meeting on Wednesday April 1<sup>st</sup>.

**MANDATORY PRE-PROPOSAL SITE VISIT**

Due to security concerns, on-site visit of the Courthouse 5<sup>th</sup> floor premises requires security escort and must be coordinated through the Auditors' Office. Site visits will be scheduled from February 17<sup>th</sup> through February 27<sup>th</sup>. Contact the Auditor's office to confirm the date for the site visit.

Questions related to the project must be submitted no later than March 4<sup>th</sup> at 5:00pm through email to the Auditors' office. Responses to questions will be posted on the County Auditors website by Wednesday March 18<sup>th</sup> at 5pm.

All inquiries are to be directed to Van Zandt County Auditor at 121 E. Dallas St., room 102, Canton, Texas 75103. Interested firms shall submit four copies of materials that indicate interest and qualifications.

Signature \_\_\_\_\_

**Certification of Eligibility**

By submitting a proposal in response to this solicitation, the respondent certifies that at the time of submission, he/she is **not** on the Federal Government’s list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the respondent will notify the Van Zandt County Auditor Office. Failure to do so may result in terminating this contract for default.

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

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### Proposal Signature Form

The undersigned agrees this proposal becomes the property of Van Zandt County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself / herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items / services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other respondent, nor any employee of Van Zandt County, and that the contents of this proposal has not been communicated to any other respondent or to any employee of Van Zandt County prior to the official opening of this proposal.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this proposal package. **Failure to sign and return this form will result in the rejection of the entire proposal.**

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

Company Name:			
Address:			
City, State, Zip:			
Phone	Office:	Fax:	
	Cell:	Email:	
Printed Name:			
Job Title:			

**Certification and Representations MWBE Status**

\_\_\_\_\_ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNER BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

A copy of the certification from \_\_\_\_\_ is attached.

**\*\* NOTE \*\***

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

- A. The contractor (successful respondent) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs, and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Van Zandt County, the contractor shall furnish all information on reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the County for purposes of ascertaining compliance with this non-discrimination certification.

**MEMORANDUM**

**To:** Vendors of Van Zandt County, Texas  
**From:** Ben Miraglia, Auditor  
**Re:** Conflict of Interest Form (CIQ)

---

Vendor:

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable conflict of interest with any Van Zandt County official, employee, or department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please DO NOT complete this form if you do not have a viable conflict. If you have any questions, please contact the Van Zandt County Auditor at 903-567-2171.

Original, completed forms should be sent / mailed to the Van Zandt County Auditor and/or emailed to [bmiraglia@vanzandtcounty.org](mailto:bmiraglia@vanzandtcounty.org) and should be included, if applicable, in your response.

**Van Zandt County Auditor  
121 E. Dallas, St., Room 102  
Canton, Texas 75103**

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

***Applicable Law:***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Van Zandt County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**Selected vendor will be required to complete 1295 form prior to contract award**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- \*\*\*
- (2) the vendor:
  - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
    - (i) a contract between the local governmental entity and vendor has been executed;
    - or
    - (ii) the local governmental entity is considering entering into a contract with the vendor;
  - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
    - (i) a contract between the local governmental entity and vendor has been executed; or
    - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

# Van Zandt County Courthouse Window Restoration Specifications

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**100% Bid Set**  
Project Number: 2023.113  
October 30, 2025

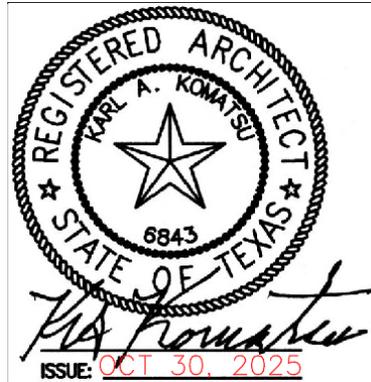


**KOMATSU**  
ARCHITECTURE  
3880 Hulen Street Suite 300, Fort Worth, TX 76107  
817 332 1914 voice 817 556 6287 toll-free 817 877 4754 fax  
[www.komatsu-inc.com](http://www.komatsu-inc.com)

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A  
Project Manual  
VAN ZANDT COUNTY  
COURTHOUSE WINDOW RESTORATION

October 30, 2025



Komatsu Architecture, Inc.  
3880 Hulen Street, Suite 300  
Fort Worth, Texas 76107  
(817) 332-1914

Texas Historical Commission  
Division of Architecture  
TBD - Project Reviewer  
108 W. 16th Street  
Austin, Texas 78711  
(512) 305-9109

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SECTION 00200  
INSTRUCTIONS TO PROPOSERS

Section content is superseded by the following

Van Zandt County document entitled:

REQUEST FOR PROPOSAL FOR REPAIR / REPLACEMENT OF VAN ZANDT  
COUNTY COURTHOUSE 5<sup>TH</sup> FLOOR WINDOWS

RFP No.: 26-01

END OF SECTION 00200 - INSTRUCTIONS TO PROPOSERS

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SECTION 00210  
SUPPLEMENTARY INSTRUCTIONS TO PROPOSERS

1.1 SUMMARY:

- A. This section establishes the minimum standard proposal requirements for this project, as well as, procedures for post award construction. This specification section, as are all specification sections in this project manual, is part of the construction contract for the duration of the project.

1.2 COMPLETE WORK ASSEMBLY REQUIREMENTS:

- A. Extent of work included in contract: The contract documents represent the overall general intent of the design and in most cases do not show all components necessary to complete each and every construction assembly for every component included in the project.
- B. The contractor shall include in his base price all elements necessary for a complete and finished installation of each and every component shown and required in these documents where detailed installation drawings or specifications are not included.
- C. The contractor is wholly responsible for all information contained in the contract documents regardless of its location. Additional funds will not be allocated for items or systems not bid by the contractor or sub-contractor if said items or systems are shown in the drawings or listed in the specifications. It is assumed that all sub-contractors are issued a complete set of drawings and specifications and are wholly familiar with the project regardless of their specific discipline. Information within the contract documents related to specific items or systems affecting other disciplines may or may not be contained or scheduled in one area of the drawings or specifications and the contractor will be responsible to coordinate said items.
- D. The contractor shall not break up the contract documents by section, page or division for distribution to subcontractors or other entities required to provide services to the project. The contract documents are all inclusive of the design intent and redistribution of said documents in less than their original complete form will be done so at the contractor's own risk should any portion of the documented design be overlooked and not included in the base bid.
- E. The contractor is fully responsible for "means and methods" to execute the work depicted in the drawings and specifications. It is not the Owner's or Architect's responsibility to direct the contractor in executing the construction of any building component shown or specified. The Contractor shall perform the work depicted within the contract documents utilizing expert labor or subcontract labor in each and every aspect.

1.3 BASE PROPOSAL: OMMISIONS IN THE BASE PROPOSAL FROM CONTRACT DOCUMENTS:

- A. The contractor shall provide to the owner in list form, attached to the base proposal documentation, including, but not limited to all items, products and procedures located in the contract documents including contracts, drawings and specifications, identified by their location within the contract documents that are intended to be omitted from the project and not included in the base proposal. Any item not included on the list submitted at the time of the proposal due date and subsequent award of the project, will be determined to be

included in said base proposal and the responsibility of the contractor to provide and perform.

#### 1.4 CONFLICTS OR DISCREPANCIES:

- A. The inter-relation of the Specifications, the Drawings (Assessments), and the Schedules are as follows:
1. The specifications determine the nature of the setting of the various materials.
  2. The drawings (assessments) establish the quantities, locations, dimensions and details.
  3. The schedules indicate finishes and provide additional information.
  4. Dimensions given on drawings take precedence over any other dimensioning method employed by the contractor. (Drawings shall not be scaled).
  5. Large scale details take precedence over small scale drawings.
- B. Should the drawings disagree in themselves, with the specifications, or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of work or materials shall be estimated upon and, unless otherwise ordered by the Architect in writing in response to a contractor inquiry or construction RFI, shall be performed or furnished.
1. Should the lesser quality or quantity of work or materials be selected during the bid process, the contractor shall use that for his base estimate.
  2. Should the lesser quality or quantity of work or materials be determined during construction or post award, the contractor shall issue the appropriate monetary credit back to the owner for the difference between the higher quality or quantity and the lesser quality or quantity.

#### 1.5 CURRENT CODES AND ACCESSIBILITY

- A. It is understood that the Contractor is familiar with and at all times shall observe and comply with all Federal, State, County and City Laws, Ordinances and Regulations in any manner affecting the conduct of the Work, and shall indemnify and save harmless the County and its representatives against any claim arising from the violation of, or failure to comply with any such Laws, Ordinances, or Regulations, by the Contractor or any individual either directly employed by or contracted with the Contractor.
- B. It will be the responsibility of the contractor to ensure all construction, fixtures, finishes and systems are in compliance with all of the current codes.
- C. It will be the responsibility of the contractor to ensure all construction, installation of fixtures, finishes and systems are in compliance with the Texas Accessibility Standards (TAS) regardless of dimensions indicated unless a specific waiver is issued by TDLR reviewer.

#### 1.6 ENVIRONMENTAL PROTECTION

- A. The Contractor shall be responsible for compliance with all applicable Environmental Protection Requirements, Codes, Regulations, Laws and Ordinances.
- B. The Contractor shall recognize the Environmental Requirements of the project. Disturbed areas shall be strictly limited to the boundaries established by the Architect. Avoid any pollution of any "on-site" streams, sewers, wells or other water sources.

- C. Contractor shall prevent erosion of soil and excess runoff of surface or subsurface water from the construction site during the construction period.
- D. All work shall be performed in such a manner as may be required to avoid pollution of the air by dust or other contaminants.

1.7 SALES TAX EXEMPTION

- A. This project qualifies for exemption from state and local sales tax pursuant to the provisions of Chapter 20, Title 122A of Texas Limited Sales, Excise and Use Tax Act. The Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing his suppliers an exemption certificate in lieu of the tax; said tax exemption certificate to comply with the State Comptroller of Public Accounts Ruling 95.0.09 as amended.

END OF SECTION 00210 – SUPPLEMENTARY INSTRUCTIONS TO PROPOSERS

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SECTION 00300  
PROPOSAL FORM

VAN ZANDT COUNTY COURTHOUSE  
WINDOW RESTORATION  
COUNTY OF VAN ZANDT  
CANTON, TEXAS

PROPOSAL OF: \_\_\_\_\_  
(Name) (Date)

(Address)

TO: Van Zandt County Auditor's Office  
Ben Miraglia, County Auditor  
121 E. Dallas Street, Room 102  
Canton, Texas 75103

The undersigned, having carefully examined the project manual and related documents as noted in the window assessment, and being familiar with all of the conditions relating to the proposed construction and the project site, hereby proposes to furnish all labor, materials, services, and equipment required for, or incidental to, the construction of the project in accordance with the contract documents and within the time set forth herein, as follows:

**PHASE I - BASE PROPOSAL- FIFTH FLOOR WINDOW REPAIRS ONLY:** For the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**PHASE II-SECONDARY PROPOSAL- NORTH BUILDING FAÇADE WINDOW REPAIRS ONLY:** For the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

(Note: Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALLOWANCES:

Allowance No. 1: (None at this time)

**UNIT PRICES PROPOSAL SCHEDULE**

The following are items that are included in the base proposal, but the final amount of work will be determined during the “Examination and Discovery” phase described in section 01730. Unit pricing is required to determine the final contract amount once the Contractor, Owner, THC and the Architect agree on the extent of work required to complete the project. Quantities to be used for the base proposal have been determined and listed in the “Repairs Proposal Schedule” below.

**UNIT PRICES PROPOSAL SCHEDULE:**

A. Unit Price No. 1: Window Framing Repairs

Unit: per square yard.

Add: \_\_\_\_\_ /s.f.                      Deduct: (\$\_\_\_\_\_).

B. Unit Price No. 2: Window Hardware Replacement

Add: \$ \_\_\_\_\_ /unit                      Deduct: (\$\_\_\_\_\_).

C. Unit Price No. 3: Glass Replacement

Add: \$ \_\_\_\_\_ /s.f.                      Deduct: (\$\_\_\_\_\_).

**REPAIRS PROPOSAL SCHEDULE**

The contractor shall field verify all quantities shown in the schedule in accordance with the requirements of Section 01730 Examination and Discovery.

(Note: Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Refer to Sections 01010 for hazardous materials abatement and disposal for work under Unit Prices where applicable.

## REPAIRS PROPOSAL SCHEDULE

Item No.	Unit Price No.	Description	Estimated Quantity	Unit	Unit Price	Unit Price
<b>INTERIOR / EXTERIOR</b>						
<b>WINDOWS (FROM ASSESSMENT)</b>						
8.1	1	Repairs to Windows as result of deterioration/damage as determined in the provided window survey.	TBD	unit	\$ _____.__	\$ _____.__
8.2	1	Windows determined to be beyond repair and will be replicated and replaced based on the provided window survey.	TBD	unit	\$ _____.__	\$ _____.__
<b>HARDWARE (FROM ASSESSMENT)</b>						
8.3	2	Window Hardware Replacement (Includes but not limited to; hinges, lock sets, slide bolts, guides, weather seals, and transom operational hardware.)	20	Sets	\$ _____.__	\$ _____.__
8.4	2	Window Hardware Refurbishing (Includes but not limited to; hinges, lock sets, slide bolts, guides, weather seals, and transom operational hardware.)	75	Sets	\$ _____.__	\$ _____.__
<b>TOTAL</b>						
						\$ _____.__

**ABBREVIATIONS AND DEFINITIONS:**

**A. Abbreviations**

1. c.f. - cubic feet/foot
2. l.f. - linear feet/foot
3. s.f. - square feet/foot
4. NA - not applicable

## B. Definitions

1. Job - quantity determined during proposal survey
2. Set - a unit that includes all elements required to install a working product
3. Unit - total quantity in a single lump sum

## CONDITION SURVEY ITEMS:

A. Where the contractor is required to submit performance based items, an existing conditions and treatment survey shall be submitted as part of the base proposal. The following sample forms are provided in this section:

1. Attachment A: Window assessment

## PROPOSAL SCHEDULE NOTES:

### A. ARITHMETIC DISCREPANCIES

1. For the purpose of initial evaluation of Proposals, the following will be utilized in resolving arithmetic discrepancies found on the face of the proposal schedule as submitted by Proposers:

- a. Obviously misplaced decimal points will be corrected;
- b. In case of discrepancy between unit price and extended price, the unit price will govern;
- c. Apparent errors in extension of unit prices will be corrected; and
- d. Apparent errors in addition of lump-sum and extended prices will be corrected.

2. For the purpose of the Proposal evaluation, the Owner will proceed on the assumption that the Proposer intends his Proposal to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the Proposal will be so reflected on the abstract of proposals.

3. These correction procedures shall not be used to resolve any ambiguity concerning which Proposal is low.

B. If a modification to a Proposal based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the Proposal schedule must be stated. If it is not stated, the Proposer agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Proposal schedule.

C. Proposers must submit proposals on all items.

D. Proposers must submit proposals on all items on any schedule which is proposed.

- E. Costs attributable to Division 01 - General Requirements are assumed to be prorated among proposal items listed.
- F. Proposers are advised that this requirement may be delayed, canceled or revised by the Owner at any time during the solicitation, selection, evaluation, negotiation and/or final award process.

#### CONSTRUCTION SCHEDULE

Proposers shall submit in graphic form formatted for ease of evaluation the anticipated duration of construction on schedule form. The schedule shall include a general break down of major milestones and work to be performed under section 01730 Examination and Discovery.

#### TIME OF PERFORMANCE

The undersigned agrees to commence and achieve completion of the work prescribed as Base Proposal within \_\_\_\_\_ consecutive calendar days after the date of the Notice to Proceed. In the event of additional unit price work requested by the Owner, the Scope of Work, the completion time, and Contract Price shall be adjusted accordingly.

The undersigned further agrees that should any change in the work or extra work be ordered, the following percentages shall be added to material and labor costs to cover overhead and profit. It is understood that the terms “overhead and profit” shall be as defined in Item No. 11 of the Supplementary Conditions.

ALLOWANCE TO CONTRACTOR FOR WORK PERFORMED WITH ITS OWN FORCES SHALL NOT EXCEED 5%.

ALLOWANCE TO CONTRACTOR FOR WORK NOT PERFORMED WITH ITS OWN FORCES SHALL NOT EXCEED 5%.

ALLOWANCE TO SUBCONTRACTOR FOR PERFORMED BY ITS OWN FORCES SHALL NOT EXCEED 10%.

ALLOWANCE TO SUBCONTRACTOR FOR WORK PERFORMED BY OTHER THAN ITS OWN FORCES SHALL NOT EXCEED 5%.

The undersigned further agrees, if awarded the contract, to execute contract within ten calendar days after notification of award; and to commence work not later than ten calendar days from date of “Notice to Proceed” from the Owner.

SEGREGATED COSTS SCHEDULE

In order to assist the Owner in evaluating the proposals received, the Base Proposal is broken down in the following building construction costs:

Item No.	Discipline/Sub-Scope	Proposal Amount
1	General & Supplementary Conditions	\$
2	Hazardous Materials Abatement	\$
3	New Windows/Window Repairs (From Survey)	\$
4	Other	\$
5	Project Closeout	\$

**THE PROPOSER’S RESPONSE TO THE PROPOSAL QUESTIONNAIRE IS ATTACHED TO THIS PROPOSAL.**

**THE PROPOSER’S PROPOSAL SECURITY IS INCLUDED WITH THIS PROPOSAL.**

Respectfully Submitted,

_____	_____
Contractor/Firm Name	Business Address
_____	_____
Authorized Signature	City/State/Zip
_____	_____
Printed Name	Contact Telephone

(Seal - if proposal is by a corporation)

PROPOSAL QUESTIONNAIRE TO BE PROVIDED BY PROPOSER ALONG WITH PROPOSAL FORM.

## PROPOSAL QUESTIONNAIRE

Proposers are requested to submit a complete response to each of the items listed below. Responses requiring additional space should be brief and submitted as an attachment to the Proposal Questionnaire.

1. Legal name of the company: \_\_\_\_\_  
Address of office which would be providing service: \_\_\_\_\_  
\_\_\_\_\_  
Number of years in Business: \_\_\_\_\_  
Type of Operation: Individual: \_\_\_ Partnership: \_\_\_ Corporation: \_\_\_  
Number of Employees: \_\_\_\_\_  
Annual Sales Volume: \_\_\_\_\_
2. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the Owner.
3. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
4. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.
5. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
6. Does any relationship exist between your company and any of Owner's officers or employees whether by relation, business associate, capital funding agreement or any other such kinship? If yes, please explain.
7. What difficulties do you anticipate in serving the Owner and how do you plan to manage these? What assistance will you require from the Owner?
8. Describe your company's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.
9. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the Owner selecting your company.
10. Describe your firm's past performance on other contracts for the Owner.
11. Describe the types of records, reports, monitoring systems, and information management systems which your firm used in the management of the projects listed above. Describe how you used these systems for three of the projects listed in response to items 15, 16 or 17.

12. Describe your firm's management methodologies for the Project.
13. For three of the projects listed below in response to items 15, 16 and 17, describe conflicts or potential conflicts with the Owner or with trade contractors, and describe the methods used to prevent and/or resolve those conflicts.
14. Provide a comprehensive list of all team members/key individuals; at a minimum, the site superintendent and project manager, to be assigned to the project together with a short resume for each; resume to include brief description of:
  - a. Education
  - b. Professional experience; indicate years in different areas of the industry
  - c. Professional Memberships and Certifications,
  - d. Overview of Recent Projects Completed.
  - e. Statement of current project/workload commitment.
15. Provide Similar Experience by the Firm – Historic Preservation and Restoration Projects  
 \*Where the experience in this area may be that of the key individuals that will be assigned to the project, clarify if individual or firm experience for each project listed.
  - a. Provide a brief summary of each project including:
    - i. Project Title,
    - ii. Location
    - iii. Brief Listed Description of the Project including
      1. basic scope,
      2. SF area
      3. Project value (final cost)
      4. Start date, completion date,
      5. Owner
      6. Owner reference including
        - a. Name of Contact,
        - b. Address of contact,
        - c. Telephone number, fax number
      7. Architect reference including
        - a. Name of Contact,
        - b. Address of contact,
        - c. Telephone number, fax number
      8. Paragraph addressing a more comprehensive description of the project detailing scope and any specialized operations. Explain requirements of the Owner that had an impact on the Project.
      9. Photograph of the Project (overall exterior and/or of the work performed by your company)
16. Provide Similar Experience by the Firm - Texas Historic Courthouse Preservation and Restoration Projects administered by the Texas Historical Commission  
 \* Where the experience in this area may be that of the key individuals that will be assigned to the project, clarify if individual or firm experience for each project listed.
  - a. Provide a brief summary of each project including:
    - iv. Project Title,
    - v. Location
    - vi. Brief Listed Description of the Project including
      1. Basic scope,
      2. SF area

3. Project value (final cost)
4. Start date, completion date,
5. Owner
6. Owner reference including
  - a. Name of Contact,
  - b. Address of contact,
  - c. Telephone number, fax number
7. Architect reference including
  - a. Name of Contact,
  - b. Address of contact,
  - c. Telephone number, fax number
8. Paragraph addressing a more comprehensive description of the project detailing scope and any specialized operations. Explain requirements of the Owner that had an impact on the Project.
9. Photograph of the Project (overall exterior and/or of the work performed by your company)

17. Provide Similar Experience by the Firm – Any Restoration Project administered by the Texas Historical Commission

\* Where the experience in this area may be that of the key individuals that will be assigned to the project, clarify if individual or firm experience for each project listed.

a. Provide a brief summary of each project including:

- vii. Project Title,
- viii. Location
- ix. Brief Listed Description of the Project including
  9. Basic scope,
  10. SF area
  11. Project value (final cost)
  12. Start date, completion date,
  13. Owner
  14. Owner reference including
    - d. Name of Contact,
    - e. Address of contact,
    - f. Telephone number, fax number
  15. Architect reference including
    - a. Name of Contact,
    - b. Address of contact,
    - c. Telephone number, fax number
  16. Paragraph addressing a more comprehensive description of the project detailing scope and any specialized operations. Explain requirements of the Owner that had an impact on the Project.
  9. Photograph of the Project (overall exterior and/or of the work performed by your company)

18. Would you propose to perform any of the work with your own forces? List the categories of work that your firm would normally perform with your own forces.

19. Describe the experience by your firm or individuals that will be assigned to the project with any of the following:

- (a) technological requirements for the restoration of historic wood windows and the associated fabrication of replicated wood window frames and/or sashes complete with appropriate hardware,
- (b) all aspects of restoration of historic masonry including limestone, marble, cast stone, brick and terra cotta assemblies,
- (c) decorative sheet metals, cornices, etc.; restoration and replication
- (d) new sheet metal, metal cupolas,
- (e) Decorative plaster,
- (f) decorative painting; stencils, faux graining,
- (g) vault doors, safes restoration

State whether any of these methods were used on the projects listed in item 16, and if so, which projects. Would you recommend using any of these methods for this Project? Why or why not?

20. The Owner, realizing the complexity and extent of certain aspects of the Historic Restoration of the Courthouse has requested that you indicate your proposed intention in performing the major historic elements scopes as listed above in 19. Indicate the professional entity that you would propose to contract with including those scopes you would be self-performing.
21. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For three of the projects listed in response to this Section, provide specific examples of how these techniques were used.
22. Describe the way in which your firm develops and monitors construction budgets and cost control methods for the preconstruction and construction phases. How do you develop cost estimates and how often are they updated? How often do you compile your actual cost information during a project and compare it with your estimated construction costs? For three of the projects listed in response to item #16, provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of a successful constructability program used to maintain project budgets without sacrificing quality. Include budget challenges and how your firm helped solve them.
23. Provide customer reference letters from no less than three (3) public entities with which Respondent currently has contracts and/or has previously provided construction management services of equal type and scope within the past five (5) years. **DO NOT USE REFERENCES FROM CURRENT VAN ZANDT COUNTY OFFICIALS.**
24. Provide contact information for no less than three (3) trade references.
25. Describe the way in which your firm develops and maintains project schedules. How often do you update schedules? For three of the projects listed in response to this Section, provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.
26. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).
27. Has your company, or any subcontractors under your control on a project, had a death on a project site. If yes, provide additional information.

**ATTACHMENT A**

Architectural Window Assessment (See Owner for Document)

END OF SECTION 00300 - PROPOSAL FORM

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SECTION 00400  
CONTRACT AGREEMENT

Contract Form will be the American Institute of Architects “Standard Form of Agreement between Owner and Construction Manager as Constructor”, AIA Document A-133, 2019 Edition **as amended** by Owner. Copies of the Contract Form are on file in the office of the Architect and may be viewed there.

END OF SECTION 00400 - CONTRACT AGREEMENT

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SECTION 00500  
THE AMERICAN INSTITUTE OF ARCHITECTS  
GENERAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION

Articles 1 through 14 of the General Conditions of the Contract for Construction, AIA Document A201 - 2007 Edition, **as revised by Owner**, inclusive of the referenced conditions are hereby made a part of the Contract Documents, the same as if printed in full and bound into each and every separate set. The General Conditions and all modifications listed hereinafter shall apply to the General Contract and all subcontracts.

The General Conditions Documents may be reviewed in the office of the Architect or may be purchased from the following places:

The American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006

Texas Society of Architects  
114 W. 7th Street Suite 1400  
Austin, Texas 78701

AIA Fort Worth Chapter  
1425 Eighth Avenue, Suite 100  
Fort Worth, Texas 76104

AIA Dallas Chapter  
2811 McKinney Avenue Suite 20  
Dallas, Texas 75204-2537

END OF GENERAL CONDITIONS

**EXHIBIT "A"**  
**Insurance Requirements**

**(1) General Requirements.**

Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by Owner in the care, custody and control of Contractor prior to, and during construction and warranty period.

Contractor must complete and forward the Certificate of Insurance to Owner before the Contract is executed as verification of coverage required below. Contractor shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by Owner. Approval of insurance by Owner shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor. Contractor must also complete and forward the Certificate of Insurance to Owner whenever a previously identified policy period has expired as verification of continuing coverage.

Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A-VII or better.

All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: Owner, and the address set forth for Owner in the Agreement.

The "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both Owner and Contractor, shall be considered primary coverage as applicable.

If insurance policies are not written for amounts specified below, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Contractor. Provided, however, in event of any such adjustments by Owner, Contractor shall be entitled to a Change Order for any increased costs Contractor incurs as a result of such adjustments.

Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

The contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductible or self-insured retentions shall be disclosed on the Certificate of Insurance.

Contractor shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

If Owner owned property is being transported or stored off-site by Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.

The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of Contractor.

**(2) Business Automobile Liability Insurance.** Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner or such alternate endorsement designations as Owner may hereafter specify:

- a) Waiver of Subrogation endorsement TE 2046A
- b) 30 day Notice of Cancellation endorsement TE 0202A; and
- c) Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability each accident.

**(3) Workers' Compensation And Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). Contractor shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance must be presented as evidence of coverage for Contractor. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is required, unless Owner agrees otherwise in writing. Contractor's policy shall apply to the State of Texas and include these endorsements in favor of Owner:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

\$500,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

**(4) Commercial General Liability Insurance.** The Policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Contractors coverage.
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) Owner listed as an additional insured, endorsement CG 2010.
- g) 30 day notice of cancellation in favor of Owner, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of Owner, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

A combined bodily injury and property damage limit of \$2,000,000 per occurrence.

**(5) Builders' Risk Insurance.** Contractor shall maintain Builders' Risk Insurance on an all risk physical loss form in the full value of the Contract Sum as the same may be adjusted by Change Order. Coverage shall continue until the Work is accepted by the Owner. The owner shall be a loss payee on the policy. If offsite storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. The insurance shall include coverage for loss of use of Owner's property due to fire or other hazards covered by such insurance.

**(6) Umbrella Excess Liability Coverage** in an amount of not less than One Million Dollars (\$1,000,000), combined single limit bodily injury/property damage with coverage to be in excess of the employer's liability, commercial general liability, and automobile liability insurance required above for each occurrence and in the aggregate. Owner shall be listed as an additional insured. A waiver of subrogation endorsement shall be obtained in favor of Owner, and a 30 day notice of cancellation endorsement in favor of the Owner.

**Subcontractor Insurance Requirements:**

**(1)** Unless waived by Owner, the following forms of insurance are the minimum coverage requirements to be furnished by all Subcontractors, and deductibles shall not exceed ten thousand dollars (\$10,000). The Contractor has the option to require higher limits of liability from designated Subcontractors in the form of primary or excess liability coverage.

- a) Workers' compensation insurance to cover full liability under Workers' Compensation Laws of the State of Texas with employer's liability coverage in limit not less than Five Hundred Thousand Dollars (\$500,000.00).
- b) Commercial general liability insurance coverage shall be on an "occurrence" basis and shall insure the Subcontractor against claims related to Work performed under the Subcontract for bodily injury, including death of any person other than the Trade Contractor's employees, and property damage for injury to or destruction of tangible property, other than the Work itself. The policy shall contain the personal injury and broad form property damage endorsements modified as set forth below, and the policy exclusions pertaining to loss by explosion, collapse or underground damage. Owner and Contractor are to be named as additional insured. The policy shall include the following Overages and limits:

- (i) Completed operations liability
- (ii) Contractual liability insuring the indemnification agreement contained in the Trade Contract
- (iii) Personal injury liability with employee's exclusion deleted
- (iv) Broad form property damage extended to apply to completed operations
- (v) Automobile liability insuring Trade Contractor for operations of all owned, hired and non-owned vehicles
- (vi) Limits of liability shall not be less than:
  - (A) Bodily injury, except automobile:
    - (I) \$1,000,000 each occurrence
    - (II) \$1,000,000 aggregate
  - (B) Property damage, except automobile:
    - (I) \$1,000,000 each occurrence
    - (II) \$1,000,000 aggregate

- (C) Bodily injury: Automobile
  - (I) \$500,000 each person
  - (II) \$1,000,000 each occurrence
- (D) Property damage: Automobile
  - (I) \$500,000 each occurrence
- (E) Umbrella excess liability \$0

(2) All policies are to be written through a company duly authorized to transact that class of insurance in the State of Texas, with an A.M. Best Rating of A-VII or better.

(3) Any such insurance policies may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

(4) Contractor's Subcontracts shall provide for reasonable indemnification of the Owner and the Architect for adequate insurance coverage and contain such other clauses as may be required to fully protect Owner and Contractor's interests.

END OF SECTION 00500 - GENERAL CONDITIONS

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SECTION 00600  
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Contract for Construction@, AIA Document A201, copyright 2019. Where any article of the General Conditions is modified or any paragraph, subparagraph, or clause is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

**ARTICLE 1 - CONTRACT DOCUMENTS**

1. Add the following after subparagraph 1.1.7:

1.1.8 Miscellaneous Definitions:

1.1.8.1 Product: The term Aproduct@ as used in these Supplementary Conditions includes materials, systems and equipment.

2. Add the following after subparagraph 1.2.4:

1.2.4.1 The inter-relation of the Specifications, the Drawings, and the Schedules is as follows: The specifications determine the nature of the setting of the various materials; the drawings establish the quantities, dimensions and details; and the schedules give the locations. Should the drawings disagree in themselves or with the specifications, the better quality or greater quantity of work or materials shall be estimated upon and, unless otherwise ordered by the Architect in writing, shall be performed or furnished. Explanatory notes on drawings take precedence over specifications. Figures given on drawings take precedence over scaled measurements, and large scale details take precedence over small scale drawings.

**ARTICLE 2 - OWNER**

3. Add the following to subparagraph 2.1.1:

2.1.1.1 Owner as used herein and throughout the Contract Documents refers to:

The County of Van Zandt  
121 E. Dallas St.  
Canton, Texas 75103

**ARTICLE 3 - CONTRACTOR**

4. Add the following after subparagraph 3.3.4:

3.3.5 The Contractor shall be responsible for the satisfactory and complete execution of the work described in the Contract Documents. The Contractor represents that he has carefully examined all drawings and specifications for the work to be performed; that he has made investigations essential to a full understanding of any difficulties which he may encounter; that he has the experience and necessary personnel, equipment, and material at his disposal to complete the work in such a manner that it will be watertight and weatherproof throughout.

3.3.6 The Contractor shall be responsible for the proper fitting of all work, and for the coordination of the operations of all trades, other contractors, subcontractors and material suppliers engaged upon or in connection with the work. The Contractor guarantees to each of his subcontractors all dimensions which they may require for the fitting of their own work to adjoining work, and he shall do, or shall cause his agents to do, all fitting and adjusting necessary to make the several parts of the work come together properly. He shall fit the work to receive, or be received by, the work of other contractors.

3.3.7 Should the Contractor have any objection to the use of any material or method specified or detailed on the drawings, or, if for any reason whatsoever the Contractor is not willing to assume full responsibility for the performance of materials and the watertightness of the construction, then he shall notify the Architect in writing before commencing the work to which objections are made. Unless such objections are substantiated and an adjustment made in writing, the Contractor shall proceed with the work as called for in the specifications and detailed on the window assessment documents.

5. Add the following after subparagraph 3.4.1:

3.4.1.1 Not later than 60 days from the contract date, the Contractor shall provide a list of all products proposed for installation, including the name of the manufacturer of each, for approval by the Owner and Architect. The list shall be tabulated by, and be complete for, each specification section. Where applicable, subcontractors' names shall be included in such list. Provide one complete list to each of the entities listed above.

3.4.1.2 Requests for the substitution of products in lieu of those specified will be considered by the Owner and Architect in accordance with the provisions of Section 01605.

6. Add the following after subparagraph 3.6.1:

3.6.2 This project qualifies for exemption from state and local sales tax pursuant to the provisions of Chapter 20, Title 122A of Texas Limited Sales, Excise and Use Tax Act. The Contractor will purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing to his suppliers an exemption certificate in lieu of the tax; said tax exemption certificate to comply with the State Comptroller of Public Accounts Ruling 95.0.09 as amended.

7. Add the following after subparagraph 3.12.11:

3.12.12 Contractor shall check all shop drawings for completeness prior to submittal to Architect. If shop drawings are submitted incomplete, Architect will send them back to Contractor unchecked.

3.12.13 Transportation charges to the Architect's office shall be pre-paid on all submittals.

## **ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

8. Add the following after subparagraph 4.1.1:

4.1.1.1 Architect, as used herein and throughout the Contract Documents refers to:

Komatsu Architecture, Inc.  
3880 Hulen St. Suite 300  
Fort Worth, Texas 76107

9. Add the following after subparagraph 4.3.7:

4.3.7.1 Requests for changes in the work shall be accompanied by an itemized breakdown of all increases or decreases in the cost of the Contractor's and all subcontractor's work, in the following detail:

Material quantities and unit costs  
Labor rates and number of hours for each trade, identified with specific item of material to be placed or operation to be performed.  
Construction equipment  
Workmen's Compensation and public liability insurance  
Overhead  
Profit  
Employment taxes under FICA and FUTA.

10. Add the following after subparagraph 4.3.6.1:

4.3.6.2 Requests for changes in the work that involve any aspect of the work that has the potential for affecting the quality or historic character or integrity of the project and building shall additionally be submitted for review to the Texas Historic Commission for review by the THC Authorized Representative for this project.@

## **ARTICLE 5 - SUBCONTRACTORS**

10. Delete paragraph 5.2.4 in its entirety and substitute the following:

5.2.4 The Contractor shall make no substitutions for any subcontractor, person or entity named in the bid proposal form without prior approval of the Owner.

## **ARTICLE 7 - CHANGES IN WORK**

11. Add the following to Clause 7.3.3.3:

Cost shall be limited to the following: Cost of materials and cost of delivery, cost of labor, including social security, old age and unemployment insurance, and fringe benefits under collective bargaining agreement, workmen=s compensation insurance, bond premiums, and rental value of power tools and equipment. Overhead shall include the following: supervision, superintendence, wages of timekeepers, watchmen and clerks, hand tools, incidentals, general office expense and all other expenses not included

in Acost@. If the net value of a change results in a credit from the subcontractor, the credit shall be the net cost without overhead and profit.

12. In subparagraph 7.3.6, in the first sentence, change the words, A . . . a reasonable allowance for overhead and profit@ to read A . . . an allowance for overhead and profit not to exceed the percentage shown in the Bid Form and in accordance with subparagraph 7.3.3."

## ARTICLE 8 - TIME

13. Add the following after subparagraph 8.2.2:

8.2.2.1 Absolutely no construction or improvements shall commence until a written Notice to Proceed is received from the Owner.

8.2.2.1.1 The Notice to Proceed will be communicated directly to the General Contractor from the Owner with a copy to the Architect.

14. Add the following after subparagraph 8.3.1:

8.3.1.1 Anticipated Delays Due to Normal Weather Conditions: The time stated on the Bid Form for completion of the entire work shall include the number of calendar days on which it can be reasonably anticipated that normal weather conditions during the construction period will prevent the performance of construction operations but shall be not less than that shown in the weather table included in the project manual. The weather table indicates historical meteorological data in the area of the construction project and will be used as the basis to determine contract time extensions due to abnormally inclement weather.

8.3.1.2 Delays Due to Abnormal Weather Conditions: For the purpose of this contract, Aabnormal inclement weather@ will be defined as the number of days in excess of the normal on which rainfall exceeds 0.01 inch or snow/ice pellets exceed 1.0 inch. In the case of claims for extension of time due to abnormal inclement weather, such extensions of time will be granted only if, in the judgment of the Architect, the Contractor was prevented from performing major items of work on normal working days.

8.3.1.3 Extensions of Time Due to Abnormal Weather Conditions: The Contractor shall maintain an accurate record of all weather-related delays; he shall submit this information to the Architect monthly, together with his Application for Payment. This information will be retained by the Architect until the completion of construction operations at which time a change order will be prepared to include any extension of the contract completion date because of abnormal inclement weather. No time extension for delays due to weather conditions will be allowed until and unless the total number of such delays exceeds the time included in the contractor=s proposal for delays due to normal weather conditions. Any extension of the contract completion date will be based on calendar days, i.e., Saturdays, Sundays and holidays will be considered in granting an extension of time. The period for recording delay days due to weather will commence only with the date of the Owner=s written Notice to Proceed.

8.3.1.4 Extensions of time due to, but not limited to, delays caused by construction errors requiring repair or reconstruction, improperly prepared and/or rejected submittals, improperly prepared and/or rejected mockups, request for information (RFI) responses deemed not to rule in favor of the contractor, or failure to meet any requirements of the project documents leading to delays in the project schedule, will not be granted.

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

15. Add the following after subparagraph 9.2.1:

9.2.2 The Schedule of Values shall be prepared in such a manner that each major item of work, and each subcontracted item of work, is shown as a single line item on AIA Document G703, Application and Certificate of Payment, Continuation Sheet.

16. Add the following after Clause 9.3.1.2:

9.3.1.3 The form of Application for Payment shall be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

17. Add the following after subparagraph 9.6.1:

9.6.1.1 Until final payment, the Owner will pay 95% of the amount due the Contractor on account of progress payments.

18. Add the following after subparagraph 9.10.2:

9.10.2.1 Rights and liabilities of the Owner and Contractor in regard to claims for unpaid bills arising by virtue of the contract are prescribed by applicable provisions of Chapter 53 of the Property Code as enacted by the 68th Texas Legislature, 1983. A copy of the Owner-Contractor agreement together with a copy of the Payment Bond shall be filed in the office of the County Clerk in the county in which the project is located.

## **ARTICLE 11 - INSURANCE AND BONDS**

19. Subparagraph 11.1.1: In the second line following the word Acompanies@, insert the words Aacceptable to the Owner and. . .@

20. Delete the word Aand@ at the end of the Clause 11.1.1.6 and add the following after Clause 11.1.1.7:

11.1.1.8Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises - operations (including X-C-U)
- .2 Owned, non-owned and hired vehicles
- .3 Broad form coverage for property damage

21. Add the following after subparagraph 11.1.2:
- .1 Workmen's Compensation - statutory
  - .2 Comprehensive General Liability
    - .1 Bodily Injury - \$300,000 each person / \$500,000 each occurrence
    - .2 Personal Injury - \$300,000 each person / \$500,000 aggregate
    - .3 Property Damage - \$50,000 each person / \$100,000 each occurrence
  - .3 Automobile Liability
    - .1 Bodily Injury - \$300,000 each person / \$100,000 each occurrence
    - .2 Property Damage - \$100,000 each occurrence
  - .4 Contractual Liability - same limits as Comprehensive General Liability
  - .5 Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required: or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy in the amount of \$1,000,000.00.
22. Add the following after subparagraph 11.1.3:
- 11.1.3 Furnish one copy of certificates herein required for each copy of the Agreement; specifically set forth evidence of all coverage required by subparagraphs 11.1.1 and 11.1.2. The form of the certificate shall be AIA Document G705. Furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.
23. Delete the first sentence of subparagraph 11.3.1 and substitute the following:
- 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, and with which the Owner has no reasonable objection, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles.
24. Delete Clause 11.3.1.2 in its entirety and replace it with the following Clause:
- 11.3.1.2 Contractor shall purchase Builder's Risk and Fire and Extended Insurance Coverage, providing evidence of such coverage consisting of either a Certificate of Insurance, Insurance Binder or the Policy. The insurance must be in no less than the amount of the loan, cover existing buildings and the new construction and be endorsed to name to County of Van Zandt, Canton, Texas.
25. Delete subparagraph 11.3.4 in its entirety.
26. Delete subparagraph 11.3.6 in its entirety and substitute the following:
- 11.3.6 The Contractor shall file the original and one certified copy of all policies with the Owner and Architect before exposure to loss may occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.
27. Delete the first sentence of subparagraph 11.3.8 and substitute the following:
- A loss insured under Contractor's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests

may appear, subject to requirements of any applicable mortgagee clause and of subparagraph 11.3.10.

28. Add the following after subparagraph 11.4.2:

11.4.3 Contractor shall furnish and pay for Performance Bond and Payment Bond covering the full amount of the contract price in favor of the County of Van Zandt, Canton, Texas. Furnish bonds in executed original and two executed copies with necessary power-of-attorney certificates issued by a surety company acceptable to the Owner, licensed to do business in the state in which the project is located, and holding Certificate of Authority as acceptable Surety on Federal Bonds. The bonds shall be delivered to the Owner within 10 days after the date of execution of the contract.

11.4.3.1 Performance Bond shall guarantee completion of the project in the event the Contractor fails to perform his duties.

11.4.3.2 Material Payment Bond shall guarantee that payment has been made, or will be made, for all materials purchased for the work.

11.4.4 Should the Borrower choose to act as its own General Contractor; all subcontractors must be bonded individually in the amounts of their contracts.

#### **ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

29. Add the following after subparagraph 14.3.1:

14.3.1.1 Should the Owner be compelled at any time, during the stipulated 90 day period after the signing of the contract and before the Notice to Proceed, to postpone, abandon, or otherwise discontinue the work, for whatever reasons which shall remain the sole knowledge of the Owner, the Contract may be voided in its entirety by the Owner with no penalty whatsoever to the Owner.

END OF SECTION 00600 - SUPPLEMENTARY CONDITIONS

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SECTION 00605  
CONTRACTUAL COMPLIANCE REQUIREMENTS

PART 1 – GENERAL

- 1.1. The following contractual requirements shall apply to all contracts and agreements for materials, labor, and construction work done for the Van Zandt County Courthouse Window Restoration. In case of any noted conflicts, it shall immediately be brought to the attention of the Owner and Architect.
  
- 1.2. These requirements are in effect upon the awarding of the project to the successful proposer.
  - A. The contractor, within seven days of the awarding of the contract, shall furnish in writing the names of the superintendent and project manager that will be assigned to the project.
    1. The Owner and/or Architect reserve the right to object to or request the removal of an individual assigned to the project.
    2. The Owner and/or Architect reserve the right to request that an individual be replaced at any time during the project when there is a reasonably valid reason to do so.
    3. The contractor may not remove or replace any approved project personnel without 30 days written notice and the approval of the Owner and the Architect.
    4. The contractor shall submit the name and qualifications for the proposed replacement individual for review and approval by the Owner or Architect prior to removal of the current individual being replaced.
  
  - B. The contractor shall furnish in writing to the Owner and Architect, within a reasonable amount of time after award of the contract and prior to the pre-construction meeting, a list of all Subcontractors and suppliers proposed for each principal scope of work.
    1. The Owner or Architect may in writing express reasonable objection to any proposed person or entity.
    2. The contractor shall submit another qualified subcontractor or supplier to the Owner or Architect for approval.
    3. The contractor may not remove or replace any approved subcontractor without first notifying the Owner and Architect and providing the name and qualifications of the replacement.
  
  - C. Items below apply to and become a part of terms and conditions of any subsequent contract unless superseded by any attached terms and supplemental conditions or specifications in which case attached condition will prevail. Any exceptions must be in writing. A successful offeror must comply with the following federal or state laws.
    1. Texas Labor Code; Title 2, Subtitle A, Chapter 21: Employment Discrimination.
    2. Occupational Safety and Health Administration (OSHA). Current OSHA regulations are recognized as the law in Texas.

END OF SECTION 00605 – CONTRACTUAL COMPLIANCE REQUIREMENTS

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SECTION 00610  
WAGE RATES

- A. Van Zandt County requires that all contractors comply with all federal, state, and local laws including Government Code, Title 10, Subtitle F, Chapter 2258 which requires that the contractor pay not less than the Prevailing Wage Scale. This does not prohibit the payment to a worker for an amount greater than the general prevailing wage rate.
- B. Contractors shall comply with all aspects of , Government Code, Title 10, Subtitle F, Chapter 2258 including keeping records on the name and occupation of each worker employed by the contractor or any subcontractor and the actual wages paid to each worker for each calendar day or portion thereof.
- C. The Federal minimum wage rate is adopted by Texas by reference; any changes affecting the federal minimum wage will automatically be in effect for the Texas minimum wage for all intended purposes.

END OF SECTION 00610 - WAGE RATES

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SECTION 00700  
WEATHER TABLE

1.1 GENERAL

- A. A weather table reflecting information furnished by National Oceanic and Atmospheric Administration, Fort Worth, Texas is given on the following page and will be used to determine contract time extensions due to abnormally severe weather.

1.2 INFORMATION AND DATA:

- A. Information and data furnished or referred to in the weather table is furnished for the Contractor's information.

1.3 CONTRACT TIME LIMITS:

- A. The contract time limits include normal weather conditions that are shown in the table listed herein.

1.4 TIME EXTENSIONS:

- A. Time extension for weather will be granted only for weather conditions that are excessive or greater than the normal conditions that are indicated in the weather tables.
- B. Any request for contract time extensions due to weather delay must be accompanied by weather data from the National Weather Services which establishes that the weather conditions during the period for which the claim was made were in excess of these established in the weather table. It must also include job logs that indicate impacted work and estimated affect of the weather.

WEATHER TABLE

MONTH	DAYS RAIN (1)	INCHES RAINFALL (2)	SNOW/SLEET (3)
JANUARY	8.8	4.13	1.2
FEBRUARY	7.4	3.96	0.9
MARCH	7.7	4.41	0.2
APRIL	7.2	4.07	0.1
MAY	7.6	4.60	0.0
JUNE	7.2	4.84	0.0
JULY	6.1	2.89	0.0
AUGUST	6.9	2.93	0.0
SEPTEMBER	5.9	3.40	0.0
OCTOBER	6.4	4.64	0.1
NOVEMBER	8.5	4.68	0.8
DECEMBER	7.7	4.71	1.0
ANNUALLY	87.4	49.26	4.3

- (1) Mean number of days: rainfall 0.01" or more.
- (2) Average normal precipitation, in inches.
- (3) Mean amount, in inches.

Information in table is based on records compiled by the National Oceanic and Atmospheric Administration.

Website: <http://cdo.ncdc.noaa.gov/cgi-bin/climatenormals/climatenormals.pl>

END OF SECTION 00700 - WEATHER TABLE

SECTION 01010  
SUMMARY OF WORK

PART 1- GENERAL

1.1 SCOPE: The work included in this project is for the furnishing of all labor, materials, services, equipment and appliances required in conjunction with or properly incidental to the Restoration and Rehabilitation of the Van Zandt County Courthouse - Canton, Texas as indicated on the drawings (Window Assessment Documents) and as specified in the specifications prepared by Komatsu Architecture, Inc., 3880 Hulen Street, Suite 300, Fort Worth, Texas 76107.

- A. Section includes, but is not limited to:
1. Project synopsis.
  2. Hazardous materials.
  3. Examination and Discovery.

1.2 SCOPE SYNOPSIS

A. Consistent with the provisions of the Contractor contract provisions, General Conditions and the requirements of the balance of the contract documents, a descriptive synopsis of the work included in this Section is provided.

B. This descriptive synopsis is included only to present the contract document package in an abbreviated form in order to provide prospective bidders with a quick overview of the project's major requirements.

C. The work will be bid in three different Phases, noted as I, II, and III.

**Phase I** = All windows located on the fifth (5<sup>th</sup>) floor level shall be repaired and or restored per the contract documents

**Phase II** = All windows on the North face of the Courthouse building (along Dallas Street) and at all levels shall be repaired and or restored per the contract documents. Time to be determined by the County of Van Zandt.

**Phase III** – All remaining windows and at all levels shall be repaired and or restored per the contract documents. Time to be determined by the County of Van Zandt.

D. This synopsis is not intended to, nor does it in any way limit, modify or otherwise change any of the requirements of the contract documents.

E. The project consists of minimal demolition work and mostly restoration work, remedial and alteration construction work to exterior and the interior windows of the existing Van Zandt County Courthouse building. Removal of the following existing building elements:

1. Selective removal of deteriorated sections of steel windows, sashes, and frames, based on survey of existing conditions by the Architect.

- F. The project consists of demolition work and restoration work, remedial and alteration construction work to the exterior and the interior windows of the existing Van Zandt County Courthouse building. New construction work generally consists of:
  - 1. Complete restoration of the existing steel windows including repairs or replacement of sashes, replacement frames where required, and refinishing. Reglazing where required with matching systems.

1.3 HAZARDOUS MATERIAL ABATEMENT WORK GENERAL CONSISTS OF:

- A. Selective demolition and hazardous materials abatement, if necessary, in areas to be determined.
  - 1. Abatement includes removal of asbestos-containing materials by TDH licensed asbestos contractor.
  - 2. Contractor shall comply with regulatory requirements to provide employee monitoring for exposure assessment, waste characterization by Toxicity Characteristic Leaching Procedure (TCLP) analysis, and transportation and disposal of waste as required by its waste characterization.

1.4 EXAMINATION AND DISCOVERY

- A. A scheduled time period will be allotted for the examination of the existing buildings interior upon completion of the limited demolition specified in “01730 – Examination and Discovery”
- B. The Architect, THC and Owner will conduct a final survey of the listed items to determine the final design of elements not able to be previously viewed prior to demolition.
- C. The Architect will submit a final report, including any design changes deemed necessary due to discovery of unknown conditions during the Examination and Discovery period.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01010 - SUMMARY OF WORK

SECTION 01027  
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

- A. Procedures for preparation and submittal of Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Format and Content

1. AIA G703 Continuation Sheet of Application and Certificate for Payment, Construction Manager's standard electronic media printout will be considered, or Owner approved substitute form containing same information.
2. Use Table of Contents of Project Manual as basis of format for listing costs of Work.
3. List installed value of components parts of Work in sufficient detail to serve as basis for computing values for progress payments.
  - a. List separately:
    - 1) General Conditions
    - 2) bonds and insurance
    - 3) Site mobilization costs
4. For items on which payment will be requested for stored materials, break down value into:
  - a. Cost of materials delivered and unloaded.
  - b. Total installed values.
5. For each line item that has a value in excess of \$25,000, break down the costs to list major products or operations under each item.
6. List each Alternate selected as a separate line item.
7. Total of costs listed in Schedule shall equal the Contract Sum.

B. Review Procedures

1. After initial review by Architect, revise and resubmit if required.
2. Revise and resubmit along with next Application for Payment when a Change Order is issued. List each Change Order as a new line item.

C. Record Drawings

1. Provide a half size copy of all record drawings and specification sheets updated from the previous month. The current sheets must be up to date with field changes in order for the payment application to be processed.

## 1.4 PREPARATION OF APPLICATIONS

- A. Type required information or use media-driven printout:
  - 1. AIA Document G702 - Application and Certificate for Payment, supported by AIA Document G703 - Continuation Sheet. The Contractor's standard electronic format will be considered for use; Contractor to submit same prior to Pre-Construction Conference. The form will be reviewed at the Pre-construction Conference.
  - 2. Execute certification by signature of an individual authorized to sign legal documents on behalf of the Contractor.
  - 3. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
  - 4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
  - 5. Prepare Application for Final Payment as specified in Section 01700.

## 1.5 SUBMITTAL PROCEDURES

- A. Draft Payment Applications
  - 1. Submit the draft monthly application for payment, including required sub contractor pay applications and paid receipts, to the Architect. The method is to be selected from one of the following:
    - a. prior to the monthly Owner's progress meeting
    - b. by the 25<sup>th</sup> of the month
    - c. at the Owner's progress meeting
  - 2. Jointly review the draft application on site with the Architect (architect's representative), Owner's Representative and a Representative of the Contractor.
  - 3. Make corrections, if necessary, and submit the required number of notarized copies of the corrected Final Payment Applications to the Architect at least five (5) days prior to the first Commissioner's Court of each month (2<sup>nd</sup> Monday of each month) for approval at Commissioner's Court.
  - 4. Incomplete or incorrectly executed payment applications will be returned without action and will need to be resubmitted the following month.
- B. Waivers of Mechanics Lien
  - 1. With each application for payment, submit waivers of mechanic's liens from all major subcontractors and suppliers for the construction period covered by previous application.
  - 2. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
- C. Provide paid receipts:
  - 1. For material or equipment being billed for, and
  - 2. For material or equipment in storage.
- D. Submit one additional copy of each certified and executed set of Applications for Payment including all backup materials to the Owner. The Owner will transmit this copy to the Texas Historical Commission Authorized Representative together with any substantiating materials after payment has been made. The THC will review the certified payment applications and may request additional clarification from the Owner/Architect.
- E. Submit under transmittal letter specified in Section 01300 – Submittal Procedures.
- F. Payment Period: Submit on a monthly basis.

- G. Submit waivers and release of liens with each application for payment.
- H. Record Drawings: Provide a half size copy of all record drawings and specification sheets updated from the previous month. The current sheets must be up to date with field changes in order for the payment application to be processed.

#### 1.6 SUBSTANTIATING DATA

- A. When substantiating information is required, submit data justifying line-item amounts in question. On allowance items, submit actual invoice from supplier of product or service.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date and line item by number and description.
- C. Subcontractors are to submit applications of AIA G702 and G703 forms, or Owner approved substitute form containing same information.

#### 1.7 RECORD DOCUMENTS

- A. Owner's approval of an application for payment may be contingent upon the Contractor keeping the record set of documents up-to-date. Make current record documents available for Owner's review at each site visit.

#### 1.8 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of Contractor's staff, their positions and contact information
  - 2. List of Contractor's principal consultants and contact information
  - 3. List of subcontractors including contact information
  - 4. List of principal suppliers and fabricators
  - 5. Schedule of major products
  - 6. Schedule of Values
  - 7. Construction Progress Schedule (preliminary if not final)
  - 8. Approved Submittal Log
  - 9. Copy of building permit (if required)
  - 10. Certificates of insurance and insurance policies
  - 11. Copies of any other permits or authorizations from governing authorities for the performance of the Work. (if required)
  - 12. Other items required by Owner or Architect.

#### 1.9 FINAL APPLICATION FOR PAYMENT

- A. Required administrative actions and submittals which precede or coincide with submittal of final payment request.
  - 1. Completion of Project Closeout requirements
  - 2. Completion of items specified for completion after Substantial Completion
  - 3. Assurance that any unsettled claims will be settled.
  - 4. Assurance that Work not completed and accepted will be completed without undue delay.

5. Final Cleaning.
6. Removal of temporary facilities and services.
7. Removal of surplus materials, rubbish and similar elements.
8. Consent of Surety to Final Payment.
9. Final Release of Liens.
10. All additional requirements in Section 01700, Project Closeout.
11. Any additional requirements as might be listed in any of the Contract Documents.
12. Other items as may be required by Owner or Architect.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01027 – PAYMENT PROCEDURES

SECTION 01030  
ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to the Section.

1.2 SECTION INCLUDES:

- A. Identification and description of Alternate work.

1.3 RELATED SECTIONS/DOCUMENTS:

- A. Bid Documents: Quotation of cost for each Alternate.
- B. Owner - Contractor: Alternates accepted by Owner for incorporation into the Work.
- C. Sections of Specifications identified in each Alternate.
- D. Section 00300 – Proposal Form.

1.4 PROCEDURES

- A. Bidders are required to submit Alternate Bids to add work or to deduct work from the Base Bid as described below. Failure to submit Alternate amounts in spaces provided on the Bid Form shall be a basis for disqualification of Bid.
- B. The successful Bidder shall not modify, withdraw, or cancel any of the Alternate Bids or any part thereof for 60 days after the receipt of the Bids, unless specifically noted otherwise.
- C. Contractor shall be responsible for any changes in the work affected by acceptance of these Alternates. Claims for extras resulting from changes caused by the Alternates will not be allowed.
- D. Refer to Drawings and Specifications Sections for items of work affected by Alternates.
- E. Alternates will be exercised at the option of the Owner.
- F. Coordinate related work and modify surrounding work as required to complete the Work, including changes under each Alternate, when acceptance is designated in the Owner-Contractor Agreement.

1.5 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Bid Price for Alternates described below and list in Proposal Form Document or any supplement to it, which requests a difference in Bid Price by adding or deducting from the Base Bid Price or by indicating a No Charge.
- B. Indicating a No Bid as an alternate is unacceptable and is reason for rejection of Bid.

1.6 SCHEDULE OF ALTERNATES

- A. Refer to Section “00300 – Proposal Form, Alternates Bidding Schedule for description of proposed alternates.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01030 - ALTERNATES

SECTION 01035  
MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.
- B. Related Sections:
  - 1. Division 1 Section 01027 "Payment Procedures"
  - 2. Division 1 Section 01300 "Submittal Procedures"
  - 3. Division 1 Section 01301 "Systems Coordination"
  - 4. Division 1 Section 01605 "Products and Substitutions"

1.2 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions or by utilizing an equivalent form.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  - 2. Within 14 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
    - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include a statement indicating the effect the proposed change in the Work will have on the contract time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
  - 1. Include a statement outlining the 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 Contract Time.

2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate Applicable delivery charges, equipment rental, and amounts of trade discounts.
  4. Comply with requirements in Section “Products and Substitutions” if the proposed change requires substitution of one product or system for a product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests or Architect reviewed Change Order Proposal Request form.

#### 1.5 CHANGE CONSTRUCTION DIRECTIVE

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

#### 1.6 CHANGE ORDER PROCEDURES

- A. Upon the Owner’s approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01035 – MODIFICATION PROCEDURES

SECTION 01040  
COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.
- B. Related Sections:
  - 1. Division 1 Section 01300 "Required Submittals"
  - 2. Division 1 Section 01600 "Materials and Equipment"
  - 3. Division 1 Section 01700 "Project Closeout"

1.2 SECTION INCLUDES

- A. This Section specifies administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
  - 1. General project coordination procedures.
  - 2. Coordination Drawings.
  - 3. Administrative and supervisory personnel.
  - 4. Cleaning and protection.

1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outline special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Project closeout activities.

## 1.4 SUBMITTALS

- A. Coordination Drawings:
  - 1. Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
    - a. Show the relationship of components shown on separate Shop Drawings.
    - b. Indicate required installation sequences.
    - c. Comply with requirements contained in Section 01300 "Required Submittals".
- B. Staff Names:
  - 1. Prior to the commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers. Provide emergency contact information for anyone that will be present at any time during the project.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 –EXECUTION

### 3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection Conditions:
  - 1. Require Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
  - 2. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

### 3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at time of Substantial Completion.
- B. Clean and provide maintenance of completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures:
  - 1. 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. Where applicable exposures include, but are not limited to, the following:
    - a. Excessive static or dynamic loading.
    - b. Excessive internal or external pressures.
    - c. Thermal shock.
    - d. Excessively high or low humidity.
    - e. Air contamination or pollution.
    - f. Water or ice.
    - g. Solvents.
    - h. Chemicals.

- i. Light.
- j. Radiation.
- k. Puncture.
- l. Abrasion.
- m. Heavy traffic.
- n. Soiling, staining, and corrosion.
- o. Bacteria.
- p. Rodent and insect infestation.
- q. Combustion.
- r. Electrical current.
- s. High-speed operation.
- t. Improper lubrication.
- u. Unusual wear or other misuse.
- v. Contact between incompatible materials.
- w. Destructive testing.
- x. Misalignment.
- y. Excessive weathering.
- z. Unprotected storage.
- aa. Improper shipping or handling.
- bb. Theft.
- cc. Vandalism.

END OF SECTION 01040 – COORDINATION

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SECTION 01045  
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS:

- A. Definition: "Cutting and patching" is hereby defined to include, but not necessarily limited to, the cutting and patching of existing work in order to accommodate the coordination of work, or the installation of new work. Patching is also defined as the repair or filling of surfaces where existing items are removed. Contractor/sub-contractor shall coordinate the patching of surfaces and finishes in areas where existing items are removed. Drilling the work to install fasteners and similar operations are excluded from the definition of cutting and patching.
- B. Refer to Architectural drawings for specific cutting and patching requirements and restrictions applicable to individual units of work.
- C. Refer to Section 01120 for removal and replacement of existing elements to remain in order to access scheduled work.
- D. Coordinate with Sections 01730 Examination and Discovery and 01740 Selective Demolition.

1.2 QUALITY ASSURANCE:

- A. Requirements for Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials for cutting and patching which will result in equal or better work than the work being cut and patched, in terms of performance characteristics, and including visual effects where applicable. Comply with the requirements; use materials comparable with the original materials, where feasible, and where recognized that satisfactory results can be produced thereby.

PART 3 – EXECUTION

3.1 PREPARATION:

- A. Temporary Support: To prevent failure, provide adequate temporary support for work to be cut. Do not endanger other work.
- B. Protection: Provide adequate protection of other work during cutting and patching to prevent damage; provide protection of the work from adverse weather exposure.

### 3.2 CUTTING AND PATCHING:

- A. General: Employ skilled tradesmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, in each instance, and perform the work promptly.
- B. Cut work by methods least likely to damage work to be retained and work adjoining.
  - 1. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.
  - 2. Refer to Specification Sections for masonry restoration regarding the use of hand tools in lieu of powered tools for the cutting out of masonry joints prior to repointing operations.
- C. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
- D. Restore exposed finishes to patched areas and, where necessary, extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.

END OF SECTION 01045 – CUTTING AND PATCHING

SECTION 01095  
REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 DEFINITIONS

- A. Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. Location is not limited.
- C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- E. Furnish: The term “furnish” means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- F. Install: The term “install” describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- G. Provide: The term “provide” means to furnish and install, complete and ready for the intended use.
- H. Installer: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. Experienced: This term, when used with the term Installer, means having a minimum of 10 years successful experience in projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
  - 2. Trades: Using terms such as carpentry does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that the requirements specified apply exclusively to tradespersons of the corresponding generic name.
  - 3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in

those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdiction settlements and similar conventions.

I. Project Site: This term is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings.

J. Testing Agencies: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.

B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words as singular where applicable as the context of the Contract Documents indicates.
2. Imperative and Streamlined Language: Language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Test, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
  - a. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

### 1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Except where 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.

B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.

C. Conflicting Requirements: Where compliance with two (2) or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and uncertainties to the Architect for a decision before proceeding.

1. 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 the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to 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, the Contractor shall obtain copies directly from the publication source.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in the Contract Documents, are defined to mean the associated names. Names and addresses are subject to change and are believed, but no assured, to be accurate and up-to-date as of date of the Contract Documents.

ACI	American Concrete Institute P. O. Box 19150 Detroit, MI 48219	(313) 532-2600
AFPA	American Forest and Paper Association (American Wood Council of the) 1111 19 <sup>th</sup> Street, NW, Suite 800 Washington, DC 20036	(202) 463-2700
AHA	American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067	(708) 934-8800
AIA	The American Institute of Architects 1735 New York Avenue, NW Washington, DC 20006	(202) 626-7300
AISC	American Institute of Steel Construction One East Wacker Drive Suite 3100 Chicago, IL 60601-2001	(312) 670-2400
ANSI	American Iron and Steel Institute 1101 17 <sup>th</sup> Street NW Washington, DC 20036-4700	(202) 452-7100
ALI	Associated Laboratories, Inc. 500 South Vermont Street Palatine, IL 60067	(708) 358-7400
ALSC	American Lumber Standards Committee P. O. Box 210 Germantown, MD 20875	(301) 972-1700

ANS	American National Standards Institute 11 West 42 <sup>nd</sup> Street 13 <sup>th</sup> Floor New York, NY 10036	(212) 642-4900
APA	American Plywood Association P. O. Box 11700 Tacoma, WA 98411	(206) 565-6600
ASHRAE	American Society of Heating, Refrigerating & Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329	(404) 636-8400
ASME	American Society of Mechanical Engineers 345 East 47 <sup>th</sup> Street New York, NY 10017	(212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103-1187	(215) 299-5400
AWPA	American Wood Preservers' Association P. O. Box 286 Woodstock, MD 21163-0286	(410) 465-3169
AWS	American Welding Society 550 LeJeune Road, NW P. O. Box 351040 Miami, FL 33135	(305) 443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235	(303) 794-7711
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Avenue 17 <sup>th</sup> Floor New York, NY 10017	(212) 661-4261
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091	(703) 620-0010
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173	(708) 517-1200
CTI	Ceramic Tile Institute of America 38720 Roadside Drive Suite 300 Agora Hills, CA 91301-3321	(213) 660-1911 (818) 889-8453

DHI	Door and Hardware Institute 14170 Newbrook Drive Chantilly, VA 22021-2223	(703) 222-2010
FM	Factory Mutual Research Organization 1151 Boston-Providence Turnpike P. O. Box 9102 Norwood, MA 02062	(617) 762-4300
NECA	National Electrical Contractors Association 3 Bethesda Metro center, Suite 1100 Bethesda, MD 20814	(301) 657-2652
NEMA	National Electrical Manufacturers Association 2010 L Street NW Suite 300 Washington, DC 20037	(301) 657-8400
NFPA	National Fire Protection Association One Batterymarch Park P. O. Box 9101 Quincy, MA 02269-9101	(617) 770-3000 (800) 344-3555
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077	(708) 966-6200
SBCCI	Southern Building Code Congress International, Inc. 900 Montclair Road Birmingham, Alabama 35213	(205) 591-1853
SMACNA	Sheet Metal and Air Conditioning Contractors National Association 4201 Lafayette Center Drive Chantilly, VA 22021	(703) 803-2980
SPIB	Southern Pine Inspection Bureau 4709 Scenic Highway Pensacola, FL 32504	(904) 434-2611
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213-2683	(412) 268-3327
TAS	Texas Accessibility Standards Administered by the Texas Department Of Licensing and Regulations Architectural Barriers Section P. O. Box 12157 Austin, TX 78711	(877) 278-0999 (512) 463-3211
TCA	Tile Council of America P. O. Box 326 Princeton, NJ 08542-0326	(609) 921-7050

UL Underwriters Laboratories  
333 Pfingsten Road  
Northbrook, IL 60062 (708) 272-8800

WWPA Western Wood Products Association  
Yeon Building  
522 SW 5<sup>th</sup> Avenue  
Portland, OR 97204-2122 (503) 224-3930

F. Federal Government Agencies: Names and titles of federal government standard- or Specification- producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard – or Specification–producing agencies of the federal government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

EPA Environmental Protection Agency  
401 M Street SW  
Washington, DC 20460 (202) 382-2090

OSHA Occupational Safety and Health Administration  
(U.S. Department of Labor)  
200 Constitution Ave NW  
Washington, DC 20210 (202) 219-6091

## 1.5 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner’s records, submit copies of permits, licenses, certifications, inspections, reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01095 – REFERENCE STANDARDS AND DEFINITIONS

SECTION 01120  
RECONSTRUCTION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Products and installation for patching and extending Work to existing structure.
- B. Transition and adjustments to existing structure.
- C. Repair of damaged surfaces, finishes, and cleaning of existing.

1.2 RELATED SECTIONS:

- A. Section 01045 - Cutting and patching.

PART 2 - PRODUCTS

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in product sections; match existing Products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

PART 3 – EXECUTION

3.1 EXAMINATION:

- A. Verify that demolition is complete, and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

3.2 PREPARATION:

- A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
  - 1. The foregoing means that the Contractor/sub-contractor shall be responsible for removing any construction, assemblies, etc. that is in the way of executing the work as prescribed on the drawings unless some other disposition of those elements has been prescribed in the drawings.
  - 2. Any items removed per the above shall then be reinstalled, reattached, or otherwise restored to their original position and condition as encountered prior to the initiation and execution of the prescribed work.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity.

### 3.3 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original condition.
- C. Refinish visible existing surfaces to remain to specified condition for each material, with a neat transition to adjacent finishes.
- D. In addition to specified installation of equipment and fixtures restore existing plumbing, heating, ventilation, and electrical, systems to full operational condition.
- E. Install Products as specified in individual sections.

### 3.4 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.

### 3.5 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

### 3.6 FINISHES

- A. Finish surfaces as specified in individual Product sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### 3.7 CLEANING

- A. In addition to cleaning specified in Section 01710 clean repaired areas of work.

## END OF SECTION 01120 – RECONSTRUCTION PROJECT PROCEDURES

SECTION 01205  
QUALITY CONTROL

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Definitions: Specific quality control requirements for the work are indicated throughout the contract documents. In particular, quality control provisions for manufactured products are specified in individual work sections and are not repeated herein. The requirements of this section are primarily related to performance of the work beyond furnishing of manufactured products. The term “Quality Control” includes, but is not necessarily limited to, inspection, testing, and associated requirements.

1.2 LIMITATIONS FOR USE OF SITE

- A. General: In addition to site utilization limitations and requirements, coordinate with Owner to administer allocation of available space equitably among entities needing access and space, so as to produce best overall efficiency in performance of total work of project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site. Coordinate with the City of Canton regarding usage of streets surrounding and adjacent to Courthouse square.
- B. Waste Materials: Dispose of organic and hazardous materials off the site on a daily basis. All waste disposals shall be performed in a lawful manner.
- C. Contractor/sub-contractor shall confine his operations at the site to areas designated by the Owner’s Representative. Contractor/sub-contractor shall coordinate with Owner regarding use of site/Courthouse square with other entities on temporary as-needed basis during the duration of the Project.
- D. Contractor/sub-contractor shall conduct his construction and clean-up operations in such a manner as to prevent the dissemination of wind-blown materials and debris to other portions of the site.

1.3 TRADESPERSONS AND WORKMANSHIP STANDARDS

- A. General: Instigate and maintain procedures to ensure that persons performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications required. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

1.4 INSPECTIONS, TESTS AND REPORTS

- A. General: No failure of test agencies to perform results shall relieve contractor/sub-contractor of responsibility for fulfillment of requirements of contract documents. Required inspection and testing services are intended to assist in determination of probable compliance of work with requirements, but do not relieve contractor/sub-contractor of responsibility for compliance, or for general fulfillment of requirements of contract documents. Specified

inspections and tests are not intended to limit contractor/sub-contractor's quality control program. Afford reasonable access to agencies performing tests and inspections. All costs for testing services required during the course of construction shall be paid by the Owner. The selection of a testing agency or agencies shall be by the Owner. The contractor/sub-contractor shall be responsible for coordinating the testing procedures with the work as it progresses. Refer to Section 01605 - Products and Substitutions for requirements concerning asbestos.

- B. Qualification of Testing Agencies: Independent testing laboratories specializing in required services shall comply with "Recommended Requirements for Independent Laboratory Qualification" by ACIL.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 –EXECUTION

### 3.1 COORDINATION OF TEST AGENCY WORK

- A. Coordination: Afford access and reasonable time in construction sequence for inspections and tests to be performed. Cooperate with agencies and provide incidental labor and services needed for the removal and delivery of test samples, for inspections, and taking measurements.
- B. Test Agency Responsibilities: Test agencies are not authorized to change or negotiate the requirements of contract documents. Each agency shall coordinate its assigned work with construction schedule as maintained by contractor/sub-contractor and shall perform its work promptly so as not to delay the work.
  - 1. Report: The testing agency shall prepare reports of inspections and laboratory tests, including analysis and interpretation of test results, where applicable. The testing agency shall submit one copy of all tests and inspection reports to the contractor/sub-contractor, two copies to the Architect, and one copy to the Owner. Reports shall be submitted to all parties concerned immediately upon completion of the inspection or test.

### 3.2 GENERAL INSTALLATION PROVISIONS

- A. Installer's Inspection of Conditions: Require installer of each major unit of work to inspect substrate to receive work, and conditions under which work will be performed, and to report to the Contractor/sub-contractor, in writing, unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to extent these are more explicit or more stringent than requirements in contract documents.
- C. Inspect each item of material or equipment immediately prior to installation and reject damaged and defective items.

- D. Provide attachment and connection devices and methods for securing work properly as it is installed, true to line and level, and within recognized industry tolerances. Allow for expansion and building movement. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual effect choices to Architect for final decision.
- E. Recheck measurements and dimensions of the work, as an integral step of starting each installation.
- F. Install work during conditions of temperature, humidity, exposure, forecast weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.
- G. Coordinate enclosure (closing-in) of work with required inspections and tests, so as to minimize necessity of uncovering work for that purpose.
- H. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at industry-recognized standard mounting heights for applications required. Refer questionable mounting height choices to Architect for final decision.
- I. All requirements for installations of all fixtures, components and assemblies shall conform to the requirements of the Texas Accessibility Standards (TAS) as promulgated by the Texas Department of Licensing and Regulation (TDLR). The Contractor/sub-contractor shall be responsible for ensuring that the correction location and installation of fixtures, components and assemblies fully conform to these requirements where pertinent and addressed by the Standards.

### 3.3 CLEANING AND PROTECTION

- A. General: During handling and installation of work at project site, clean and protect work in progress, and adjoining work, on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operational ability without damaging effects.
- B. Limiting Exposures of Work: To extent possible through reasonable control and protection methods, supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period. Where applicable, such exposures include, but are not necessarily limited to, static loading, dynamic loading, internal pressures, external pressures, high or low temperatures, thermal shock, high or low humidity, air contamination or pollution, water, ice, solvents, chemicals, light, radiation, puncture, abrasion, heavy traffic, soiling bacteria, insect infestation, combustion, electrical current, high speed operation, improper lubrication, unusual wear, misuse, incompatible interface, destructive testing, misalignment, excessive weathering, unprotected storage, improper shipping/handling, theft, and vandalism.
- C. Protection of Structure: To the greatest extent possible, all materials shall be stored at ground level until such a time as they are incorporated into the building construction.

- D. Protection of Site: No personnel or vehicular traffic shall be allowed within the fenced areas under the drip lines of the trees. See the notes on the plans. The contractor/sub-contractor is hereby notified that no use of these areas is allowed. If due to mismanagement of the site by the contractor/sub-contractor and use of these areas occurs, the contractor/sub-contractor shall be completely liable for the safety and health of the trees on the site.

END OF SECTION 01205 – QUALITY CONTROL

SECTION 01210  
PRECONSTRUCTION CONFERENCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

- A. Contractor participation in preconstruction conferences.

1.3 PRECONSTRUCTION CONFERENCE

- A. Architect will schedule a conference sometime after award of the construction contract by the Owner; intent is to hold this meeting within 14 days after the Owner has approved the list of proposed, qualified subcontractors and received issuance of the Notice to Proceed (NTP) from the Owner. Architect or Architect representative will chair and conduct the meeting.
  - 1. Meeting schedule dates must be approved by the THC (if applicable) prior to distribution.
- B. Attendance: Owner, Architect, Texas Historical Commission Authorized Representative (if applicable), Contractor, and Major Subcontractors. The Owner and Architect may request the attendance of other major consultants.
- C. Agenda
  - 1. Submittal of executed insurance certificates.
  - 2. Distribution of Contract Documents as required.
  - 3. Submittal of list of subcontractors, list of products, Schedule of Values, and progress schedule. Distribution of said lists and schedules; distribution shall include Owner, Architect, and THC Authorized Representative.
  - 4. Designation of responsible personnel.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, and Contract closeout procedures.
  - 6. Project Meetings.
  - 7. Schedules/Scheduling.
  - 8. Use of premises by Owner and Contractor.
  - 9. Use of City streets by Contractor; required methods of protection for the public as prescribed by the City of Canton (i.e., flagmen, barricades, cones, etc.) and TxDOT where applicable.
  - 10. Parking for Contractor's personnel.
  - 11. Owner's requirements.
  - 12. Temporary facilities.
  - 13. Security and housekeeping procedures.
  - 14. Procedures for testing; procedures for payment of tasks services.
  - 15. Procedures for maintaining record documents.
  - 16. Requirements for startup of equipment.
  - 17. Inspection and acceptance of equipment put into service during construction period.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01210– PRECONSTRUCTION CONFERENCE

SECTION 01220  
PROGRESS MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

- A. Scheduling and administration of progress meetings.
- B. Pre-installation conferences.

1.3 PROGRESS MEETINGS - OWNER/ARCHITECT

- A. The contractor's Project Manager will schedule and administer monthly construction progress meetings, throughout progress of Work. He will prepare an agenda and distribute notices of each meeting to participants. Participants shall include but not be limited to Site Superintendent, Owner, Architect, and THC Authorized Representative (if applicable). The Owner and/or Architect may request the attendance of other major consultants.
  - 1. All meeting dates must be approved by the Owner.
  - 2. The Architect will attend only the scheduled monthly meeting(s); additional meetings required by the failure of the Contractor to be fully prepared for the monthly meeting requiring additional meeting(s) shall be billed separately to the Contractor.
  - 3. The additional meeting cost shall be billed at a fixed rate for travel and expenses per the schedule at the end of this Section. The costs for travel shall be adjusted as required by the transportation carrier costs adjustments.
  - 4. Additional Site Visits and Progress Meetings due to the failure of the Contractor to complete the work in the stipulated number of days per the Contract for Construction shall be billed to the Contractor similar to item 3 above.
- B. The contractor's Site Superintendent shall make physical arrangements.
- C. The contractor's Project Manager will preside at meetings.
- D. Location of Meetings: Contractor's field office or other appropriate, prior approved location.
- E. Attendance: Contractor's Project Manager, Site Superintendent, subcontractors, and suppliers as appropriate to agenda. Owner, Architect, THC Representative (if applicable), and professional consultants as appropriate.
- F. Anticipated Agenda:
  - 1. Review of Work progress.
  - 2. Field observations, problems, and decisions.
  - 3. Identification of problems which impede planned progress.
  - 4. Review of submittals schedule and status of submittals.
  - 5. Review of off-site fabrication and delivery schedules.
  - 6. Maintenance of progress schedule.
  - 7. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.

9. Coordination of projected progress.
  10. Maintenance of quality and work standards.
  11. Effect of proposed changes on progress schedule and coordination.
  12. Other business relating to Work.
  13. Maintenance of record drawings.
  14. Any Owner related issues.
  15. Any THC related issues.
  16. Any Architect related issues.
  17. Review of payment applications.
- G. Meeting Minutes: Contractor's Project Manager shall record all proceedings at the meetings. Said minutes shall be typed and distributed to the following parties within 7 days:
1. Owner
  2. Architect
  3. THC Authorized Representative (If applicable)
- The above-mentioned parties are allotted 7 days to respond to the contractor with edits, additions or deletions to the contractor submitted Meeting Minutes.
- H. Agenda: Contractors Project Manager shall transmit the anticipated agenda for each monthly meeting no less than three (3) days prior to the scheduled meeting.
1. In addition to the anticipated agenda items listed online F, Contractor shall include all issues related to the project requiring input from the attendees including current and anticipated project issues.
  2. Attendees receiving the transmitted agenda may add items prior to the meeting via email to the Contractor's Project Manager.

#### 1.4 PRE-INSTALLATION CONFERENCES

- A. When required in the individual specification Section, the Contractor shall convene a pre-installation conference at the work site prior to commencing work of the Section.
- B. Require attendance of entities directly affecting, or affected by, the work of the Section.
- C. Contractor shall prepare agenda and preside at conference.
- D. Review conditions of installation, preparation and installation procedures, and coordination with related work.

#### 1.5 ADDITIONAL MEETING COST FOR ARCHITECT

- A. Air Travel (if required): actual ticketed cost/person
- B. Automobile rental (if required): actual cost/vehicle.
- C. Komatsu Architecture automobile: IRS approved mileage rate.
- D. Lodging: allow \$120/person/day
- E. Per Diem: \$68/person/day
- F. Labor Rate: charged in accordance with the Architect's Labor Costs and Billing Rates per Attachment A to this Section.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

ATTACHMENT A

KOMATSU ARCHITECTURE  
LABOR COSTS & BILLING RATES  
Effective October 1, 2025 to September 30, 2026

<b>POSITION</b>	<b>BILLING RATE</b>
Project Manager	\$194.70
Project Architect I	\$170.20
Architect II	\$151.45
Senior Technical I	\$137.00
Drafter II	\$118.25
Drafter III	\$100.00
Tech Special Support	\$129.80
Estimator	\$225.00
Construction Administrator	\$180.00

END OF SECTION 01220 – PROGRESS MEETINGS

SECTION 01300  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Refer to Bidding Requirements, General Conditions of the Contract for Construction, Supplementary Conditions, and Division One sections for specifications on administrative, non work-related submittals. Such submittals include, but are not limited to, the following:
  - 1. Permits.
  - 2. Payment applications.
  - 3. Performance and Payment Bonds.
  - 4. Insurance certificates.
  - 5. Inspection and test reports.
  - 6. Schedule of values.
  - 7. Progress reports.
  - 8. Progress Photos.
  - 9. Listing of subcontractors.
  - 10. Submittal log listing all anticipated submittals of materials, mock-ups, shop drawings or other submittals required by these specifications.
  
- B. Refer to the General Conditions of the Contract for Construction and Supplementary Conditions for basic procedures for submittal handling.
  
- C. Refer to applicable specification section for specific submittal requirements of individual units of the work.
  
- D. Section 01301 “Systems Coordination.”

1.2 DEFINITIONS

- A. General: Non-administrative submittals including shop drawings, product data, samples, and miscellaneous work-related submittals are to amplify, expand, and coordinate the information contained in the Contract Documents.
  - 1. Shop Drawings are technical drawings and data that have been specially prepared for this project, i.e., standard information prepared without specific reference to this project is not considered to be shop drawings. Shop drawings include, but are not limited to, the following:
    - a. Fabrication and installation drawings.
    - b. Setting diagrams.
    - c. Shop work manufacturing instructions.
    - d. Templates.
    - e. Patterns.
    - f. Coordination drawings (for use on-site).
    - g. Schedules.
    - h. Contractor’s engineering calculations.
    - i. Design mix formulas.
  - 2. Product data includes standard printed information on manufactured products that have not been specially prepared for this project, including, but not limited to, the following:

- a. Manufacturer's product specifications and installation instructions.
  - b. Standard color charts.
  - c. Catalog cuts.
  - d. Roughing-in diagram and templates.
  - e. Standard wiring diagrams.
  - f. Printed performance curves.
  - g. Operational range diagrams.
  - h. Mill reports.
  - i. Standard product operating and maintenance manuals.
3. Samples are physical examples of work, including, but not limited to, the following:
- a. Partial sections of manufactured or fabricated work.
  - b. Small cuts or containers of materials.
  - c. Complete units of repetitively used materials.
  - d. Swatches showing color, texture, and pattern.
  - e. Color range sets.
  - f. Units of work to be used for independent inspection and testing.
  - g. Mock-ups and special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal of sample submittals.
4. Miscellaneous submittals are work-related, non-administrative submittals, including, but not limited to, the following:
- a. Specially prepared and standard printed warranties.
  - b. Maintenance agreements.
  - c. Survey data and reports.
  - d. Testing and certification reports.
  - e. Record drawings.
  - f. Field measurement data.
  - g. Operating and maintenance manuals.
  - h. Keys and other security protection devices.
  - i. Maintenance tools and spare parts.
  - j. Overrun stock.

### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery, and similar activities that require sequential activity.
- 1. Coordinate with the submittal of different units of inter-related work so that one submittal will not be delayed by the Architect need to review a related submittal. The Architect reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.
  - 2. The contractor shall coordinate all related trades, materials and products between submittals to assure the aforementioned items are compatible regardless of conflicts found within the construction documents. Added cost will not be awarded for purchase or re-installation or non-compatible products or materials submitted in separate submittal packages and not pre-coordinated and checked for compatibility by the Contractor. The Contractor shall coordinate all products, materials, and trades for each assembly prior to issuing submittals for said items to the Architect, Owner or THC.

- B. Scheduling: After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. In each appropriate administrative submittal, such as the Progress Schedule, show the principal work-related submittals and time requirements for coordination of submittal activity with related work.
1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of values, and the list of products as well as the Contractor's Construction Schedule.
  2. Prepare the schedule in chronological order. Provide the following information:
    - a. Scheduled date for the first submittal.
    - b. Related Section number.
    - c. Submittal category (Shop Drawing, Product Data, or Sample).
    - d. Name of subcontractor.
    - e. Description of the part of Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for the Architect's final release or approval.
  3. Coordination of Submittal Times: Prepare and transmit each submittal to the Architect sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.
    - a. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for re-submittal, if necessary. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.
      - 1) Allow two weeks for the Architect initial processing of each submittal. Allow four weeks or longer where processing must be delayed for coordination with subsequent submittals or for processing through other consultants or vendors. The Architect will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.
        - (i) Allow four weeks or longer for submittals to be reviewed by the Architect and/or Engineer and the Texas Historical Commission Authorized Representative.
        - (ii) Submittals requiring a review by the THC Authorized Representative will be highlighted on the Submittal Log immediately after the log is made available at the Preconstruction Conference. The THC Authorized Representative will review all submittals, mock-ups, shop drawings having the potential for affecting the historic character or quality of the project prior to approval of said submittals, mock-ups, or shop drawings. On-site mock-ups will be reviewed by the Architect and the THC Authorized Representative.
        - (iii) No submittal requiring the review of the Texas Historical Commission Authorized Representative shall be considered complete until comments are received from the THC.
      - 2) Allow two weeks for reprocessing each submittal.
      - 3) No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect sufficiently in advance of the work.
      - 4) No extension of contract time will be authorized because of the requirement for the Contractor to resubmit rejected submittals.

- C. Submittal Requirements: The following information and procedures are required for each submittal for proper processing and recording of action taken.
1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect and to other destinations, by use of a transmittal form. Submit under Architect accepted form transmittal letter.
  2. Identify Project by title and number.
  3. Identify Contractor, subcontractor or supplier.
  4. Identify Drawing sheets and detail numbers, and Specification number, as appropriate.
  5. Identify Work and product by Specification section and Article number.
  6. Provide complete submittals for each specified product, system or equipment. Partial or incomplete submittals will be returned.
    - a. Deliver submittals to the Architect's office. Submittals will be accepted only by the Contractor unless extenuating circumstances exist and then only with prior review by the Architect. Submittals received from sources other than the Contractor will be returned to the sender "without action" at contractor's expense.
  7. Submit product data, shop drawings, samples, calculations, certificates, manufacturer's instructions, and other items requested within each specification section.
  8. Number submittals using Specification section number and unique numeric reference number. For example, Specification Section – 08710-01 would be the first submittal for that Specification Section, 08710-02 would be the next one and so on.
  9. Each item or Article number to be assigned its own submittal number. Do not combine under one submittal number.
  10. Add a letter designation, i.e., "A", "B", "C", to the sequence number for each resubmittal of the same data.
  11. Apply/affix Contractor's stamp or permanent label. Sign or initial and date certifying that a thorough review, verification of products, field dimensions, adjacent construction Work, and coordination of information, is in accordance with requirements of Work and Contract Documents.
  12. **Submittals will be returned at Contractor's expense without processing if they have not been reviewed and stamped by the Contractor for coordination of work and conformance with the Drawings and Specifications prior to submission to the Architect. If they are not initialed or signed by the designated authorized person, if they are not dated, if they are not properly numbered, or if it becomes evident that they have not been properly reviewed, they will be immediately returned without being processed. Delays resulting from will not be the responsibility of the Architect.**
  13. Clearly identify on submittals, or in writing at the time of submission, deviations in submittals from requirements of the Contract Documents.
  14. Do not perform Work on any element requiring submittal and review of shop drawings, product data, samples, or other similar submittals until respective submittal has been returned after being reviewed by Architect and/or THC Representative.
  15. Maintain in the field office a copy of the submittal schedule, a log of the current status of each and a copy of all returned submittals.
  16. Architect and/or Owner are not responsible for delays to work schedule and will not approve schedule extensions if submitted items require less than the allotted review time due to Contractor's late submission, submittal rejection(s) or other unanticipated events.

- D. Shop Drawings: Include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings.
1. Information includes dimensions, identification of specific products and materials, compliance with specified standards, and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle, or otherwise indicate deviations from the contract documents on the shop drawings. Show locations of existing conditions which may affect installation of new Work.
  2. Present in a clear and thorough manner original drawings which illustrate the portion of the Work showing fabrication, layout, setting, or erection details, prepared by a qualified detailer. Title each drawing with Project and Contract name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
  3. Check and coordinate Shop Drawings of any section or trade with requirements of other sections or trades and as necessary for proper coordination and complete installation of Work.
  4. Do not permit shop drawing copies without an appropriate final "Action" marking by the Architect/Engineer to be used in connection with the work.
  5. Do not allow use of Shop Drawings without an appropriate final stamp indicating "Action" taken.
  6. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11" except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 square inches beside the title block for marking the record of the review process and the Architect/Engineer's and Contractor's "Action" marking.
    - a. Provide original shop drawings. Do not reproduce contract documents or copy standard printed information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing and will be returned without benefit of review.
  7. Revise and resubmit submittals as required, identify all changes made since previous submittal.
  8. Submittal: Provide six blue line or black line prints; three will be returned.
    - a. Architect will retain one copy for the Project file; one copy will be retained by the Engineer/Consultant; one copy will be forwarded to the THC Representative.
    - b. Contractor responsible for making copies of the final "approved" for distribution to, but not necessarily limited to, subcontractors, vendors, and field personnel.
    - c. It is the Contractor's responsibility to provide the Owner with a full set of submittals.
    - d. It is the Contractor's responsibility to mark and maintain one copy as the "Record Document".
  9. Shop drawings via email transmission.
    - a. Shop drawings may not be transmitted via email unless approved prior by the owner and/or Architect.
- E. Product Data: General information includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and

special coordination requirements for interfacing the material, product, or system with other work.

1. Preparation: Collect data into a single submittal for each unit of work or system. Mark each copy to show choices and options applicable; mark out information that is not applicable.
  2. Submittals: Except as otherwise specified in individual sections, submit six copies of each; three copies will be returned.
    - a. Do not submit product data or allow its use on the project until compliance with the requirements of the contract documents has been confirmed by the Contractor.
    - b. Distribution: Furnish copies of product data to field personnel, subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities and others as required for proper performance of the work. Show distribution on transmittal form.
    - c. Installation Copy: Do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the work.
    - d. It is the Contractor's responsibility to provide the Owner with a full set of submittals.
    - e. It is the Contractor's responsibility to mark and maintain one copy as the "Record Document".
    - f. Submittal via email transmission:
      - 1). Where submittal requires only product data, documentation may be printed or scanned to a .pdf file and transmitted via email to the appropriate parties. One scanned or printed to .pdf version of commentary will be emailed back to the contractor.
      - 2). Include a .pdf transmittal with the submittal.
- F. Samples: Not later than 30 days following award of contract, submit all samples required for the Architect/Engineer and THC Representative's visual review of kind, color, pattern, texture, and for quality control comparison, including generic description of the sample, the sample source or the product name or manufacturer, and compliance with governing regulations and recognized standards. In addition, indicate availability limitations, sizes, delivery time, and similar limiting characteristics. Label each sample with identification required for transmittal letter with full Project information.
1. Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor. Such compliance is not considered in the Architect/Engineer's review and "Action" indication on sample submittals.
  2. Preparation: Provide samples that are physically identical with the proposed material or product to be incorporated in the work. For the Architect/Engineer's initial selection of color, texture and pattern, submit a full set of available choices. For the Architect/Engineer's verification of color, texture, and pattern selection, submit items as specified in each individual section. Where variations in color, pattern, or texture are inherent in the sample, submit items as specified in each individual section. Prepare samples to match the Architect/Engineer's sample where so specified.
  3. Submittal: Submit four sets of samples; two sets will be returned.
    - a. Distribution: Maintain one set of samples at the project site throughout the course of performing the work.

4. Mock-ups and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
  - a. Contractor shall notify Architect when mockups are to be ready for viewing within sufficient time for Architect to coordinate with the Texas Historical Commission Authorized Representative to also review.
  - b. Onsite constructed mockups, either stand alone or incorporated as part of the building, shall be viewed by both the Architect/Engineer and the Texas Historical Commission Authorized Representative.
  - c. The Contractor shall at the earliest stage of the construction completely finish out a typical space to include all masonry patching, repointing, cleaning; restoration and/or reconstruction of windows, doors, frames, and other woodwork to fully illustrate the range of finishes to be anticipated and in accordance with the Contract Documents. Include any additional elements that are to be incorporated in the Work.

G. Miscellaneous Submittals:

1. Inspection and Test Reports: Classify each inspection and test report as being either “shop drawings” or “product data” and process accordingly. Unless otherwise specified in individual sections, provide four copies of reports; one copy will be returned.
2. Warranties: Refer to section “Products and Substitutions” for specific general requirements on warranties. In addition to copies desired for the Contractor’s use, furnish two executed copies of such warranties. Provide two additional copies where required for maintenance manuals. No copies will be returned.
3. Closeout Submittals: Refer to section “Project Closeout” and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items
  - a. Record Documents: Furnish one (1) set of original print documents as maintained on the project site and one (1) set of reproduced documents indicating the same information.
  - b. Operating and Maintenance Data: Furnish two bound copies of operating data and maintenance manuals, if applicable.
  - c. Materials and Tools: Refer to individual sections of these specifications for quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted, if applicable.
  - d. Distribution: Deliver first to the Architect to check for compliance; Contractor will deliver final copies to the Owner.

#### 1.4 CONTRACTOR ACTION

- A. Review, approve, and stamp all items prior to submission to Architect.
- B. Stamp must indicate that Contractor has:
  1. Verified all field dimensions and quantities.
  2. Verified all field construction criteria, materials, catalog numbers, and similar data.
  3. Reviewed and coordinated all submittal data with requirements of the work and contract documents.
  4. Certified that submittals comply with Contract Documents.
- C. Reproduce and distribute submittals receiving “No Exceptions Taken” or “Exceptions as Noted.”

- D. Resubmit items indicated as “Revise and Resubmit”.
  - 1. Provide print of previous drawing with re-submission for comparison.
  - 2. Add letter suffix to previous transmittal number to indicate re-submission.
- E. Submittals not following these procedures will be returned as “Not Reviewed”, “Revise and Resubmit” at contractor’s expense.

### 1.5 ARCHITECT/ENGINEER’S ACTION

- A. General: Except for record and Owner data, the Architect/Engineer will review each submittal, mark with appropriate “Action”, and return within indicated time period.
  - 1. Action Stamp/Submittal Cover: The Architect/Engineer will provide Submittal Review Cover, appropriately marked and executed to indicate next action.
  - 2. Review by Architect/Engineer: For any single item, the Architect/Engineer will review the original submittal and, if necessary, one revised submittal without cost to the Contractor. However, should a revised submittal be so incomplete or inaccurate, in the judgment of the Architect/Engineer, as to require further corrections and resubmittals, the cost of reviewing the subsequent resubmittals will be billed to the Contractor by the Architect/Engineer.
  - 3. Submittal comments by the Architect/Engineer: The Architect/Engineer will respond with the following categories and/or verbiage:
    - a. Returned without comment: The Architect/Engineer has reviewed the submittal and found no issues with the submitted data.
    - b. Returned with comment: The Architect/Engineer has reviewed the submittal and found issues requiring commentary. The contractor shall review said submittal comments and take the appropriate action to correct or satisfy the issues.
    - c. Revise and resubmit: The Architect/engineer has determined the submittal to be insufficient to proceed with installing the subject product. The contractor shall make the appropriate corrections and resubmit a complete package.
    - d. Submit specific item: The Architect/Engineer has determined the contractor is required to submit specific missing or additional information to complete the review of the submittal package.
    - e. Not Subject to Review: The Architect/Engineer has determined that the information submitted is not required to be reviewed and will be returned or filed with no action taken.
- B. Submittal Review and responsibility by Architect/Engineer and Contractor: Submittal reviews are a cursory check of the contractor’s interpretation of the contract documents and comments will be made accordingly. In no way does the final review of a submittal by the Owner, Architect or Engineer, constitute an "approval" of flawed submittals indicating inferior products, incorrect products or construction methods not seen by the reviewer. Contractors are solely responsible to provide equal or exceeding quality products and installation to those shown in the contract documents. The Owner reserves the right to withhold payment for any products or workmanship of inferior quality even if it was depicted in the submittal package and reviewed by any of the above mentioned parties. Such mentioned items will be deemed deviations or substitutions requiring the appropriate submittal form and therefore in violation of Section 1300.1.6 rendering the submittal invalid.

1.6 DEVIATIONS AND SUBSTITUTIONS:

- A. Deviations: The contractor shall alert the submittal reviewer of any products or installation methods not consistent with that depicted within the contract documents with the appropriate deviations form. Such information and form related to the deviation will be included with the related submittal and relevant information highlighted for the Architect/Engineer to easily decipher and review for adequacy.
  
- B. Substitutions: The contractor shall alert the submittal reviewer of any specified products requiring substitution with the appropriate substitutions form. Such information and form related to the substitution will be included with the related submittal and relevant information highlighted for the Architect/Engineer to easily decipher and review for adequacy.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300 – SUBMITTAL PROCEDURES

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SECTION 01301  
SYSTEMS COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes, but is not limited to, a description of the requirement to coordinate in a shop drawing, the various mechanical, electrical, plumbing, A/V, IT, security and communication systems routed throughout the existing building.
- B. No work listed in this section to be shown on the shop drawing may commence until the shop drawing is submitted, reviewed and a “Notice to Proceed” (NTP) is issued by the Owner, Texas Historical Commission (THC) and the Architect.

1.3 DEFINITIONS

- A. High Priority spaces: Spaces with high public traffic and exposure.
  - 1. Corridors
  - 2. Courtroom
  - 3. County Clerk Records
  - 4. Offices with direct public access
- B. Secondary Priority spaces: Spaces with public access off the main corridor or courtroom.
  - 1. Offices with limited public access
  - 2. Storage Rooms
  - 3. Jury Room
- C. Low Priority spaces: Spaces with no public access or non historic.
  - 1. Mechanical
  - 2. Electrical and Data rooms
  - 3. Toilet rooms
  - 4. Specified Storage rooms.

1.4 RELATED DOCUMENTS

- A. Include, but not limited to:
  - 1. Section 00210 - Supplementary Instructions to Bidders.
  - 2. Section 01300 – Submittal Procedures.
  - 3. Sheets - Conduit and/or piping routing plans
  - 4. Owner provided data and security documents.

## 1.5 SUBMITTAL

### A. General

1. Submit a shop drawing containing all of the systems listed in this section clearly delineated, to scale and depicting the actual sizes of proposed components.
2. Shop drawing shall be one full size drawing of each floor at a minimum scale of 1/4" = 1'-0" on an appropriate sheet size to fit plan.
3. The submitted document shall include, but is not limited to, all systems described in section 1.2.A and listed below.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01301 – SYSTEMS COORDINATION

SECTION 01320  
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Construction Schedule.
  2. Submittals Schedule.
  3. Daily construction reports.
  4. Field condition reports.
  5. Special reports.
  6. Construction photographs.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two printed copies of initial schedule, one a reproducible print and one a black-line print, large enough to show entire schedule for entire construction period.
- C. Construction Photographs:
1. Contractor shall take professional quality photographs of the work progress to accompany each monthly application for payment.
  2. Additionally, the contractor shall take photographs during the following phases of the construction to adequately document the progress of the work:
    - a. Conditions prior to commencement of work or demolition,
    - b. Major construction events and
    - c. The project upon Substantial Completion.
    - d. Photograph a minimum of 50 different views of interior at each specified interval/time or **as many views as necessary to completely document the progress of the work shall be taken.**
    - e. Three full sets of photographs shall be prepared; Updated photograph files shall be submitted to the Architect within seven days of taking the photograph.
  3. Acceptable Formats: Digital formats will be required. Use only one format throughout the project.

- a. Digital photographs:
  - 1) Resolution: minimum resolution 1600 x 1200, or better, 12 mega pixel.
  - 2) Prints: One set
  - 3) Contractor shall provide one set of photographs at each payment application submittal interval. Photographs shall be representative of the complete work depicted in the pay application.
  - 4) Contractor shall provide the digital photograph files on CD, DVD or memory stick at the close out of the project or at intervals requested by the Architect. Files shall be .jpg format.
4. Identification: Accompanying each photo cd, provide an applied label with the following information:
  - a. Name of Project.
  - b. Name of person that took the photograph
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Date photograph(s) was(were) taken.
  - f. For each frame: Description of vantage point and indicating location, direction (by compass point), and elevation or story of construction.
5. Photographer will be required to employ digital imaging methods for daily documentation of the work progress using a high quality camera apparatus with capability of high resolution photography.
  - a. Further, the contractor shall employ a means of recording all photographs onto a writable compact disc for archiving.
  - b. Contractor shall provide to the Architect new photographs on flash drive at the end of each specified interval.
  - c. Additionally, the contractor shall employ means of on-site communication with the Architect via internet e-mail by which means photographs can be sent to the Architect for review, discussion, and coordination of on-site issues during the work progress.
- D. Daily Construction Reports: Submit two copies at monthly intervals, at time of Application for Payment.
- E. Field Condition Reports: Submit two copies at time of discovery of differing conditions, impacting construction progress.
- F. Special Reports: Submit two copies at time of unusual event, discovery of uncovered existing construction conditions.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following applicable information concerning events at Project site:
  - 1. List of separate contractors at Project site.
  - 2. Work under construction.
  - 3. High and low temperatures and general weather conditions.
  - 4. Meetings and significant decisions.
  - 5. Stoppages, delays, shortages, and losses.
  - 6. Construction Change Directives received.
  - 7. Services connected and disconnected.
  - 8. Equipment or system tests and startups.
  - 9. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.4 SPECIAL REPORTS

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

## PART 3 –EXECUTION (Not Applicable)

END OF SECTION 01320 – CONSTRUCTION PROGRESS DOCUMENTATION

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SECTION 01350  
SPECIAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. The Van Zandt County Courthouse and its surrounding courthouse square property are an historic building and site. The property is listed as a Registered Texas Historic Landmark and listed on the National Register of Historic Places. The General Contractor and all sub-contractors shall take special precautions to protect all surfaces from damage caused by any operations under this contract. Similarly, the General Contractor and sub-contractors shall be fully responsible for all personnel on the site in terms of protecting and maintaining the historic integrity of the Project property.

1. This program is being administered under the auspices of the Texas Historic Courthouse Preservation Program as managed by the Texas Historical Commission (THC).
  - a. Texas Historical Commission  
P. O. Box 12276 (78711)  
108 W. 16th, 2nd Floor.(78701)  
Austin, Texas (see zip above) 512/463-6094
2. Unless noted otherwise, or otherwise directed, the contractor/subcontractor are to consider all structures on the site as historic.
3. The project is a restoration project; do not disturb sound materials or assemblies found on site unless specifically directed by the construction documents to remove, demolish, or otherwise alter. Original elements to be removed salvaged, and reused/reinstalled shall be removed carefully, labeled as to location of origin, and safely stored until time of reinstallation.
4. All procedures, methods and operations used in the work shall conform to the *Secretary of the Interior Standards for the Treatment of Historic Properties* as promulgated by the Texas Historical Commission for the Texas Historic Courthouse Preservation Program (THCPP).
5. The Construction Manager shall immediately notify the Owner and Architect upon discovery of heretofore unknown historic conditions, assemblies or materials.

B. DEFINITIONS

1. Pursuant to the historic nature of this project, the following definitions of terms as taken from the Texas Administrative Code, Title 13, Cultural Resources, Part 2, Chapter 12 Texas Historic Courthouse Preservation Program are offered here:
  - a. Restoration. Means the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restored period. (As defined by the Secretary of the Interior's Standards for the Treatment of Historic Properties (1995 edition, or as revised).

- b. Reconstruction. Means the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location. (As defined by the Secretary of the Interior's Standards for the Treatment of Historic Properties (1995 edition, or as revised).
    - c. Preservation. Means the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. (As defined by the Secretary of the Interior's Standards for the Treatment of Historic Properties (1995 edition, or as revised).
    - d. Rehabilitation. Means the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. (As defined by the Secretary of the Interior's Standards for the Treatment of Historic Properties (1995 edition, or as revised).
  - 2. In addition to the above definitions:
    - a. Match Existing: Provide new materials to match the visible existing materials under consideration to the closest extent possible.
    - b. Match Original: Similar to Match Existing but specifically directed toward documented materials or assemblies identified as original to the building, either observation of extant evidence or ascertained through records, photographs or other documentation. Original materials are those installed in the building at the time of its initial (original) construction or at the time established as the restoration era for the purposes of the THCPP and as established in the Preservation Master Plan report.
- C. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures of the work relative to the historic nature of the building and the site.
  - 2. General protection requirements.
  - 3. Special protection requirements.
  - 4. Special procedures related to the discovery of historic or archeological findings.
  - 5. Special site access requirements:
    - a. Public access during the project.
    - b. Maintenance of required exits from the building throughout the project.
    - c. Provision of temporary accessibility measures for the handicapped.
  - 6. Special site security measures:
    - a. Site security fence,
    - b. Special measures for public safety.
  - 7. Special site landscaping coordination measures.
- D. Each contractor/subcontractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to contractor/subcontractors who have expertise in special areas.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the contractor/subcontractor's Construction Schedule.
  - 2. Division 1 Section "Project Closeout" for coordinating Contract closeout.

### 1.3 COORDINATION

- A. Coordination: Each Contractor/subcontractor shall coordinate its construction operations with those of other contractor /subcontractors and entities to ensure efficient and orderly installation of each part of the Work relative to the special procedures outlined in this section. Each contractor/subcontractor shall coordinate its operations with operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractor/subcontractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  
- B. If necessary, 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, special notifications regarding the historic or archeological nature of the work, or of the findings as defined.
  - 1. Prepare similar memoranda for Owner and separate Contractor/subcontractors if coordination of their Work is required.

### 1.4 SPECIFIC REQUIREMENTS - SCHEDULING AND SAFETY PLAN

- A. The City of Canton has determined that the issuance of a building permit will be predicated on the approval of a Scheduling and Safety Plan to be prepared by the Contractor/subcontractor and submitted to the Owner, the Architect and the City of Canton.
- B. The Scheduling and Safety Plan shall fully address the following issues:
  - 1. Building Egress:
    - a. Occupancy or vacancy of the Courthouse offices and other spaces where windows are being repaired may require clearing for a brief time during the construction period.
  - 2. Site Security:
    - a. The contractor/subcontractor shall be required to install a barrier construction fence around the designated section of the work area; maintain throughout timeframe of the repair project.
    - b. Contractor/subcontractor may be required to modify the barriers during the course of the project as required to properly coordinate with the varying scheduling requirements noted below.
    - c. All areas of work shall be designated as off limits to the public. All areas of work to be designated as Hard Hat Area(s).
    - d. All use of the public right of way shall be coordinated with the City of Canton for all use permits and fees.
    - e. All uses of the adjoining rights of way shall be coordinated with both the City of Canton and the TxDOT office for all aspects of traffic related safety including but not limited to:
      - 1) Barricades as required for any aspect of the work that requires usage of the adjoining rights of way,
      - 2) Provision and maintenance of traffic safety procedures including flagmen for any moving equipment, truck access, off-loading of materials or equipment, or other temporary use of rights of way.

3. Building Entrance Safety:
  - a. Contractor/subcontractor shall coordinate scaffolding operations (if any) with the maintenance of safe ingress and egress routes for the construction personnel throughout the project.
  - b. Coordinate the scheduling of operations for the various parts of the project with the scaffolding issues.
4. Building Entrance Safety - Temporary Usage:
  - a. The provisions of building entrance safety as it relates to scaffolding and maintenance of safe means of ingress and egress shall be maintained during these events.

#### 1.5 SPECIAL ADMINISTRATIVE PROCEDURES:

- A. In the event that features, materials, or artifacts, either architectural or archeological in nature are discovered or uncovered during the execution of the work, proceed accordingly:
  1. Halt work in the immediate area; do not disturb the area of the discovery until the Owner or the Owner's representative has had the opportunity to observe, review, and evaluate the found materials.
  2. The Owner reserves the right to document, or have documented by a qualified professional, the location, surrounding conditions, and any other pertinent circumstances relative to the found materials.
  3. Any time lost due to the intervening procedures noted above being implemented shall be a condition for which the time of the contract may be extended. The contractor/subcontractor shall initiate documentation procedures immediately upon the uncovering or discovery event and shall maintain said documentation pertinent to the specific issue regarding the uncovered or discovered materials.
  4. All costs for the excavation or further uncovering of the uncovered or discovered materials shall be borne by the Owner.
  5. All costs for the salvaging of uncovered or discovered materials shall be borne by the Owner.
  6. All costs for the documentation of the uncovered or discovered materials or related conditions shall be borne by the Owner.
  7. The Owner reserves the right to retain possession and ownership of the objects, artifacts, and historically or archeologically significant materials, other than normal building or site construction materials, discovered throughout the project.

#### 1.6 SPECIAL OPERATIONAL PROCEDURES:

- A. Protection Issues: Protect all existing finishes, features, components, assemblies of an architectural or historic nature designated to remain in place, to be reused, or to be removed, stored, labeled, and reused.
- B. Salvage Issues: All existing features, components, assemblies noted to be removed and delivered to the Owner shall be carefully removed as to avoid all damaged, safely stored on site until the Owner can remove from the site.
- C. General Protection Procedures Issues: exercise extreme caution in removing historic elements or removing items, materials, etc. from historic substrates that are scheduled to remain.

1. Unbolt any originally bolted connections.
2. Unscrew any originally screwed connections.
3. Do not pry apart members whose finish will thereby be damaged by chipping, crazing, flaking, or cracking, or whose structural integrity will thereby be impaired or compromised.
4. Do not remove nails from the finished or exposed side of woodwork. Drive nails through or pull from the back so that the head does not splinter the finished face.

#### 1.7 SPECIAL LANDSCAPING MANAGEMENT REQUIREMENTS

- A. Prior to the commencement of the work, the contractor/subcontractor shall carefully remove any plantings indicated to be removed and salvaged on the site demo plan and deliver to the Owner for replanting elsewhere.

#### 1.8 SPECIAL COORDINATION REQUIREMENTS FOR ADJOINING RIGHTS OF WAY (R. O. W.) - City of Canton

- A. The R.O.W.s directly adjacent to the Courthouse Square are the City of Canton's jurisdiction.
- B. The contractor/subcontractor for the Courthouse Restoration Project is required to contact the City of Canton to fully coordinate all issues surrounding this project as they may affect or impact the use of city street Rights of Way.

#### 1.9 STATE ARCHAEOLOGICAL PERMIT

- A. A request for STATE ARCHAEOLOGICAL PERMIT in Accordance with Section 106: Determination of No Adverse Affect has been issued by the Texas Historical Commission. Copies of this permit will be made available to the contractor/subcontractor for review and coordination use as needed.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01350 – SPECIAL PROCEDURES

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SECTION 01450  
TESTING LABORATORY SERVICES

PART 1 - GENERAL

- 1.1 SCOPE: Perform laboratory testing, inspection, and services specified.
- 1.2 SUBMITTALS: Detailed reports to Owner, Architect, and Contractor.

PART 2 – PRODUCTS (Not Applicable.)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01450 – TESTING LABORATORY SERVICES

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SECTION 01505  
TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in the General Conditions and other contract documents. These requirements have been included for special purposes as specified. 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 the Architect that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not necessarily limited to, utility services, construction facilities, security/protection provisions, and support facilities.

1.2 QUALITY ASSURANCE

- A. General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements and with applicable local industry standards for construction work (published recommendations by local consensus “building councils”).
- B. ANSI Standards: Comply with applicable provisions of ANSI A10 Series standards on construction safety, including A10.3, A10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.16, A10.17, A10.18, A10.20, and A10.22.
- C. NFPA Code: Comply with NFPA Code 241 “Building Construction and Demolition Operations.”
- D. Conservation: Install and operate temporary facilities and perform construction activities in manner which reasonably will be conservative and avoid waste of energy and materials, including water.

1.3 JOB CONDITIONS

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time; when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain, and protect temporary facilities in a manner, and at locations, which will be safe, non-hazardous, sanitary, protective of persons and property, and free of deleterious effects. Keep site clean of all debris and perform a weekly thorough clean-up of the entire site.
- C. The Contractor shall be required to install a 6’ high chain link construction fence around the perimeter of the work area to be maintained in good condition throughout the project. Modify the fence perimeter during the course of the project as required to properly coordinate with the varying scheduling requirements.

- D. The contractor/subcontractor's proposed utilization of the site, location of temporary facilities and parking, site access routing, and work required beyond the project enclosure fence shall be coordinated with the Owner.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY UTILITY SERVICES

- A. The types of services required include, but are not necessarily limited to, water, sewerage, surface drainage, electrical power, and telephones. Connect to existing franchised utilities for required hook-ups and distribution and comply with service companies' recommendations on materials and methods or engage service companies to install services. Locate and relocate services as necessary to minimize interference with construction operations.
- B. The Contractor/subcontractor shall make all arrangements with the Owner and local electric company for temporary electrical service; provide all equipment necessary for temporary power and lighting; pay all charges for the equipment, the installation of same, and for current consumed during construction operations.
- C. Temporary Water: The Contractor/subcontractor shall provide all water for construction purposes. The Contractor shall make the necessary arrangements with the City Water Department and incur all expenses.
- D. Temporary Power: Provide service with ground-fault circuit interrupter features, activated from each circuit of 20-amp or less rating.
- E. Metering: Provide meters for water and electrical power services.
- F. Temporary Telephone Services: The Contractor/subcontractor shall provide and maintain (at his expense) a temporary telephone service at the project site for the use of his personnel and the Architect's representative.

### 2.2 TEMPORARY CONSTRUCTION FACILITIES

- A. The types of temporary construction facilities required include, but are not necessarily limited to, water distribution, drainage, enclosure of work, heat, ventilation, electrical power distribution, lighting, and hoisting facilities. Provide facilities reasonably required to perform construction operations properly and adequately.
- B. Water Distribution: Provide as necessary for construction. Pipe to roof level and provide hose lengths sufficient to reach entire area of construction work, not less than 3/4" hose size. Prevent freezing of water distribution by either prompt drainage after each use, or by suitable protection. Maintain 30 psi minimum water pressure at hose outlets, by temporary pumping where necessary.
- C. Enclosure: Provide temporary enclosure where reasonably required to ensure adequate workmanship and protection from weather and unsatisfactory ambient conditions for the work, including enclosure where temporary heat is used.

- D. Heating: If available, use gas from a piped distribution system. If not available, heat with self-contained LP gas or fuel oil heaters, bearing UL, FM or other approval labels appropriate for application. Vent fuel-burning heaters and equip units with individual space thermostatic controls. Use electric resistance space heaters only where no other, more energy efficient type of heater is available and allowable. No open fires of any type will be permitted.
- E. Electrical Power: Provide weatherproof, grounded, power distribution system, sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, lighting, and start-up testing of permanent electric powered equipment prior to its permanent connection to electrical system. Provide overload protection. Locate multiple outlets (not less than 4-gang) at construction, spaced so that entire area of construction can be reached by power tools on a single extension cord of 100' maximum length.
  - 1. Supply power for electric welding, if any, from either temporary power distribution system or by engine-driven power generation sets, at Contractor/subcontractor's option.
- F. Lighting: Provide sufficient temporary lighting to ensure proper workmanship everywhere by combined use of daylight, general lighting, and portable plug-in task lighting. Provide general lighting with local switching which will enable energy conservation during periods of varying activity (work-in-progress, traffic only, security check, lock-up, etc.). Insufficient lighting during material installation will not be a consideration for rejection of work.

### 2.3 SECURITY/PROTECTION PROVISIONS

- A. The types of temporary security and protection provisions required include, but are not necessarily limited to, barricades, warning signs/lights, building enclosure/lockup, environmental protection, and similar provision intended to minimize property losses, personal injuries, and claims for damages at project site. Such temporary protection shall conform to the requirements of the applicable City Ordinances.
- B. Building Enclosure and Lockup: As may be required, coordinate with Owner's onsite representative regarding daily securing and locking of the building. At no time is the contractor to leave the premises without coordinating to ensure that provisions are in place to secure the premises.
- C. The Owner will not be held responsible for stolen, damaged or vandalized equipment or materials stored on site. The contractor is solely responsible for securing the site in its entirety and assumes all liability for damage or theft of purchased equipment and materials.

### 2.4 TEMPORARY SUPPORT FACILITIES

- A. The types of temporary support facilities required include, but are not necessarily limited to, field offices, storage sheds, fabrication sheds, stone storage yard, sanitary facilities, drinking water, first aid facilities, bulletin board, private and public telephones, clocks, clean-up facilities, waste disposal service, rodent/pest control, and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site, including Architect's/Engineer's personnel. Discontinue and remove temporary support facilities and make incidental similar use of permanent work of the project, only when, and in manner authorized by,

Architect/Engineer; and, if not otherwise required, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.

- B. Temporary Field Offices: Provide temporary office of not less than 100 square feet for the use of the Contractor and the Architect's field representative. The spaces shall be equipped with a desk, legal size four-drawer filing cabinet, plan table, two chairs, a direct line telephone, and shall be capable of being locked and secured. Contractor to coordinate usage of interior spaces for this purpose with the Owner's Representative.
- C. Sanitary Facilities: At Contractor's option, provide either piped (wet) toilet facilities or self-contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site. Provide piped (wet) wash facilities with hot water except during time when only earthwork and foundation work are in progress, wash facilities may be limited to wet type paper hand towels. Do not use Owner's existing facilities. Contractor's personnel shall remain within the confines of the work area.

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01505 - TEMPORARY FACILITIES

SECTION 01600  
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.
- B. Related Sections:
  - 1. Division 1 Section 01095 "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section 01300 "Required Submittals" specifies requirements for submittal of the Contractor's Construction Schedule and Submittal Schedule.
  - 3. Division 1 Section 01605 "Products and Substitutions" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes", "accessories", and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. Products: Items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.
  - 2. Named Products: Items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.
  - 3. Materials: Products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  - 4. Equipment: A product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

- A. Product List: Prepare a list showing products specified in tabular form acceptable to the Architect. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
  - 1. Coordinate product list with the Contractor's Construction Schedule of Submittals
  - 2. Form: Prepare product list with information on each item tabulated under the following column headings:
    - a. Related Specification Section number.
    - b. Generic name used in Contract Documents

- c. Proprietary name, model number, and similar designations.
  - d. Manufacturer's name and address.
  - e. Supplier's name and address.
  - f. Installer's name and address.
  - g. Projected delivery date or time span of delivery period.
- B. Completed List: Within 30 days after the date of commencement of the Work, submit the completed product list. Provide written explanation for omissions of data and for known variations from Contract requirements.
- C. Architect's Action: The Architect will respond in writing to the Contractor within 14 days of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architect's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

## 1.5 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- 1. When specified products are available from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- 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 that will be exposed to view in occupied spaces or on the exterior.
- D. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are 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 that 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.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  - 6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting structure.
  - 7. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
  - 1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
  - 2. Semi proprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated. No substitutions will be permitted.
    - a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal", comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
  - 3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristic required, with or without use of a brand or trade name, provide a product or assembly that provided the characteristics and otherwise complies with Contract requirements.
5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
  - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
6. Compliance with Standards, Codes, and Regulations: where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
7. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.
8. Visual selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.

## PART 3 – EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600 – MATERIALS AND EQUIPMENT

SECTION 01605  
PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. "Products" are defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products.
- B. "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work.
- C. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.)
- D. Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

1.2 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of work, provide products or materials of a singular generic kind and from a single source.

1.3 PRODUCT DELIVERY-STORAGE-HANDLING

- A. General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss (including theft). Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.4 WARRANTIES (GUARANTEES)

- A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 9 or these specifications:
  - 1. Special Project Warranty (Guarantee): A warranty specifically written and signed by the Contractor for a defined portion of the work and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
  - 2. Specified Product Warranty: A warranty which is required by contract documents to be provided for a manufactured product incorporated into the work, regardless of whether manufacturer has published a similar warranty without regard for specific incorporation

- of product into the work or has written and executed a special project warranty as a direct result of contract document requirements.
3. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section), but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.
  4. Refer to individual sections of Divisions 2 through 9 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).
  5. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from the following:
    - a. Unusual and abnormal phenomena of the elements.
    - b. The Owner's misuse, maltreatment or improper maintenance of the work.
    - c. Vandalism after time of substantial completion.
    - d. Insurrection or acts of aggression including war.
  6. Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or which must be removed and replaced to provide access for correction of warranted work.
    - a. Consequential Damages: Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
  7. Reinstatement of Warranty Period: Unless specifically noted otherwise, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for a period of time starting on date of acceptance of replaced or restored work and ending upon date original warranty would have expired if there had been no failure.
  8. Replacement Cost, Obligations: Unless specifically noted otherwise, cost of replacing or restoring a warranted unit or product is Contractor's obligation, without regard for whether Owner has already benefitted from use through a portion of the anticipated useful service life.
- B. Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.
- C. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

## 1.5 GENERAL PRODUCT COMPLIANCE

- A. General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with.
- B. Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by the contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:
1. Single Product/Manufacturer Name: Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.
  2. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option, but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.
  3. "Or Equal": Where named products in specifications text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's/Engineer's approval (by change order) to provide an unnamed product.
  4. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is the Contractor's option.
  5. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
- C. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
- D. Visual Matching: Where matching an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily shall be made by the Architect. Where no product within specified cost category is available which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning "substitutions" and "change orders" for selection of a matching product outside established cost category, or of a product not complying with requirements.
- E. Visual Selection: Except as otherwise indicated, where specified product requirements include ". . . as selected from manufacturer's standard colors, patterns, textures. . ." or words of similar effect, the selection of manufacturer and basic product (comply with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include ". . . as selected from standard colors,

patterns, textures available within the industry. . .”, or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect’s selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

## 1.6 GENERAL PRODUCT REQUIREMENTS

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for complete installation and for intended use and effect.
1. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.
  2. Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
- B. Nameplates: Except as otherwise indicated for required approval labels, do not permanently attach or imprint manufacturer or producer’s nameplates or trademarks on exposed surfaces of products which will be exposed to view on exterior of work.
1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which is not conspicuous.
- C. Asbestos: No products containing asbestos shall be installed in this facility. Each manufacturer shall provide certification literature to the Architect/Engineer/Owner, for each of their respective products/materials to be installed, verifying that each is 100% free of asbestos. Literature shall be provided well in advance of installation. No material or installation payments will be made unless the certification literature has been submitted to the Architect/Engineer/Owner. The Owner will have laboratory tests performed on representative samples of materials. Any product found to contain asbestos shall be removed immediately at the Contractor’s expense and replaced with 100% asbestos-free products with accompanying certification.

## 1.7 SUBSTITUTIONS

- A. General
1. The requirements for substitutions do not apply to specified Contractor options on products and construction methods.
  2. Revisions to contract documents, where requested by Owner or Architect/Engineer, are “changes”, not “substitutions”.
  3. Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract documents and are not subject to requirements for substitutions as specified herein.
  4. Contractor’s determination of and compliance with governing regulations and orders issued by governing authorities do not constitute “substitutions”, and do not constitute a basis for change orders, except as provided for in documents.
  5. All other requests by the Contractor for changes in products, materials and methods of construction required by contract documents will be considered requests for “substitutions” and are subject to requirements hereof.

B. Requests for Substitutions Prior to Award of Contract:

1. Requests for substitutions of material, products, and equipment will be considered by the Architect/Engineer provided such requests for substitution are received in writing at the office of the Architect/Engineer not later than 15 days prior to the date established for the receipt of bids.
2. It shall be the responsibility of the Bidder to provide a clear, well-documented, and easily referenced presentation of all comparison data and physical samples relating to any request for substitution. Time constraints and the quantity of materials will not allow the Architect to research or perform any extensive comparison work relating to requests for substitution.
3. All substitute materials, products, or equipment which are acceptable to the Architect will be listed in an addendum which will be distributed to all plan holders of record.
4. Requests for substitution which are deemed by the Architect to be incomplete or unacceptable will not be acted upon.

C. Requests for Substitutions After Award of Contract:

1. After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified, under the following conditions:
  - a. The request for proposed substitution shall be submitted within 30 days after award of the Contract. All requests submitted after expiration of this time limit shall be accompanied by a letter from the manufacturer certifying that the specified product(s) is no longer available.
  - b. The request shall be accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.
  - c. The request shall be accompanied by accurate cost data on the proposed substitution detailing the reduction to the Contract Sum if the substitution is accepted.
  - d. Extensive revisions to contract documents shall not be required and changes shall be in keeping with general intent of contract documents.
  - e. One or more of the following conditions shall be satisfied in the judgment of the Architect.
    - 1) Request is directly related to an "or equal" clause or other language of same effect in contract documents.
    - 2) Required product material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
    - 3) Required product material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial noncompliance which are not possible to overcome otherwise except by making requested substitution. In requesting the substitutions, Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-

- compliance as claimed.
- 4) Required product material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
  - 5) Substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.
- f. A request for substitution not meeting the above conditions will be returned without action having been taken, except to record non-compliance with the requirements.
- g. Requests for substitution, when forwarded by the Contractor to the Architect in accordance with the conditions described above, are understood to mean that the Contractor:
- 1) represents that he has personally investigated the proposed substitute product and determine that it is equal or superior in all respects to that specified;
  - 2) will provide the same guarantee for the substitution that he would for that specified;
  - 3) certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes the Architect's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently become apparent; and
  - 4) will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
- h. Substitutions will not be considered if:
- 1) they are requested after expiration of specified time limit;
  - 2) they are indicated or implied on shop drawings submissions without the formal request required above; or
  - 3) for the implementation they require a substantial revision of the contract documents in order to accommodate their use.
2. All requested substitutions for products, materials, assemblies that have the potential for affecting the quality or historic character and integrity of the project and building will be additionally reviewed by the Texas Historical Commission Authorized Representative.
- a. The contractor shall ensure that the submittal of substitution or change requests that include products, materials, assemblies that have the potential for affecting the quality or historic character and integrity of the project and building shall be submitted in a timely manner so as to facilitate the review by the THC without negatively affecting the overall schedule.

## END OF SECTION 01605 - PRODUCTS AND SUBSTITUTIONS

SUBSTITUTION REQUEST FORM

PROJECT: \_\_\_\_\_ ARCHITECT'S PROJECT NO. \_\_\_\_\_

To: \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_

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Contractor hereby requests acceptance of the following product or system as substitution in accordance with provisions of section 01605 of the Specifications:

1. SPECIFIED PRODUCT OR SYSTEM:

Substitution request for: \_\_\_\_\_

Specification Section No: \_\_\_\_\_ Article: \_\_\_\_\_

2. SUPPORTING DATA:

\_\_\_\_\_ Product data adequate for evaluation for the request for proposed substitution is attached (description of product, reference standard, performance and test data, specifications, drawings, photograph).

\_\_\_\_\_ Sample is attached.

\_\_\_\_\_ Sample will be sent upon request.

3. QUALITY COMPARISON:

	SPECIFIED PRODUCT	SUBSTITUTION
Name, brand	_____	_____
Manufacturer	_____	_____
Model No.	_____	_____
Vendor	_____	_____
Warranty	_____	_____
Significant Variations	_____	

(Attach additional sheet if necessary)

4. REASON FOR SUBSTITUTION REQUEST:

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

5. EFFECT OF SUBSTITUTION:

Does the proposed substitution affect other work (adverse or otherwise)?

No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, explain)

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

Substitution changes contract time: No \_\_\_\_\_ Yes \_\_\_\_\_ Add/Deduct Days \_\_\_\_\_

Savings/Credit to Owner \$ \_\_\_\_\_ Extra Cost to Owner \$ \_\_\_\_\_

6. CONTRACTOR'S STATEMENT OF COMFORMANCE OF PROPOSED SUBSTITUTION:

I/we have investigated the proposed substitution and (a) believe that it is equal or superior in all respects including function, appearance and quality to specified product, except as stated above, (b) will provide same warranty and servicing requirements as specified for specified product, (c) have included complete cost data and implications of the substitution, (d) will pay for changes to the building design, including any additional A/E fees, and special inspection costs caused by the use of this product, (e) will coordinate the incorporation of the proposed substitution in the work and (f) waive future claims for added cost to Contract caused by the substitution.

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

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ARCHITECT'S REVIEW AND ACTION

\_\_\_\_\_ Substitution is Accepted

\_\_\_\_\_ Substitution is accepted with the following comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Substitution is Rejected

\_\_\_\_\_ Resubmit and provide additional information

Architect \_\_\_\_\_ Date: \_\_\_\_\_

SECTION 01700  
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 PROJECT CLOSEOUT

- A. The Contractor shall give the Owner, the Architect and the Texas Historical Commission Authorized Representative at least ten days' advance notice of the date when the work will be substantially complete and ready for inspection.
  - 1. The Texas Historical Commission Authorized Representative shall be invited to attend the review of the project upon notification to the Architect of Substantial Completion status. The THC Authorized Representative shall advise the Architect and Owner on matters of completion of the project in terms of satisfaction of the requirements of the Texas Historical Commission
- B. If, in the opinion of the Owner, THC and Architect, the project is indeed substantially complete, he will then schedule a walk-through inspection to take place within ten days following receipt of the contractor's notification.
- C. The Contractor will inspect the project for compliance with the requirements of the Contract Documents. He will prepare a "punch list" of all deficiencies and submit to the Architect a comprehensive list of those items to be completed or corrected. This list is made a matter of record and serves as a guide for the Contractor when correcting the deficiencies.
- D. The "punch list" will be provided to the Owner, Architect and the THC for review seven days prior to the final walk-through date. The Owner's representative, along with the Architect or Architect's representative will verify all punch list items are completed and add any additional items found during this walk-through period. The delivery of the punch list to the Contractor shall not be construed as an acceptance of work not performed nor shall the "punch list" be construed as limiting the work to be performed pursuant to the Contract.
- E. Additional deficiencies which may be discovered subsequently by the Architect or Owner's Representative shall be corrected in accordance with the terms of the Contract.
- F. The Contractor's attention is directed to the General Conditions of the Contract for Construction and Supplementary Conditions for correction of defective work and additional closeout instructions.
- G. Final Inspection will be made by the Architect and Owner within ten days after receipt of contractor's written notice that all deficiencies have been corrected, and that all work required as a part of the Contract has been completed.

1.2 MANUALS

- A. Deliver to the Owner upon substantial completion of the work two copies of maintenance and instruction manuals for all operating equipment items incorporated in this work, if applicable. The maintenance and instruction manuals shall include copies of all warranties and guarantees referred to below, and manufacturer's data reports.

- B. The Contractor will provide documentation that the Owner or the Owner's Representative has been briefed on the operations of any equipment items incorporated into this work; the instruction manual has been reviewed and the contact information provided in the event there is any equipment failure.

### 1.3 WARRANTIES AND GUARANTEES

- A. All original written warranties and guarantees required by the various sections of the specifications shall be compiled by the contractor into a single bound volume, indexed and catalogued for reference and retrieval. This bound volume shall be delivered to the Owner upon substantial completion of the work.
- B. Together with the warranties and guarantees, the contractor shall furnish a complete list of subcontractors, material suppliers, and special fabricators for the mechanical and electrical portions of the work. This list shall include the company name, address, and telephone number, the name of the person to contact, and a list of the items furnished by each subcontractor, material supplier, and fabricator.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01700 - PROJECT CLOSEOUT

SECTION 01710  
FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.
- B. The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 – Temporary Facilities.

1.2 SECTION INCLUDES

- A. Final cleaning of project and related site work.

1.3 DESCRIPTION

- A. Execute cleaning prior to inspection for Substantial Completion of the Work.

PART 2 - PRODUCTS

2.2 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by Manufacturer of material being cleaned.

PART 3 - EXECUTION

3.1 CLEANING

- A. In addition to removal of debris and cleaning specified in other sections, clean interior and exterior exposed-to-view surfaces.
- B. Remove temporary protection and labels not required to remain.
- C. Clean finishes free of dust, stains, films and other foreign substances.
- D. Clean transparent and glossy materials to a polished condition; remove foreign substances.
- E. Polish reflective surfaces to a clear shine.
- F. Clean surfaces of equipment; remove excess lubrication.
- G. Clean light fixtures and lamps.
- H. Maintain cleaning until Final Completion.

- I. Remove waste, foreign matter, and debris from roofs, gutters, area ways, and drainage systems.
- J. Remove waste, debris, and surplus materials from site. Clean grounds: remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

END OF SECTION 01710 - FINAL CLEANING

SECTION 01720  
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1- General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in General Conditions, maintain at the site one record copy of:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Field test records.
  - 7. Inspection certificates.
  - 8. Manufacturer's certificates.
- B. Store Record Documents and samples in Field Office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Label and file Record Documents and samples in accordance with Section number listings in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and samples available for inspection by Architect.

1.4 RECORDING

- A. Record information on a set of full-size blackline opaque drawings, and in a copy of the Project Manual.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
- C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

- D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including
1. Measured horizontal locations for water, storm drainage, and sanitary sewer drainage piping and measured horizontal and vertical locations for all other underground utilities, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
  3. Field changes of dimension and detail.
  4. Changes made by Modifications.
  5. Details not on original Contract Drawings.
  6. References to related shop drawings and Modifications.
- E. Other Documents:
1. Maintain manufacturer's certifications, inspection certifications, field test records, and other documents required by individual Specifications sections.
  2. Sitework documentation: In addition to the requirements above, the contractor shall provide the following documentation and recording of the sitework to expressly and accurately record all the underground improvements constructed in this Phase One of the Courthouse restoration work.
    - a. Provide the services of a registered licensed surveyor to survey accurately the locations and depths (flow line/inverts) of all underground improvements provided under this contract.
    - b. Additionally, in conjunction with the above, confirm locations of all existing underground improvements, both those remaining in use and those abandoned as part of the site work programs.
    - c. Record all the above on a new AutoCAD-based drawing (No older than version 2009); deliver four copies of same to the Owner and Architect on compact disk. Deliver four hard (bond paper) copies to the Architect; paper copies shall bear the original seal and signature of the surveyor and/or seal of the surveying firm.

## 1.5 SUBMITTALS

- A. At Contract closeout, deliver Record Documents and samples under provisions of Section 01701.
- B. Transmit with cover letter in duplicate, listing
1. Date.
  2. Project title and number.
  3. Contractor's name, address, and telephone number.
  4. Number and title of each Record Document.
  5. Signature of Contractor or authorized representative.
- C. Deliverables:  
Transmit with cover letter:
1. Marked set of the original blackline drawings and marked set of the original Project Manual (1.4, A)
  2. Four sets of CDs or DVDs with full sets of documents listed in 1.3,A above; each CD or DVD will contain:
    - a. full set of scanned drawings at full size in .PDF format,

- b. Full set of scanned Project Manual in .PDF format; each section shall be a separate PDF file.
  - c. Sitework documentation files per 1.4, E above.
  - d. Full set of Construction Progress Photos (.jpg format) per specification section 01320 – Construction Progress Documentation. (Note: only one CD or DVD required; send to the Architect).
- D. Organize the documentation on the CD or DVD in order that the user can easily access the documentation. Use the following format to store the information:
- 1. Provide a main folder with the project name,
  - 2. Provide a subfolder for each document type (i.e., Drawings, Specifications, etc.),
  - 3. File name for each file shall reflect the content of that file (A101.pdf for drawing A1.01; “01720 Project Record Document.pdf” for specification section 01720).
  - 4. Provide subfolders under each file type to separate file types under each category as needed.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Changes and modifications are to be accurately posted to the hard copy of documents as they occur; make daily entries. Do not postpone these operations to the end of the Project.
- B. The Architect and the Owner will review the Record Documents on a monthly basis to ensure compliance with this requirement.
- C. The Architect will not certify and release the Application for Final Payment until the Record Documents have been reviewed and approved by the Architect.

END OF SECTION 01720 - PROJECT RECORD DOCUMENTS

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SECTION 01730  
EXAMINATION AND DISCOVERY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes, but is not limited to, a description of the process for examining specific historical elements of the existing building to determine the actual quantity of work to be demolished, salvaged, refurbished or restored upon which the unit costs determined in section 00300 Bid Form will be applied and the contract sum amended accordingly.
- B. No work other than what is stated in this section may commence until a “Notice to Proceed” (NTP) is issued by the Owner, Texas Historical Commission (THC) and the Architect.
- C. A “Notice to Proceed” (NTP) for the work stated in the balance of the contract documents will not be issued until all parts of this section are satisfied.
  - 1. Exception: The Owner, THC and Architect may release portions of the work stated in this project for early start if it is determined such work will not interfere with the requirements stated in other areas delineated in this section.

1.3 RELATED DOCUMENTS

- A. Include, but not limited to:
  - 1. Section 00210 - Supplementary Instructions to Bidders
  - 2. Section 00300 – Bid Form
  - 3. Section 01740 – Selective Demolition
  - 4. Section 08591 – Metal Window Restoration

1.4 EXAMINATION AND DISCOVERY PERIOD

- A. Prior to commencing demolition as specified in other specification sections and indicated on the drawings, the contractor shall conduct an examination and discovery survey of the items listed in this section.
- B. The contractor shall use all available and appropriate methods and/or equipment to determine the condition of each listed item and upon completion submit the documentation required by this section.
- B. The contractor shall conduct the work stated in this section within the duration submitted with the accepted bid proposal and construction schedule.

## 1.5 SURVEY ITEMS

### A. Windows: (8.00)

1. Proceed in conjunction with Section 00300 Bid Form – Attachment A
2. Post bid examination, proceed with removal of windows as scheduled on the drawings.
3. After further evaluation subsequent to window removal and testing, submit an updated Attachment A survey showing the breakdown of repairs required to restore windows to their original condition for approval by the Owner, THC and Architect.

### B. Hardware: (9.00)

1. Proceed in conjunction with Section 00300 Bid Form
2. Post bid examination, proceed with removal of all hardware as scheduled on the drawings and specified elsewhere.
3. After further evaluation subsequent to removal and testing, submit an updated survey showing the breakdown of repairs required to restore all to their original condition or quantity of units to be replicated for approval by the Owner, THC and Architect.

## 1.6 GENERAL

- A. During the Examination and Discovery period, the project Conservator will conduct a final review and confirmation of the original finishes and materials. That final report will serve to update the information provided in the bid documents.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

### 3.1 PROTECTION

- A. Protect all existing historic components during construction from damage or dirt infiltration.
- B. Refer to each component’s individual specification section for additional protection notes.

END OF SECTION 01730 - EXAMINATION AND DISCOVERY

SECTION 01740  
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Removal and/or protection of existing materials, and equipment items designated to be reused in this project or salvaged to the Owner and not specifically included as part of work under other specification sections.
  - 1. Reinstallation of existing masonry, fixtures, materials, and equipment items designated to be reused is part of the work that shall be performed as work of the proper construction specification section.
- B. Cutting, Coring and Patching:
  - 1. All necessary cutting, coring and patching work which is not a specific part of work under other sections of the specifications shall be a part of the work of this section.
  - 2. All openings in walls, floor, ceiling and roof deck which are not reused as a part of this project shall be closed with construction types and materials matching and blending into existing construction. This requirement shall apply to all openings of the building, whether existing or created by demolition work under this contract, and whether concealed or exposed in the completed construction.
  - 3. Existing wall, partition, floor, ceiling and roof openings which are reused as part of the work under this contract shall be resized as necessary by either accurate enlargement cutting or infilling with matching construction to produce the proper clear opening size, or a tight fit around the penetrating item.
    - a. Cutting and removing masonry walls and/or concrete floor slabs, walls and decks.

1.3 COORDINATION OF THE WORK

- A. It is the purpose of the documents to indicate the general work areas and to illustrate the various types of existing construction to be expected as a part of this project. The various drawn documents are complimentary and in no way are intended to divide, separate, or to limit the Contractor's work that is necessary to complete the project. The Contractor shall provide all necessary demolition, access, cutting, patching, reconstruction, and/or refinish work for all general construction, mechanical, electrical, plumbing, and site work without regard to the document on which the work is indicated, or as to which trade group may be involved.
- B. It is not the purpose of the documents to be a definitive source of information as to all of the existing building and site conditions, locations, sizes, and/or the extent of all necessary work; or as to limiting or restricting in any way the work necessary to complete each and every step in the demolition, preparation, reconstruction, and finishing work necessary to produce the completed work required under this contract.

- C. Existing construction sizes, thicknesses and composition of are depicted in this project's documents according to the information available from previous construction record documents. Normal variations from these indicated sizes, thicknesses and composition are to be expected. These documents will be made available for Contractor's review at the Installation.
- D. The General Contractor shall be responsible for all demolition work necessary to complete the project. He may also subcontract and/or divide any portions of the work that he deems appropriate. All Contractors and suppliers for this project shall make such on site investigations and review of the previous construction record documents prior to submitting proposals as are necessary to assure the work that they propose to perform is complete in all respects.

#### 1.4 RELATED SECTIONS

- A. Additional demolition work and/or new construction work related to the necessary repair resulting from demolition work and infilling of existing openings, or openings created by demolition work, which is necessary to produce the completed construction configuration under this contract, is included within the respective trade and materials sections of the specifications. Other Sections which include demolition related work include, but not limited to:
  - 1. Section 01730, Examination and Discovery
  - 2. Section 02222, Excavating

#### 1.5 WORK SCHEDULING:

- A. The Contractor shall schedule, coordinate and sequence all demolition and removal work to ensure timely progress of operations, and completion of all work in accordance with the contract's time schedule. Provide proper coordination for shutoff, capping, and continuation of utility services as necessary, together with provisions for dust and noise control, and protection of existing construction to remain.
- B. Conduct demolition work so as to minimize interference with Owner's continuing operations within the building and use of adjacent site areas.

#### 1.6 JOB CONDITIONS

- A. Provide photographs and/or other acceptable documentation of existing conditions of the site and adjacent improvements, and the building's structure, finish surfaces, equipment, that might be misconstrued at final inspection as damage related to demolition and/or construction work under this contract. File documentation with the Owner's Representative prior to start of work.
- B. Conditions for demolition and construction work include, but are not limited to the following:
  - 1. The work of this project shall be scheduled by the General Contractor.
  - 2. The existing building's operations in all areas not occupied by the Contractor for work under this contract will continue at their regular daily schedules throughout the duration of this construction contract. All demolition and construction operations shall be scheduled so as to minimize disruption of, or interference with the continuing use, occupancy, access and operation of the existing facilities.

3. The Contractor shall keep the Owner's Representative advised of any anticipated changes in the work schedule within ten (10) days prior to the occurrence of such needed change, to permit adjustment of Owner's operations without adversely affecting their ability to function as necessary.
  4. In instances where the Owner must vacate an area prior to the Contractor initiating work, the Contractor's Schedule shall schedule and provide five (5) calendar days notice for the Owner to move and/or salvage furnishings and/or fixtures from the area.
- C. Condition of Structures: Owner assumes no responsibility for the actual condition of items or structures to be demolished at the time the Contractor acquires the area for work.
1. Conditions existing at time of Contractor's inspection for bidding purposes will be maintained by Owner insofar as practical consistent with the building's continuing operations. As a part of the work under this contract, the Contractor's proposal shall allow for minor variations within the building prior to start of his demolition work.
- D. Removal of Demolition Materials: The Contractor shall coordinate delivery of any designated Owner salvage items to the Owner's designated storage area. All other removed items not designated or otherwise necessary for reuse in this project shall be the property and responsibility of the Contractor to remove them from the site as work progresses. Contractor's salvaged items must be transported from the site as they are removed. Storage or sale of removed items on site will not be permitted.
1. Relics, antiques, and similar objects discovered during the demolition work, and not specifically designated as items to be salvaged by the Contractor, shall remain the property of Owner. Obtain proper directions from Owner's Representative regarding method of removal.
- E. Protections: It shall be the Contractor's responsibility to provide and maintain all required and/or necessary job safety conditions. Provide temporary barricades and other forms of protection necessary to protect all personnel from injury. Ensure safe passage of persons around and/or through areas of demolition and reconstruction. Conduct operations to prevent injury to any adjacent site improvements, buildings, structures, trees, other facilities, and persons.
1. It shall be the Contractor's responsibility to erect exterior temporary security fencing as well as enclosed and covered passageways as necessary for the safety of non-construction persons entering and exiting through construction areas, and otherwise for his own operations.
  2. Provide interior and exterior shoring, bracing, underpinning, or support as required to prevent movement, settlement or collapse of structures to be demolished and adjacent construction to remain.
  3. Protect all existing substrates that are to be reused or recovered as part of the completed project.
  4. During all demolition and reconstruction operations, protect from damage all site features to remain, as well as building exterior and interior existing finish work that are to remain as part of the completed project. Protect floors, walls, roofing and paving that is to remain as part of the finished construction with suitable coverings.
    - a. It shall not be the Contractor's option to provide cleaning and/or repair work in lieu of the required protection for existing construction and finishes to remain.

5. Provide all such temporary weather protection measures during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to ensure that no water leakage or damage occurs to roofing system, structure, interior areas and finishes of existing building.
  6. Remove protections at completion of work.
- F. Damages: Promptly repair any damage caused by demolition work to the satisfaction of the Architect.
- G. Traffic: Conduct and schedule selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Wherever possible schedule deliveries and removal operations at off-peak traffic hours.
  2. Obtain written permission from adjacent property owners and/or users when demolition equipment will traverse, infringe upon or limit access to their property.
  3. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.
  4. All surrounding streets: The contractor shall coordinate all aspects of managing the interface of this project and the work adjacent to the surrounding streets with the local Texas Department of Transportation (TxDOT) representative and City of Canton AHJ.
- H. Flame Cutting: Notify the Owner's Representative a minimum of 72 hours prior to flame cutting work. Follow all conventional precautions and those prescribed by the Local Officials. Do not use cutting torches for removal until work area is cleared of flammable materials. Maintain proper portable fire suppression devices at the locations of flame-cutting operations during the course of this work.
- I. Utility Services: Maintain existing utilities to remain in service and protect them against damage during demolition operations.
1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing. Provide for temporary utility services to occupied areas of the building during interruptions to building's utilities.
- J. Lighting: Provide all necessary temporary lighting for demolition work.
- K. Environmental Controls: Use temporary enclosures and other methods consistent with safe construction practices to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
1. Do not use water sprinkling within the building or along walkways being used by non-construction personnel.
  2. Provide erosion control barriers as necessary for exterior operations.
- L. Explosives: Use of explosives is not permitted.
- M. Do not burn or bury materials on site. Leave site in clean condition.

## 1.7 SUBMITTALS

- A. Demolition Documentation: Submit required documentation of the existing conditions of the site, building and adjoining facilities required under this section.
- B. Demolition Schedule: Submit the schedule of demolition work anticipated within the next 60 days, coordinated with the phasing plan.
  - 1. Submit updated 60 day demolition work schedule to the Owner's Representative monthly, and also when significant schedule changes develop between monthly submittals.
  - 2. Coordinate acquisition of the site and building areas necessary for this work with the building users through the Owner's Representative.

## 1.8 EXAMINATION AND DISCOVERY

- A. Refer to section 01730, Examination and Discovery for procedures and requirements for the initial duration of the demolition phase as it relates to examination of historic finishes and materials.

## 1.9 PROVISIONS

- A. The contract documents including drawings and specifications represent the overall intent of the building's design and in most cases do not show all components necessary to complete each and every construction assembly included in the project. The contractor shall include in his base price, all elements necessary, where detailed drawings or instructions are not provided, for the complete and finished installation of each and every component required to complete this project.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide all necessary materials for work under this section. Materials shall be both suitable for their intended use and durable enough to withstand the use and abuse to be expected for the duration of their service.
- B. Reuse of Materials: Demolished and/or used materials shall not be incorporated into this project's permanent construction unless specifically allowed and/or required by the documents, or specifically approved by the Owner's Representative as being necessary for continuity of an existing system.
  - 1. Where existing items are to be salvaged and reused in the project's completed construction, the Contractor shall coordinate an inspection of the subject items with the Owner's Representative prior to beginning demolition work, to determine and designate specifically which existing item(s) (of the possible several items to chose from) are to be reused.
  - 2. Designated existing items to be reused shall be carefully removed and suitably stored and protected until their reinstallation.

3. The Contractor shall document the existing items requirements for proper reinstallation and anchorage.
  4. Reinstallation of existing reused items shall be delegated by the General Contractor as deemed appropriate.
  5. Demolished materials and items may be reused for temporary purposes as the Contractor deems appropriate.
- C. Back fill material for exterior excavations and fill areas resulting from excavation work may be from material excavated from that area.
1. Where additional fill material is necessary for backfill locations, provide clean dry sand or other suitable backfill material acceptable to the Architect.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Schedule, coordinate and cooperate with other contractors in the planning and execution of demolition work.
- B. Discoveries: Should the demolition work reveal existing mechanical, electrical, structural and/or subgrade elements that conflict with intended function or design, and could not be reasonably foreseen to be encountered, the Contractor shall investigate and determine both nature and extent of the conflict. Submit report, including the Contractor's recommendation for resolution, to the Owner's Representative and Architect for consideration. The Contractor shall re-arrange the demolition activities schedule as necessary to continue overall job progress without delay during the decision process.

### 3.2 EXISTING FACILITY CONDITIONS

- A. Documentation: It shall be the responsibility of the Contractor to fully document the existing condition of all site areas designated for the Contractor's use, the building and site, haul route and the surrounding areas for future reference prior to beginning mobilization on site or any work therein.
  1. It shall be the Contractor's responsibility to substantiate that the areas adjacent to demolition and construction activities are undamaged by operations under this contract at the conclusion of the work under this contract.
- B. Promptly notify the Owner's Representative and Architect of significant hidden conditions discovered for supplementary directions and possible changes to the work before proceeding.

### 3.3 HAZARDOUS MATERIAL DEMOLITION

- A. Coordinate demolition work with sub contract hazardous material removal and disposal.
- B. Handling and disposal of any hazardous materials encountered during demolition operations shall comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

### 3.4 UNDERGROUND UTILITIES AND EXCAVATION

- A. Locations: The locations of any existing underground lines or devices indicated on the Drawings are based on the best available sources but shall be regarded as approximate only. Exercise extreme care in locating and identifying these lines before excavation in adjacent areas.
  - 1. Attention is directed to the possible existence of pipe and other underground improvements which may or may not be indicated on the Drawings. All reasonable precautions shall be taken to preserve and protect any such improvements.
- B. Identification: The Contractor shall be responsible for taking every reasonable step required to ascertain the exact locations of any existing (underground) utilities not specifically indicated on the drawings which may interfere with his operations in the area of work.
- C. Contractor shall make careful and thorough survey of the work and surrounding areas for any visible sign or indication of possible (underground) utilities or appurtenances thereto and shall coordinate the exact location of said utility with the proper authority prior to any excavation and ensuing damages or interruptions.
- D. When trenching operations may cross an existing utility path, no digging with mechanical equipment shall be performed within 10 feet of the crossing point until the utility is physically exposed by hand digging.

### 3.5 EROSION CONTROL

- A. The Contractor shall provide and maintain erosion and sedimentation (E/S) control of any exterior site areas. Provide erosion and sedimentation control devices such as, but not limited to, dikes, berms, silt fences, swales, grade stabilization structures, sediment traps, and/or other approved means to prevent sediment migration onto any paved areas. The Contractor shall conduct ongoing inspections of the E/S control methods and direct the Contractor to make such repairs and/or modifications as necessary to assure effective operation of the controls.

### 3.6 DEMOLITION PREPARATION

- A. Locate, identify, stub off, disconnect and remove underground utility services that are not to remain in service as part of the finished work.
- B. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
  - 1. If safety or stability of structure appears to be endangered, cease operations and notify the Owner's Representative immediately. Take precautions necessary to support structure until determination is made for continuing operations.

### 3.7 SHORING AND SUPPORT

- A. Provide proper shoring and support as the Contractor deems necessary or as required by regulation to temporarily support and/or stabilize earthwork or other construction during demolition and reconstruction operations.

### 3.8 DEMOLITION

- A. Pollution Controls: Use water sprinkling for exterior work, temporary enclosures where necessary for interior work. Provide other suitable methods as each condition may require to limit to the lowest practical level all dust and dirt arising and/or scattering from demolition operations. Comply with governing regulations pertaining to environmental protection.
1. Do not use water sprinkling within the building, or outside when it may drain onto areas outside this project's limits or create a hazardous or objectionable condition.
  2. Clean adjacent structures and improvement of dust, dirt, silt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start or work.
- B. Demolition: Demolish existing construction as required and remove it from site. Use such methods as necessary to complete work within recognized construction practices and within limitations of governing regulations.
1. Proceed with demolition in systematic manner. Provide proper receptacles for removal of demolished materials.
  2. Demolish masonry in small sections. Cut masonry at junctures with construction to remain using power-driven masonry saw or hand tools. Do not use power-driven impact tools. **(Note: this is not the same as the procedures for cutting out of mortar joints in preparation for repointing work. See specific sections on masonry restoration work).**
  3. Locate demolition equipment within the building and remove demolished materials so as to not impose excessive loads on roofs or to supporting walls, floors or framing.
- C. Cutting: Openings cut through existing concrete or masonry shall be made with masonry saws and/or core drills and at such locations acceptable to the Owner's Representative. Impact type equipment shall not be used except where specifically approved. Locations indicated on the drawings are for the general area at which the new openings shall occur. The Contractor shall verify the exact location to make the required openings on the job site. No cutting, boring through existing concrete structural beams or columns, or excavation which will weaken the structure shall be undertaken. Do not cut into structural items, columns, or beams without specific authorization.
1. The Contractor shall coordinate all requirements for, and provide openings in existing floors, walls, ceilings, or roofs for all necessary plumbing, mechanical, and/or electrical items whether such openings are specifically indicated on the demolition drawings or not.
  2. Provide proper light gauge framing for openings in stud type interior plaster or drywall walls.
  3. All new openings exposed to view in the finished construction shall appear in "as-new" condition as may be required by the materials involved. The opening shall match and blend into the remaining surrounding materials and/or finishes.
- D. Existing Openings: Where existing construction items are removed and deleted, and the resulting openings will not be reused, these openings shall then be closed and finished with matching materials and construction systems. All other existing openings that are reused shall be adjusted to the correct size for installation of the required construction work. Where these openings are reduced or closed, all new exposed surfaces shall be of matching material

type, and be textured and finished to match and blend into the existing adjoining surfaces, materials and/or finishes.

- E. Construction and Equipment Removal: Unless specifically required otherwise, where removal and deletion of existing construction and mechanical or electrical equipment, devices, or accessories is necessary, the Contractor shall also remove all associated mountings and attachments such as supports, hangers, bases, anchor bolts, and mounting pads. In all occupied areas, patch and refinish reconstructed demolition areas to match and blend into similar existing adjoining surfaces.
- F. Protection: During operations under this contract the Contractor shall preserve and protect all existing site features, construction, and all building surfaces and finishes that are to remain as a part of the completed project.
  - 1. It shall not be the Contractor's option to substitute repair and refinish work for neglecting this required protection.

### 3.9 FILLING DEMOLITION VOIDS

- A. Completely fill below-grade areas and voids resulting from demolition which are not otherwise designated for other reconstruction.
  - 1. Use satisfactory soil materials consisting of excavated material, soil, gravel, and sand, free from debris, trash, frozen materials, roots and other organic matter.
  - 2. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen material, trash and debris.
  - 3. Place fill materials in horizontal layers not exceeding 6" in loose depth. Compact each layer at optimum moisture content of fill material to a density equal to original adjacent ground.
  - 4. After fill placement and compaction, grade surface to receive scheduled paving, or to meet adjacent planting surface contours and to provide proper surface drainage flow.

### 3.10 SITE SURFACE RESTORATION

- A. Provide full sod coverage for all site grass planting areas disturbed by operations under this contract. Sod type to match existing grass species.

### 3.11 COMPACTION TESTING SERVICE

- A. The testing laboratory shall perform field density tests to verify required fill material compaction where directed by the Owner's Representative.
  - 1. Prior to beginning demolition work coordinate all expected demolition and backfill work with the Owner's Representative for determination and scheduling of the testing necessary.
- B. Additional Tests: The testing service will make additional tests of in-place compacted material after remedial re-compaction has occurred, when test results indicate specified compaction was not originally attained.
  - 1. Contractor shall pay for such additional tests conducted, and any other additional testing necessary, when unacceptable work is verified.

### 3.12 SALVAGE MATERIALS

- A. Salvage Items: Carefully remove all items designated to be salvaged or reinstalled as a part of the work. Deliver all designated salvage items not reinstalled into the work to the Owner's designated storage and obtain proper receipt.

### 3.13 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from the building site all excess excavated material, demolition debris, rubbish and other materials resulting from demolition operations, transport from the job site regularly to avoid accumulation of debris and legally dispose of off of the site.
  - 1. Handling and disposal of any hazardous materials encountered during demolition operations shall comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

### 3.14 CLEAN-UP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and any remaining demolished materials from site. Remove protections and leave interior work areas broom clean.
  - 1. Properly restore all elements of the existing construction and/or surfaces which are to remain as part of the finished work, to their original condition prior to start of operations.
  - 2. Repair adjacent construction and/or surfaces unavoidably soiled or damaged by selective demolition work.

END OF SECTION 01740 – SELECTIVE DEMOLITION

SECTION 01750  
SPARE PARTS, OVERAGES, AND MAINTENANCE MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 REQUIREMENTS INCLUDED

- A. Products required.
- B. Storage and delivery of products.

1.3 PRODUCTS REQUIRED

- A. Provide quantities of products, spare parts, maintenance tools, and maintenance materials specified in individual sections to be provided to Owner, in addition to that required for completion of Work.
- B. Products: Identical to those installed in the Work. Include quantities in original purchased from manufacturer to avoid variations in manufacture.

1.4 STORAGE, MAINTENANCE

- A. Store products with products to be installed in the Work, under provisions of Section 01605.
- B. When adequate, secure storage facilities are available at site, capable of maintaining conditions required for storage and not required for Contract work or storage, or for Owner's needs, spare products may be stored in available space.
- C. Maintain spare products in original containers with labels intact and legible, until delivery to Owner.

1.5 DELIVERY

- A. Coordinate with Owner: Deliver and unload spare products to Owner at Project site and obtain receipt prior to final payment.
- B. For portions of Project accepted and occupied by Owner prior to Substantial Completion, deliver a proportional part of spare products to Owner; obtain receipt.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01750 – SPARE PARTS/OVERAGES/MAINTENANCE MATERIALS

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## SECTION 07920

### JOINT SEALANTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes

###### 1. Joint sealants for the following applications, including those specified by reference to this Section:

- a. Exterior joints in vertical surfaces and non-traffic horizontal surfaces:
  - i. Control joints in cast-in-place concrete: Elastomeric joint sealant ES-S3 or ES-S4, match concrete color.
  - ii. Expansion joints in cast-in-place concrete: Elastomeric joint sealant ES-S3, match concrete color.
  - iii. Joints between precast concrete units: Elastomeric joint sealant ES-S3, match precast concrete color.
  - iv. Control joints in unit masonry: Elastomeric joint sealant ES-S3 or ES-S4, match mortar color.
  - v. Expansion joints in unit masonry: Elastomeric joint sealant ES-S3, match mortar color.
  - vi. Perimeter joints between precast concrete units and metal frames of doors and windows: Elastomeric joint sealant ES-S1, match precast concrete color.
  - vii. Perimeter joints between unit masonry and metal frames of doors and windows: Elastomeric joint sealant ES-S4, match mortar color.
  - viii. Joints between EIFS: Elastomeric joint sealant ES-S3, match EIFS color.
  - ix. Perimeter joints between EIFS and metal frames of doors and windows: Elastomeric joint sealant ES-S3, match EIFS color.
  - x. Perimeter joints between EIFS and cast stone sills or adjoining materials.
- b. Interior joints in vertical surfaces and non-traffic horizontal surfaces:
  - i. Joints between precast concrete units: Elastomeric joint sealant ES-S3, match precast concrete color.
  - ii. Control joints in unit masonry: Elastomeric joint sealant ES-S3 or ES-S4, match mortar color.
  - iii. Expansion joints in unit masonry: Elastomeric joint sealant ES-S3, match mortar color.
  - iv. Perimeter joints between precast concrete units and metal frames of doors and windows: Elastomeric joint sealant ES-S1, match precast concrete color e.
  - v. Perimeter joints between unit masonry and metal frames of doors and windows: Elastomeric joint sealant ES-S4, match mortar color.
  - vi. Control joints in ceramic tile: Elastomeric joint sealant ES-S5, match grout color.
  - vii. Sealing around toilet fixtures: Elastomeric joint sealant ES-S5, match toilet fixture color.
  - viii. Fiberglass reinforced panel joints, general areas: Elastomeric joint sealant ES-S1, where sealant is exposed match panel color.
  - ix. Fiberglass reinforced panel joints, food processing areas: Elastomeric joint sealant ES-S5, where sealant is exposed to match panel color.

- x. Joints in field-painted vertical and overhead surfaces in gypsum board: Latex joint sealant. Match color of paint topcoat.
  - xi. Joints between plumbing fixtures and adjoining floors and counters: Elastomeric joint sealant ES-S5, transparent (clear)
- c. Interior joints in horizontal traffic surfaces:
    - i. Control joints in ceramic tile flooring: Elastomeric joint sealant ES-S3, match grout color.
  - d. Interior perimeter joints between food equipment cases and between surfaces indicated and food equipment cases: Foam compression seals.
  - e. Joint-sealant applications not indicated will be selected by the Architect from elastomeric products indicated in Part 2.

#### B. Related Sections

- 1. Division 3 Section "Cast-In-Place Concrete" for filling joints in interior floor slabs.
- 2. Division 4 Section "Unit Masonry Assemblies" for masonry control and expansion joint fillers and gaskets.
- 3. Division 7 Section "Aluminum Panel Systems" for sealing joints in aluminum panel systems.
- 4. Division 8 Section "Glass and Glazing" for glazing sealants.
- 5. Division 9 Section "Gypsum Board Assemblies" for sealing perimeter joints of gypsum board partitions to reduce sound transmission.

### 1.2 PRECONSTRUCTION TESTING

#### A. Preconstruction Compatibility and Adhesion Testing

- 1. Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
  - a. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
  - b. Submit not fewer than eight pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
  - c. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
  - d. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.

- B. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

#### C. Preconstruction Field-Adhesion Testing

- 1. Before installing elastomeric sealants, field test their adhesion to Project joint substrates as follows:

- a. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
- b. Conduct field tests for each application indicated below:
  - i. Each kind of elastomeric sealant and joint substrate indicated.
- c. Notify Architect seven days in advance of dates and times when test joints will be erected.
- d. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
  - i. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193.
  - ii. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
- e. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
- f. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

### 1.3 SUBMITTALS

#### A. Product Data

1. For each joint-sealant product indicated.

#### B. Samples for Verification

1. For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
2. Provide samples of adjacent materials for color matching including, but not limited to, grout, mortar and any other material deemed appropriate by the Architect.

#### C. Preconstruction Compatibility and Adhesion Test Reports

1. From sealant manufacturer, indicating the following:
  - a. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - b. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

D. Product Test Reports

1. Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

E. Preconstruction Field-Adhesion Test Reports

1. Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

1.4 QUALITY ASSURANCE

A. Source Limitations

1. Obtain each kind of joint sealant through one source from a single manufacturer.

B. Product Testing

1. Test joint sealants using a qualified testing agency.
  - a. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
  - b. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

1.5 PROJECT CONDITIONS

A. General

1. Do not proceed with installation of joint sealants under the following conditions:
  - a. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
  - b. When joint substrates are wet.
  - c. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - d. Where Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 PROVISIONS

- A. The contract documents including drawings and specifications represent the overall intent of the building's design and in most cases do not show all components necessary to complete each and every construction assembly included in the project. The contractor shall include in his base price, all elements necessary, where detailed drawings or instructions are not provided, for the complete and finished installation of each and every component required to complete this project.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. As part of the work under this contract provide all items necessary to produce a complete, durable and proper installation, including but not limited to fasteners; adhesives, industry standard installation components and/or standard or optional installation components and accessories available from or recommended by the manufacturer(s) for the substrates, conditions and assemblies involved.

### 2.2 MANUFACTURERS

- A. Basis-of-Design Products: 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 other manufacturers, a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation. Subject to compliance with requirements, provide either the named products or equal products.

### 2.3 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

### 2.4 ELASTOMERIC JOINT SEALANTS

#### A. Elastomeric Sealants

- 1. Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

#### B. Stain-Test-Response Characteristics

- 1. Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

#### C. Suitability for Contact with Food

- 1. Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

#### D. ES-S1 Single-Component Non-sag Neutral-Curing Silicone Sealant:

- 1. Basis-of-Design Product: Dow Corning Corporation; 756 SMS..
- 2. Type and Grade: S (single component) and NS (non-sag)-
- 3. Class: 50.

4. Use Related to Exposure: NT (non-traffic).
- E. ES-S2 Single-Component Pourable Neutral-Curing Silicone Sealant:
1. Basis-of-Design Product: Dow Corning Corporation; 890-SL.
  2. Type and Grade: S (single component) and P (pourable).
  3. Class: 100/50.
  4. Use Related to Exposure: T (traffic).
- F. ES-S3 Single-Component Neutral-Curing Silicone Sealant:
1. Basis-of-Design Product: Dow Corning Corporation; 790.
  2. Type and Grade: S (single component) and NS (non-sag).
  3. Class: 100/50.
  4. Use Related to Exposure: T (traffic).
  5. Stain-Test-Response Characteristics: Non-staining to porous substrates.
- G. ES-S4 Single-Component Neutral-Curing Silicone Sealant:
1. Basis-of-Design Product: Dow Corning Corporation; 795.
  2. Type and Grade: S (single component) and NS (non-sag).
  3. Class: 50.
  4. Use Related to Exposure: NT (non-traffic).
  5. Stain-Test-Response Characteristics: Non-staining to porous substrates.
- H. ES-S5 Single-Component Mildew-Resistant Acid-Curing Silicone Sealant:
1. Basis-of-Design Product: Dow Corning Corporation; 786 Mildew Resistant.
  2. Type and Grade: S (single component) and NS (non-sag).
  3. Class: 25.
  4. Use Related to Exposure: NT (non-traffic).
- I. ES-U1 Single-Component, Self-Leveling, Urethane Joint Sealant:
1. Basis-of-Design Product: Tremco Incorporated; Vulkem 45.
  2. Type and Grade: S (single component) and P (pourable).
  3. Class: 25.
  4. Use Related to Exposure: T (traffic).

## 2.5 LATEX JOINT SEALANTS

- A. Acrylic Latex Or Siliconized Acrylic Latex Sealant
1. Comply with ASTM C 834, Type OP, Grade NF.
- B. Basis-of-Design Products:
1. Bostik Findley; Chem-Calk 600.
  2. Pecora Corporation; AC-20+.
  3. Schnee-Morehead, Inc.; SM 8200.
  4. BASF Building Systems; Sonolac.
  5. Tremco; Tremflex 834.

## 2.6 JOINT-SEALANT BACKING

### A. General

1. Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

### B. Cylindrical Sealant Backings

1. ASTM C 1330, Type C (closed-cell material with a surface skin), O (open-cell material), B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

### C. Bond-Breaker Tape

1. Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.7 FOAM COMPRESSION SEALS

- A. Manufacturer's standard preformed continuous foam compression seals to fill voids between refrigerated display cases and adjacent wall surfaces.

- B. Basis-of-design product: Armacell LLC, AP/Armaflex, 48-inch wide by 18-foot long by 2-inch thick rolls.

1. Meets requirements for resistance to mold growth (UL181), fungi (ASTM G 21 / C 1338), and bacteria (ASTM G 22).
2. Properties: Permanently elastic, mildew resistant, non-migratory, non-staining, and compatible with joint substrates and other joint sealants.
3. Flame spread and smoke developed index: 25/50, ASTM E 84.
4. Density: 3.0 to 6.0 lb/cu. ft.

## 2.8 MISCELLANEOUS MATERIALS

### A. Primer

1. Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

### B. Cleaners for Nonporous Surfaces

1. Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape

1. Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints

1. Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - a. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - b. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - i. Concrete.
    - ii. Masonry.
    - iii. Unglazed surfaces of ceramic tile.
  - c. Remove laitance and form-release agents from concrete.
  - d. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - i. Metal.
    - ii. Glass.
    - iii. Porcelain enamel.
    - iv. Glazed surfaces of ceramic tile.
2. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer—or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions.

Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal

### 3.3 INSTALLATION OF JOINT SEALANTS

#### A. General

1. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

#### B. Sealant Installation Standard

1. Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

#### C. Sealant Backings

1. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - a. Do not leave gaps between ends of sealant backings.
  - b. Do not stretch, twist, puncture, or tear sealant backings.
  - c. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

#### D. Bond-Breakers

1. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

#### E. Sealant Installation

1. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - a. Place sealants so they directly contact and fully wet joint substrates.
  - b. Completely fill recesses in each joint configuration.
  - c. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

#### F. Tooling of Non-sag Sealants

1. Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

- a. Remove excess sealant from surfaces adjacent to joints.
- b. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- c. Provide concave joint configuration per Figure 8A in ASTM C 1193, unless otherwise indicated.
- d. Provide flush joint configuration where indicated per Figure 8B in ASTM C 1193.
- e. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
  - i. Use masking tape to protect surfaces adjacent to recessed tooled joints.

G. Foam Compression Seals

1. Neatly cut 48-inch wide rolls of foam compression seal material into strips of appropriate width to insure force fit between refrigerated display cases and adjacent wall surfaces.
2. Secure foam compression seals in place with adhesive sealant as indicated on drawings.

3.4 CLEANING

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

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.
- B. Protect wet sealant from debris, dust, sand, dirt and all other airborne, windblown components that may contaminate the sealant surface. Immediately cover the sealant or surrounding area with a material that stops the above mentioned contaminants until sealant is fully cured.

END OF SECTION 07920 – JOINT SEALANTS

SECTION 08591  
METAL WINDOW RESTORATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
  - 1. Restoration and replacement of deteriorated metal components of steel windows.
  - 2. Restoration of existing hardware components.
  - 3. Replacement of deteriorated metal window components as required.
  - 4. Replacement of deteriorated metal window hardware assemblies.
  - 5. Refinishing of metal windows, metal window hardware.
  
- B. This part of the overall Courthouse restoration project entails the restoration of extant metal exterior windows components. The Work includes, but is not limited to:
  - 1. Removing deteriorated paints, or varnishes, and miscellaneous glazing compounds.
  - 2. Restoring deteriorated metal frames, jamb members, and trim members.
  - 3. Replacing damaged and missing hardware on existing historic components; coordinate with requirements for new hardware.
  - 4. Installation of new glass as needed under section 08800 AGlass and Glazing@.
  - 5. Prime painting restored metal units (exterior only).
  - 6. Sealing perimeter of frame in surrounding brick masonry openings.
  - 7. Installation of any other components necessary to return the existing components together with the new sashes to a complete, restored condition.
  
- C. Proper encapsulation, abatement, removal and disposal of lead bearing paint, conforming to regulations governing such activities, on all components of existing wood units receiving work under this section.
  
- D. Fabrication, installation and prime painting of replacement window components (other than new sashes) to match configuration and construction detail of original windows in accordance with the found conditions on site.

1.2 RELATED SECTIONS

- A. Including but not limited to:
  - 1. Joint Sealers: Division 7.
  - 2. Glazing: Division 8
  - 3. Section 00210, Supplementary Instructions to Bidders
  - 4. Section 01730, Examination and Discovery

1.3 DEFINITIONS

- A. Good Condition: frame shows less than 5 percent corrosion, finish shows little sign of paint failure.
  
- B. Fair Condition: frame shows less than 30 percent corrosion, finish shows some signs of paint failure.

- C. Poor Condition: frame shows significant (but less than 50 percent) corrosion.
- D. Bad Condition: The window is missing or beyond repair, more than 50 percent of the window shows corrosion and loss of integrity.

#### 1.4 SUBMITTALS

- A. Shop Drawings:
  - 1. Scaled drawings to fully illustrate all locations, dimensions, profiles, weatherstripping, hardware, connections and connectors.
  - 2. Fully illustrate all conditions showing relationships to existing window components to remain and surrounding substrates.
- B. Samples: 12 inch long samples of each metal window profile.
- C. Qualifications: Restorer qualifications, including past projects.
- D. Provide additional data and/or samples as required by the Architect.
- E. Do not commence with work without THC or Architect approval.

#### 1.5 QUALITY ASSURANCE

- A. Restorer Qualifications:
  - 1. Minimum 20 years experience in work of this Section.
  - 2. Successful completion of at least 5 projects of similar scope and complexity within past 8 years.
- B. Mockup:
  - 1. Size: One typical window for each separate type of window on the project including:
    - a. Awning style (if applicable)
  - 2. Illustrate metal replacement, patching, repairs by welding and soldering materials and methods.
  - 3. Install each type of hardware.
    - a. Install weatherstripping,
    - b. Install sash lock(s), and other manipulating hardware as scheduled.
  - 4. After approval of materials and methods, refinish window to illustrate paint materials and methods.
  - 5. Approved mockup may remain as part of the Work.
  - 6. Do not proceed on window restoration work until approval of mockups has been attained.

#### 1.6 PROVISIONS

- A. The contract documents including drawings and specifications represent the overall intent of the building's design and in most cases do not show all components necessary to complete each and every construction assembly included in the project. The contractor shall include in his base price, all elements necessary, where detailed

drawings or instructions are not provided, for the complete and finished installation of each and every component required to complete this project.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Metal for restoration purposes:
  - 1. Steel: ASTM A36/A36M, solid hot rolled sections and steel shapes; all materials to be new billet steel.
  - 2. All profiles to match existing.
  - 3. Hardware:
    - a. Materials, profiles, and finishes to match existing in all respects.
- B. Accessories:
  - 1. Epoxy patching compounds: suitable for steel patching; hard setting.
  - 2. Welding: use of rods only specifically intended for use with the base metal.
  - 3. Primer paints: rust inhibiting alkyd enamel type. Confirm compatibility with finish paints systems.
  - 4. Weatherstripping: bronze or zinc spring-metal type to match existing.
  - 5. Glazing blocks: similar to existing in size and dimension as required; coordinate fully with requirements of glass.

### 2.2 FABRICATION

- A. Replacement frames and sashes; sash components:
  - 1. Fabricate sections with fully integral components rolled integrally; all profiles to match the existing in all respects.
  - 2. All corners to be reinforced; all corner joinery to be fully mitered assemblies.
  - 3. Muntins:
    - a. Weld to perimeter frames.
    - b. Install tenons and other re-enforcement components as required.
  - 4. All exposed components surfaces to be smoothly jointed to adjacent components; all joints to be aligned and smoothly planar across the joint. No burrs, scratched, abrasions in the joints will be accepted.
  - 5. Fully prime paint all surfaces, exposed and concealed (to greatest extent possible).
  - 6. Fully examine frames prior to shipment; frames exhibiting damage in any form or frames, sashes, etc. exhibiting warping and other distortion will not be accepted.

## PART 3 - EXECUTION

### 3.1 REPLACEMENT OF FRAMES AND SASHES

- A. Replace frames or sashes exhibiting deterioration or other loss of integrity:
  - 1. Condition:
    - a. Poor and bad condition.

### 3.2 REPAIRS OF FRAMES AND SASHES

- A. Repair frames and sashes exhibiting deterioration or other loss of integrity:
  - 1. Condition:
    - a. Fair and good conditions.
- B. Repairs operations to include:
  - 1. Cut and/or grind damaged sections of frame and sash components.
  - 2. Straighten bent or misaligned sections.
  - 3. Grind exposed welds as needed to smooth aspect; new or existing welds.
  - 4. Inspect existing welded connections for integrity and complete connections; grind smooth in preparation for re-welding wherever needed.
  - 5. Patch repair to minor defects with approved patching compound; grind and sand smooth to match adjacent surfaces.
  - 6. Inspect for mechanical fasteners and connectors:
    - a. Replace all missing connectors and fasteners including screws, clips, tenons, to ensure a fully joined assembly.
- C. Welding:
  - 1. All welding techniques and materials shall be suitable for the type of metals both existing and new components.
  - 2. Employ conventional welding techniques and materials.
  - 3. Grind and sand smooth all welds.

### 3.3 REPAIR AND REPLACEMENT OF HARDWARE

- A. Restore existing components for re-installation where feasible and applicable.
- B. Replace damaged/missing hardware; all hardware to match existing.
  - 1. Replace all fasteners to match existing.
  - 2. Ensure a completely set and tightened aspect on all fasteners.
- C. Lubricate all moving parts; re-lubricate as part of Project Closeout and Cleaning.
- D. Adjust all components of windows as required to achieve a fully smoothly operating unit. Readjust as part of Project Closeout and Cleaning.

### 3.4 REPLACEMENT OF GLASS AND GLAZING

- A. Refer to Section 08800, Glass and Glazing.
- B. Confirm type of glass for replacement requirements; match existing original.
- C. Replace all putty and sealant. Replace with new glazing compounds as appropriate to metal window glazing techniques.
- D. Replace and glass broken prior to completion of Project.

### 3.5 WEATHERSTRIPPING

- A. Replace weatherstripping on all windows.
- B. Weatherstripping to match existing.
- C. Use only full lengths of weatherstripping; no splices. All corner conditions to be mitered with tightly aligned adjoining surfaces.
- D. Leave weatherstripping without bends, wracking, or other distortions; replace any weatherstripping exhibiting these defects.
- E. Fully clean weatherstripping as part of Project Closeout.

### 3.6 REFINISHING

- A. Painting and coating in accordance with Section 09900 Painting.

### 3.7 PROTECTION

- A. Protect all existing historic metal windows and hardware during construction.
- B. If windows and hardware are to be left in place, wrap all exposed components including, but not limited to, frames and glass with hard surface material to avoid damage due to impacts and general dirt and debris infiltration.
- C. Windows and/or hardware removed for refurbishing and restoration shall be packed or wrapped with solid material and labeled individually so as to be easily identified for reinstallation with the opening in which it was originally located.

END OF SECTION 08591 - METAL WINDOW RESTORATION

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SECTION 08800  
GLASS AND GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
  - 1. Exterior Windows.

1.3 RELATED SECTIONS

- A. Include, but not limited to:
  - 1. Section 00210, Supplementary Instructions to Bidders
  - 2. Section 08591, Metal Window Restoration

1.4 DEFINITIONS

- A. Manufacturer: A firm that produces primary glass or fabricated glass as defined in referenced glazing publications.
- B. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes, exceeding those allowed by referenced laminated-glass standard.

1.5 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Glass Design: Glass thicknesses indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites for various size openings in nominal thicknesses indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
  - a. Specified Design Wind Loads: As indicated.
  - b. Specified Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 6.4.2, "Analytic Procedure," based on mean roof heights above grade indicated on Drawings.
  - c. Specified Design Snow Loads: As indicated, but not less than snow loads applicable to Project, required by ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 7, "Snow Loads."
    - d. Probability of Breakage for Vertical Glazing: 8 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.
    - e. Load Duration: 60 seconds or less.
  - f. Maximum Lateral Deflection: For the following types of glass supported on all four edges, provide thickness required that limits center deflection at design wind pressure to 1/50 times the short side length or 1 inch (25 mm), whichever is less.
    - 1) For insulating glass.
    - 2) For laminated-glass lites.
- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below: For laminated glass, properties are based on products of construction indicated (see 2.7).
  2. Center-of-Glass U-Values: NFRC 100 methodology using LBL-35298 WINDOW 4.1 computer program, expressed as Btu/ sq. ft. x h x deg F.
  3. Center-of-Glass Solar Heat Gain Coefficient: NFRC 200 methodology using LBL-35298 WINDOW 4.1 computer program.
  4. Solar Optical Properties: NFRC 300.

## 1.6 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Samples: For the following products, in the form of 12-inch- square samples for glass and of 12-inch- long samples for sealants. Install sealant Samples between two strips of material representative in color of the adjoining framing system.
- C. Samples: For the following products, in the form of 12-inch- square samples for glass.
  1. Each type of patterned glass (if applicable).
  2. Each type of exterior glass.
  3. Each type of interior glass including windows, transoms and doors.

- D. Glazing Schedule: Use same designations indicated on drawings for glazed openings in preparing a schedule listing glass types and thicknesses for each size opening and location.
- E. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.
- F. Qualification Data: For firms and persons specified in "Quality Assurance" article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- G. Preconstruction Adhesion and Compatibility Test Report: From glazing sealant manufacturer indicating glazing sealants were tested for adhesion to glass and glazing channel substrates and for compatibility with glass and other glazing materials.
- H. Product Test Reports: From a qualified testing agency indicating the following products comply with requirements, based on comprehensive testing of current products:
  - 1. Clear float glass.
  - 2. Insulating glass.
- I. Warranties: Special warranties specified in this Section.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in service performance; and who employs glass installers for this Project who are certified under the National Glass Association Glazier Certification Program as Level 2 (Senior Glaziers) or Level 3 (Master Glaziers).
- B. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Source Limitations for Clear Glass: Obtain clear float glass from one primary-glass manufacturer.
- D. Source Limitations for Laminated Glass: Obtain laminated-glass units from one manufacturer using the same type of glass lites and interlayers for each type of unit indicated.
- E. Source Limitations for Glazing Accessories: Obtain glazing accessories from one source for each product and installation method indicated.
- F. Glass Product Testing: Obtain glass test results for product test reports in "Submittals" Article from a qualified testing agency based on testing glass products.
  - 1. Glass Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.  
Glass Testing Agency Qualifications: An independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- G. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

- H. Mockups: Before glazing, build mockups for each glass product indicated below to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build mockups to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Architect.
  - 2. Build mockups with the following kinds of glass to match glazing systems required for Project, including typical lite size, framing systems, and glazing methods:
  - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 4. Obtain Architect's approval of mockups before starting fabrication.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed.
  - 7. Approved mockups may become part of the completed work if undisturbed at time of Substantial Completion.
- I. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."
- J. Do not commence with fabrication without approval from the Owner, THC and the Architect.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

#### 1.9 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  - 1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg F (4.4 deg C).

#### 1.10 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

- B. Manufacturer's Special Warranty on Laminated Glass: Written warranty, made out to Owner and signed by laminated-glass manufacturer agreeing to furnish replacements for laminated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
  - 1. Warranty Period: Five years from date of Substantial Completion.

## 1.11 PROVISIONS

- A. The contract documents including drawings and specifications represent the overall intent of the building's design and in most cases do not show all components necessary to complete each and every construction assembly included in the project. The contractor shall include in his base price, all elements necessary, where detailed drawings or instructions are not provided, for the complete and finished installation of each and every component required to complete this project.

## PART 2 - PRODUCTS

### 2.1 PRODUCTS AND MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products indicated in Glass Schedule at the end of Part 3.
- B. Products: Subject to compliance with requirements, provide one of the products indicated in schedules at the end of Part 3.

### 2.2 PRIMARY FLOAT GLASS

- A. Float Glass: ASTM C 1036, Type I (transparent glass, flat), Quality q3 (glazing select); class as indicated in Glass Schedule at the end of Part 3.

### 2.3 HEAT-TREATED FLOAT GLASS

- A. Fabrication Process: Glass to be heat-strengthened or tempered using a horizontal tempering furnace with roller-wave distortion parallel to the bottom edge of glass as installed, unless otherwise indicated. Provide as indicated in the Glass Schedule at the end of Part 3.
- B. Heat-strengthened or tempered where required by code and in accordance with ASTM C-1048.

### 2.4 PATTERNED GLASS

- A. Per ASTM C1036-01, Type II (Patterned Flat Glass), Quality Q5 (Glazing), Class I (clear), Form 3 (Patterned Glass), Finish F1 (Patterned one side); of pattern indicated in the Glass Schedule at the end of Part 3.

### 2.5 ACID ETCHED, LAMINATED OBSCURE GLASS

- A. Acid etched glass created from standard clear float glass, produced and certified under ASTM C1036-01. This glass can be considered Type II (Patterned Flat Glass), Quality Q5 (Glazing), Class I (Clear), Form 3 (Patterned Glass), Finish F1 (Patterned one side). Laminated one side.

## 2.6 CHICKEN (POULTRY) WIRE GLASS

- A. Glass: ASTM C 1036, Type I (transparent glass, flat), Quality q3 (glazing select); class as indicated in Glass Schedule at the end of Part 3.
- B. Chicken (poultry) wire: Analyze and determine the material, texture and pattern of the original existing chicken wire core glass if any.

## 2.7 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

## 2.8 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

- A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with indoor and outdoor faces.
- C. Grind smooth and polish exposed glass edges.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine framing glazing, with Installer present, for compliance with the following:

1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
2. Presence and functioning of weep system.
3. Minimum required face or edge clearances.
4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where the length plus width is larger than 50 inches as follows:
1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 SEALANT GLAZING (WET)

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

### 3.5 PROTECTION AND CLEANING

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove them immediately as recommended by the Glass Association of North America (GANA) Glass Informational Bulletin 01-0300, Proper Procedures for Cleaning Architectural Glass Products.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkaline deposits, or stains; remove as recommended by the Glass Association of North America (GANA) Glass Informational Bulletin 01-0300, Proper Procedures for Cleaning Architectural Glass Products.
- D. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as

recommended by the Glass Association of North America (GANA) Glass Informational Bulletin 01-0300, Proper Procedures for Cleaning Architectural Glass Products.

## GLASS SCHEDULE

### FG-1: MONOLITHIC FLOAT-GLASS

- A. FG-1 Uncoated Clear Float Glass: Where glass of this designation is required, provide glass as per ASTM C 1036 designations Type 1 (Transparent Flat Glass), Class 1 (Clear), Quality Q3 (Glazing Select).
  - 1. Products:
    - a. 1/8" Clear
  - 2. Location: New and doors, transoms, wall tops and side lights

### EG-1: EXTERIOR GLASS

- A. EG-1 Exterior Low E single pane Glass: Where glass of this designation is required to be replaced, provide clear monolithic glass to match existing historic glass.
  - 1. Products: Provide custom glass to match existing where replacement is required. For fifth floor replacement glazing, provide 1/8" annealed with light gray tint
  - 2. Location: Exterior glazing on all levels.

### FR-1: FROSTED OPAQUE, OBSCURE GLASS

- A. FR-1 Frosted Opaque Glass: Where glass of this designation is required, provide opaque monolithic laminated glass.
  - 1. Products: Available products include the following:
    - a. AGC Matelux (acid etch)
    - b. 1/4" "Dark" frosting level. 95% obscure, frosted side facing exterior window.
    - c. Laminated interior side.
  - 2. Location: All Level toilet rooms, interior side of exterior windows. Face frosted side toward exterior window.

END OF SECTION 08800 - GLASS AND GLAZING