

SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Exterior Painting For Werner Park

**PROPOSALS DUE:
2:00 p.m., Thursday, May 29, 2014**

General Information

Notice to Vendors

Sarpy County is seeking proposals for Exterior Painting for Werner Park. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal. Sarpy County reserves the right to award the Contract to multiple Contractors.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, May 29, 2014. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Exterior Painting" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

There will be a non-mandatory pre-bid meeting at 10:00 a.m. on May, 20, 2014 at Werner Park, 12356 Ballpark Way, Papillion, NE 68046. This will be the only opportunity for vendors to be allowed onsite and have questions addressed.

Requests for information and clarification questions must be received by 12:00 p.m., May 22, 2014 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive Suite 1250
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Executive Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, May 29, 2014.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Facilities Management Department. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

- a) Compliance with all requirements.
- b) Price.
- c) The ability, capability, and skills of the Vendor to perform.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
- e) The quality of previous performance.
- f) Whether the Vendor can perform within the time specified.
- g) The previous and existing compliance of the supplier with laws.
- h) The life-cost of the personal property or services in relation to the purchase price and specified use.
- i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
- j) The energy efficiency ratio as stated by the supplier.
- k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
- l) Such other information as may be secured having a bearing on the decision.

Terms and Conditions

1. Bid Bond

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a cashier's check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation or a bid bond in the amount of five percent (5%) of the bid price and must be payable without condition to the Sarpy County Treasurer, to protect Sarpy County against failure to deliver materials as bid. The selected Vendor's security will be retained until satisfactory delivery of performance bond and all contract documents are signed and received. All other Vendor's security will be retained for 30 days after bid award. **If cashier's check or bid bond as herein set forth is not received with the proposal, the proposal may not be considered.**

2. Performance Bond

The successful Vendor shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Vendor's usual sources.

3. Information, Discussion, and Disclosures

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by 12:00 p.m., May 22, 2014 in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

4. Addenda

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

5. Confidentiality of Documents

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public upon request.

6. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 2009), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. Conflict of Interest Clause

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 2012), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

8. Payment Terms

The successful Vendor shall comply with the guidelines of the Project Manual for payment terms.

9. Supplemental Terms and Conditions/Modifications

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

10. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. Residency Verification

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

- a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. Breach

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance

coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish

evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

18. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

19. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

20. Warranty

A copy of all manufacturers' warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

21. Company Information

Vendor will provide the following company information on the bid form:

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

22. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

23. Special Provisions

The Special Provisions shall govern where any conflict arises between the Special Provisions and the General Specifications. Project Specific Special Provisions along with Technical Specifications and Project Plans are attached.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

COMPANY NAME: _____

**Sarpy County, Nebraska
Exterior Painting
Bid Form**

LUMP SUM BASE BID NO 1: PAINTING The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of: _____ dollars (\$_____).

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

LUMP SUM BASE BID NO 2: REFINISHING WOOD SLATS The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of: _____ dollars (\$_____).

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

LUMP SUM BASE BID NO 3: WATER REPELLENT COATING FOR CONCRETE DECKS The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of: _____ dollars (\$_____).

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

*Prices are to be F.O.B. – 12356 Ballpark Way, Papillion, NE 68046

Company Information

Years in business: _____

of employees _____

Total sales last 3 years

References

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Purchase: _____ Email: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Purchase: _____ Email: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Purchase: _____ Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

_____ Company Name	_____ Company Representative (Please print)
_____ Authorized Signature	_____ Telephone Number
_____ Address	_____ Fax Number
_____ City, State & Zip	_____ E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

Exhibit "A"
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and _____, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Exterior Painting for the Werner Park; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Exterior Painting in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services

documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Facilities Management Department
Sarpy County Courthouse, Suite 1450
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive Suite 1250
Papillion, NE 68046

Vendor: _____

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this ____ day of _____, 2014.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness



DLR Group

Architecture
Engineering
Planning
Interiors

**Werner Park Exterior Painting – Phase 1
Rebid
Papillion, Nebraska**

Project Manual
DLR Group Project No. 10-14110-00

May 12, 2014

NOTICE: These documents are instruments of professional service, and information contained therein is incomplete unless used in conjunction with DLR Group's interpretations, decisions, observations and administrations. Use or reproduction of these documents in whole or in part without DLR Group's consent is in violation of common law, copyrights, statutory and other reserved rights, which preempts state and local public records act.



Project Manual

**Werner Park Exterior Painting – Phase 1
Rebid**
Papillion, Nebraska

DLR Group Project No. 10-14110-00
Combined Contract

May 12, 2014

DLR Group inc., a Nebraska corporation

Architecture Engineering Planning Interiors
6457 Frances Street, Suite 200, Omaha, NE 68106
tel 402/393-4100 fax 402/393-8747

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Sarpy County, Nebraska – Request for Proposals – Exterior Painting for Werner Park
Document 002600 Procurement Substitution Procedures
Procurement Substitution Request Form

DIVISION 01 - GENERAL REQUIREMENTS

Section 011000 Summary
Section 012500 Substitution Procedures
 Post-Bid Request For Substitution Form
Section 012600 Contract Modification Procedures
Section 012900 Payment Procedures
Section 013200 Construction Progress Documentation
Section 013300 Submittal Procedures
 Shop Drawing Transmittal Form
Section 015000 Temporary Facilities and Controls
Section 016000 Product Requirements
Section 017700 Closeout Procedures
Section 017839 Project Record Documents

DIVISIONS 02 – 08 (NOT USED)

DIVISION 09 - FINISHES

Section 099300 Staining and Transparent Finishing
Section 099600 High-Performance Coatings

DIVISIONS 10 – 33 (NOT USED)

PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered prior to Bid Date if received no later than day and time indicated in the Front-End Document.

2. Submittal Format: Submit one copy, emailed or faxed to the Architect, of each written Procurement Substitution Request, using form included at the end of this Section.
 - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
 - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - 1) Prove compatibility of proposed substitute high-performance coatings over existing old coatings. See Section 016000 “Product Requirements” for list of existing coatings. Complete two (2) adhesion tests, one in full sun and one in shaded area, minimum of fourteen (14) days prior to bid date. Coordinate access to site and tests with Beth Garber, Purchaser, Sarpy County, bgarber@sarpy.com. Submit record of tests to Architect and Sarpy County for review.
 - 2) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - 3) Copies of current, independent third-party test data of salient product or system characteristics.
 - 4) Samples where applicable or when requested by Architect.
 - 5) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 6) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 7) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - 8) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
 - c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
 - d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

PROCUREMENT SUBSTITUTION REQUEST FORM

To: DLR Group inc.
6457 Frances Street, Suite 200
Omaha, Nebraska 68106
TEL: (402) 393-4100
FAX: (402) 393-8747

PROJECT: _____

We hereby submit for your consideration the following product as substitute for specified item for the above project:

<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution: _____

Attach complete product description, drawings, photographs, performance and test data, warranty, information and other information necessary for evaluation. Identify specific model numbers, finishes, options, etc.

- A. Will changes be required to building design or drawing dimensions in order to properly install proposed substitution? Yes___ No___. If yes, explain.

- B. Will the undersigned pay for changes to the building design, including engineering and drawings costs, caused by requested substitution? Yes___ No___.

- C. Differences between proposed substitution and specified item.

- D. What affect does substitution have on other trades? _____

- E. Does manufacturer's warranty of the proposed substitution differ from that specified? Yes___ No_____.
If yes, explain _____

Submitted by:

Signature

Firm

Address

Date: _____

Telephone: _____

For Architect's Use Only:

__Accepted

__Accepted as Noted

__Not Accepted

__Received Too Late

By: _____

Date: _____

Remarks: _____

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Werner Park Exterior Painting - Phase 1 - Rebid.

1. Project Location: Werner Park, 12356 Ballpark Way, Papillion, Nebraska, 68046.

B. Owner: Sarpy County, Nebraska.

1. Owner's Representatives:

Ross Richards, Director - Facilities Management
1210 Golden Gate Drive, Suite 1450
Papillion, Nebraska 68046
Email: rrichards@sarpy.com
Phone: (402) 593-2332
Fax: (402) 593-5793

Beth Garber, Purchaser
1210 Golden Gate Drive, Suite 1220
Papillion, Nebraska 68046
Email: bgarber@sarpy.com
Phone: (402) 593-4476

C. Werner Park Representative:

1. Brett Meyers, Ballpark Operations Manager
12356 Ballpark Way
Papillion, Nebraska 68046
Email: BrettM@omahastormchasers.com
Phone: (402) 738-5120

D. Architect:

1. DLR Group, inc.
6457 Frances Street, Suite 200
Omaha, Nebraska 68106
Project Manager: James R. Torres, AIA, CSI, CDT
Email: jtorres@dlrgroup.com
Phone: (402) 393-4100
Fax: (402) 393-8747

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. Exterior painting (high-performance coatings) of previously coated exposed structural and miscellaneous steel.
2. Cleaning and re-staining wood screen slats at toilet/concession buildings.
3. Water repellent coating applied to elevated concrete decks and concrete treads at steel-framed stairs.

B. Type of Contract:

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

C. Construction Schedule:

1. The Work shall be completed within the following time frames:
 - a. Start Date: Immediately after Contract Award and upon approval and coordination with Owner's usage of the stadium.
 - b. June 9, 2014 to June 16, 2014.
 - c. July 11, 2014 to July 16, 2014.
 - d. September 20, 2014 to October 24, 2014.

- e. Additional work days may be obtained between the time frames listed above through weekly coordination with the Werner Park Representative. No work shall occur during major game days or events. Work occurring during “minor events” shall be confined to areas that do not disrupt the Owner’s operations subject to the approval of the Owner.
2. Substantial Completion: The project shall be substantially complete on or before October 24, 2014.
3. Final Completion: Upon reaching substantial completion, the outstanding (punch list) items that need to be completed and or corrected shall be completed on or before November 7, 2014.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Do not affect portions of the existing building not included in the scope of the Work. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner (ballpark staff) will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. The Contractor shall maintain free and clear access to building exits throughout the construction period.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 48 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Controlled Substances: Use of smoking/tobacco products and other controlled substances on Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

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

1.9 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. Removal and reinstallation of signage in coordination with the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions after Contract Award.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use the "Post-Bid Request For Substitution Form" attached to the end of this Section.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within seven days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

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

- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

POST-BID REQUEST FOR SUBSTITUTION FORM

To: DLR Group inc.
6457 Frances Street, Suite 200
Omaha, Nebraska 68106-2278
TEL: (402) 393-4100
FAX: (402) 393-8747

PROJECT: _____

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA

1. Reason for Substitution Request: _____

2. Specifications to which this request applies: _____
Section *Page* *Paragraph*

- Product Data for proposed substitution is attached (description of product, reference standards, performance and test data).
- Sample is attached. Sample will be sent if requested by Architect/Engineer.

3. Itemized comparison of proposed substitution with product specified:

	<u>ORIGINAL PRODUCT</u>	<u>PROPOSED SUBSTITUTION</u>
Name, brand:	_____	_____
Catalog No.:	_____	_____
Manufacturer:	_____	_____
Significant Variations:	_____	_____
	_____	_____

4. Unit costs of original product and proposed substitution. State whether cost is for
 material only, material installed, or Life Cycle cost of installed product.
Original Product: \$ _____ per _____ Substitution: \$ _____ per _____

5. Proposed change in Contract Sum:
Credit to Owner: \$ _____ Additional Cost to Owner: \$ _____

6. Proposed Change in Contract Time: Reduce Increase by _____ days.

7. Effect of proposed substitution on other parts of the Work, or on other Contracts:

**CONTRACTOR'S STATEMENT
OF CONFORMANCE
OF PROPOSED SUBSTITUTION TO CONTRACT DOCUMENTS**

I/we have investigated the proposed substitution. I/we:

1. believe that it is equal or superior in all respects to the originally specified product, except as stated in 3. above;
2. will provide the same warranty as required in AIA A201 General Conditions 3.5.1;
3. will provide the same special warranty or guaranty as specified;
4. have included all cost data and cost implications of the proposed substitution;
5. will pay redesign and special inspection costs caused by the use of this product;
6. will pay additional costs to other contractors caused by the substitution;
7. will coordinate the incorporation of the proposed substitution in the Work;
8. will modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning;
9. waive future claims for added cost to Contractor caused by the proposed substitution.

Contractor: _____ Date: _____
(Signature)

Firm: _____

ARCHITECT/ENGINEER'S REVIEW AND ACTION

- Provide more information in the following categories. Resubmit.

- Sign Contractor's Statement of Conformance. Resubmit.

- The proposed substitution is approved, with the following conditions:

- The proposed substitution is rejected, use specified materials:

The following changes will be made by Change Order:

Addition to / deduction from the Contract Sum: \$ _____

Addition to / deduction from the Contract Time: _____ days.

DLR Group inc.

By _____
(Signature)

Date: _____

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

- A. Submittal: Submit the schedule of values to Architect at earliest possible date but no later than fifteen days after Award-of-Contract.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 4. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 5. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the schedule of values.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Architect by the fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. Schedule of values.
 - 2. Contractor's construction schedule (preliminary if not final).
 - 3. List of Contractor's staff assignments.
 - 4. Certificates of insurance and insurance policies.

- H. Progress Payments: Upon certification by the Architect-Engineer, the Owner will pay to the Contractor, on account of the Contract, ninety percent (90%) of the value of labor and materials incorporated in the Work up to the last day of the preceding month.
- I. Reduction in Retainage: The final ten percent (10%) of the Contract Sum shall not be paid until the Contractor has submitted to the Architect-Engineer, in duplicate, a written clearance from the Nebraska Commissioner of Labor certifying that all payments then due of contributions to the fund or interest thereon, owing by reason of the performance of the Work under this Contract, have in fact been paid by the Contractor and his subcontractors to the Unemployment Compensation Fund of the State of Nebraska.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707-1994, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Certification stating no lead-based paint was used in this Project.
 - 9. The Owner shall make final payment in accordance with the Terms and conditions of the Agreement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Special reports.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Special Reports: Submit at time of unusual event.

1.4 COORDINATION

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

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice-of-Award 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.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 21 days, unless specifically allowed by Architect.
 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 4. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice-of-Award. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

- C. Weather Conditions: Normal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures and/or precipitation to ensure completion of all work within the Contract Time. The Contractor's construction schedule shall reflect these anticipated adverse weather delays in all weather dependent activities.

- 1. Submit a list of anticipated weather days obtained from approved local weather data source.

2.3 SPECIAL REPORTS

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: Update initial schedule to reflect actual construction progress and activities when deviations occur in initial schedule.
 - 1. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. When revisions are made, distribute updated schedules to the same parties.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Action Submittals: Information that requires Architect's responsive action.
- B. Informational Submittals: Information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.2 PROCEDURES

- A. Shop Drawing Processing Time:
 - 1. Initial Review: 5 days
 - 2. Resubmittal Review: 3 days
- B. Transmittal Form: Use DLR Group Transmittal Form included in Project Manual at the end of this Section.
 - 1. Transmittal Number: Number each transmittal using the specification section number followed by a number designating the submittal order (i.e. Transmittal No. 099600-01 would designate the first submittal for Section 099600; 099600-02 would designate the second. This would continue as long as necessary).
 - a. For resubmittals use the original Transmittal No. followed by an "R" and the resubmittal sequence number (i.e. 099600-01R1 for first resubmittal of transmittal 099600-01; 099600-01R2 for second resubmittal and so on until transmittal is approved).
- C. Shop Drawing Submittal Procedures:
 - 1. Assemble shop drawings per specification sections into PDF files. Each shop drawing shall only include one specification section to the maximum extent possible. Shop Drawings that combine more than one section will be returned with no action taken.
 - a. PDF file name shall include the Transmittal Number.
 - 2. Submit via email as PDF files to DLR Group, James Torres: jtorres@dlrgroup.com.
 - a. Email "subject line" shall include the Project Name, the DLR Group Project Number and specification section number to ensure adequate receipt and distribution.
 - 3. Faxed, second generation PDF files, and unreadable shop drawings will be returned with no action taken until resubmitted adequately.
 - 4. Submittals will be returned to Contractor via email.

5. Hand deliver or mail the required number of physical samples to DLR Group. Samples will be returned via U.S. Mail.

D. Contractor's Review:

1. Submittals: Marked with approval stamp before submitting to Architect. Submittals without the Contractor's review stamp on them will be returned with no action taken. Submittals from other than the Contractor will be returned with no action taken.

E. Architect's Action:

1. Action Submittals: Stamped with an action stamp and returned.
 - a. Reviewed: Where submittals are marked "Reviewed," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - b. Reviewed – Additional Information Required: Where submittals are marked "Reviewed – Additional Information Required," the information submitted has been reviewed and approved as noted. However, additional information as noted and/or required by Contract Documents needs to be submitted.
 - c. Furnish as Corrected: When submittals are marked "Furnish as Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - d. Revise and Resubmit: When submittal is marked "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - 1) Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 - e. Rejected: When submittal is marked "Rejected," information submitted is not in compliance with Contract Documents. Resubmit submittal as required by Contract Documents.
2. Informational Submittals: Reviewed but not returned, or rejected if they do not comply with requirements.
3. Incomplete submittals will be returned without review.
4. Submittals Not Required: May not be reviewed and may be discarded.

END OF SECTION 013300

Shop Drawing Transmittal



Architecture Engineering Planning Interiors

6457 Frances Street
Suite 200
Omaha, NE 68106

o: 402/393-4100
f: 402/393-8747

Date

Project Werner Park Exterior Painting – Phase 1 - Rebid

Project No. 10-14110-00

To James Torres

From

Civil

Contractor

Architect

Address

Structural

City, State Zip

Mechanical

Electrical

Owner

Transmittal No.

Contractor

First Submittal

Shop Drawing

Re-submittal

File

Previous No.

Other

We are sending

Attached

Shop Drawings

Color Samples

Separate Cover

Hand carried

Samples

Catalog Cuts

Product Data

Copies	Description of Equipment	Manufacturer	Section Number	*Action

*Above Shop Drawings, Product Data, and/or Samples are returned with action as designated above in accordance with legend:

(A) - Reviewed

(C) - Furnish as corrected

(E) - Rejected

(B) - Reviewed – Additional Information Required

(D) - Revise and Resubmit

Item	Remarks
Reviewed By (A/E)	Date:

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

1.1 USE CHARGES

- A. Water Service: Available from existing system without charge.
- B. Electric Power Service: Available from existing system without charge.

1.2 EQUIPMENT

- A. Fire extinguishers. Provide for each work area.
- B. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material.
 - 1. Contractor shall not use Owner's toilet facilities.

1.3 TEMPORARY UTILITY INSTALLATION

- A. Temporary Toilet Units: Coordinate location of temporary toilets with Owner's representative.

1.4 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- C. Lifts and Scaffolding: Provide facilities necessary for hoisting materials and personnel and accessing work.

1.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Provide barricades and temporary signage ("wet paint", etc.) to isolate work areas and to notify public of work areas and prevent unauthorized personnel from accessing work.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions after the Bid Date.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

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

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product prior to Bid Date when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Proposed comparable high-performance coatings must prove compatibility with existing coatings as follows:
 - a. Chief Metal Building Steel:
 - 1) Valspar Primer.
 - 2) Spot Primer: Tnemec Series 135
 - 3) Intermediate and Topcoat: Tnemec Series 113 H.B.

- b. Structural Steel:
 - 1) Primer: Tnemec Series 115
 - 2) Intermediate and Topcoat: Tnemec Series 113 H.B.
- 2. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
- 3. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- 4. Evidence that proposed product provides specified warranty.
- 5. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
- 6. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 5 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, and similar final record information.
 - 2. Submit closeout submittals specified in individual Sections, including specific warranties and similar documents.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 3 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 2. Complete final cleaning requirements, including touchup painting.
 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

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

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - c. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - d. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL (Not Used)

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

A. Record Drawings: Submit the following at Closeout:

1. One set of marked-up record prints.

a. Submittal:

1) One paper-copy set of marked-up record prints.

2. Mark-up record prints to indicate areas not indicated on the Drawings included in the final Work.

B. Record Product Data / Shop Drawings (Submit at Closeout): Annotated PDF electronic files and directories with record information incorporated into Record Product Data.

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 099300 - STAINING AND TRANSPARENT FINISHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and application of wood finishes on the following substrates:
 - 1. Exterior Substrates:
 - a. Exposed dimension lumber (rough carpentry).

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
- B. Samples: For each type of finish system and in each color and gloss of finish indicated.
- C. Product List: For each product indicated, include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the product proposed for use highlighted.

1.3 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Stains and Transparent Finishes: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.4 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each finish system indicated and each color selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each type of finish system and substrate.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.

2. Final approval of stain color selections will be based on mockups.
 - a. If preliminary stain color selections are not approved, apply additional mockups of additional stain colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 1. Sherwin-Williams Company (The).

2.2 MATERIALS, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 1. Provide materials for use within each finish system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a finish system, provide products recommended in writing by manufacturers of topcoat for use in finish system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.
 1. Stains: VOC not more than 250 g/L.
- D. Stain Colors: As selected by Architect from manufacturer's full range to match existing color.

2.3 WOOD FILLERS

- A. Wood Filler Paste: MPI #91.
 1. Stainable wood filler compatible with stain product specified for exterior use.

2.4 STAINS

- A. Stain, Exterior, Polyurethane, Semi-Transparent
 1. Sherwin Williams Woodscapes Exterior Polyurethane Semi-Transparent Stain, A15T00005.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Exterior Wood Substrates: 15 percent, when measured with an electronic moisture meter.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with finish application only after unsatisfactory conditions have been corrected.
 - 1. Beginning finish application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.
 - 1. After completing finishing operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
 - 2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.

3.3 APPLICATION

- A. Apply finishes according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

3.5 EXTERIOR WOOD-FINISH-SYSTEM SCHEDULE

- A. Wood substrates, nontraffic surfaces, including wood slat walls and gates.
 - 1. Semitransparent Stain System:
 - a. Prime Coat: Stain, exterior, solvent based, semi-transparent, matching topcoat.
 - b. Topcoat: Stain, exterior, solvent based, semi-transparent

END OF SECTION 099300

SECTION 099600 - HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and application of high-performance coating systems.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of finish-coat product indicated.

1.3 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples of each coating system indicated to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each type of coating and substrate.
 - a. Architect or Owner's representative will designate items or areas required.
 - b. One column and one door.
 - c. One overhead beam.
 - 2. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective coverings for storage and identified with labels describing contents and color formulas.
 - 1. Coatings: 5 percent, but not less than 1 gal (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:

1. Provide products of same manufacturer for each coat in a coating system.
2. All substitutions must be approved in accordance with Document 002600 "Procurement Substitution Procedures." All substitute products must prove compatibility with existing coatings as specified in Section 016000 "Product Requirements."

B. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing 1 or more benzene rings).
2. Restricted Components: Paints and coatings shall not contain any of the following:
 - a. Acrolein.
 - b. Acrylonitrile.
 - c. Antimony.
 - d. Benzene.
 - e. Butyl benzyl phthalate.
 - f. Cadmium.
 - g. Di (2-ethylhexyl) phthalate.
 - h. Di-n-butyl phthalate.
 - i. Di-n-octyl phthalate.
 - j. 1,2-dichlorobenzene.
 - k. Diethyl phthalate.
 - l. Dimethyl phthalate.
 - m. Ethylbenzene.
 - n. Formaldehyde.
 - o. Hexavalent chromium.
 - p. Isophorone.
 - q. Lead.
 - r. Mercury.
 - s. Methyl ethyl ketone.
 - t. Methyl isobutyl ketone.
 - u. Methylene chloride.
 - v. Naphthalene.
 - w. Toluene (methylbenzene).
 - x. 1,1,1-trichloroethane.
 - y. Vinyl chloride.

C. Colors: Match existing color; HPC-5, Sherwin Williams, Iron Ore SW 7069.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
 - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Wood: 15 percent.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 4. Coating application indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
 - 1. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
- B. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
- C. Steel Substrates: Remove rust and loose mill scale using methods recommended in writing by coating manufacturer.
- D. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.

3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for coating and substrate indicated.

- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
 - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

3.6 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Exterior Elevated Concrete Floor Decks and Concrete Stair Treads:
 - 1. Surface Prep: Power wash to clean all surfaces free of all surface contaminants. Clean and Dry.
 - 2. Finish: Provide one of the following:
 - a. Tnemec Series 668 Deck A Pell 40 at 100-125 sq. ft. per gallon.
 - b. Sherwin Williams Loxon 40% Silane Water Repellent at 100-125 sq. ft. per gallon.

- B. Metal-Doors/Frames, “I” beams, “I” columns above bottom 12 “, and any other Misc. Ferrous Metals that are previously painted:
1. Zinc-Rich Primer/Urethane Coating System:
 - a. Surface Prep: SSPC-SP 3 Power Tool Clean all corroded areas. Power Wash at a minimum of 3,500 psi, utilizing a cleaning agent, to remove loose paint, chalk, dirt, and any other surface contaminates. A rating of 8 or higher per ASTM D4214 (Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Film) will be required.
 - b. Spot Prime Coat of Bare Metal: Urethane Zinc-Rich Primer, Sherwin Williams B65 Series Corothane I Galvapak One Pack Zinc Primer at 2.5-3.0 mils DFT.
 - c. Full Finish Coat: Waterbased Acrylic Urethane, Sherwin Williams B65 Series Waterbased Acrolon 100 at 3.5-4.0 mils DFT.
- C. Galvanized Metals:
1. Zinc-Rich Primer/Urethane Coating System:
 - a. Surface Prep: Mechanically abrade surface to create an angular 1.0-1.5 mil profile
 - b. Spot Prime Coat of Bare Metal: Urethane Zinc-Rich Primer, Sherwin Williams B65 Series Corothane I Galvapak One Pack Zinc Primer at 2.5-3.0 mils DFT.
 - c. Full Finish Coat: Waterbased Acrylic Urethane, Sherwin Williams B65 Series Waterbased Acrolon 100 at 3.5-4.0 mils DFT.
- D. Ferrous Metal “I” column base plates and bottom 12” of “I” columns (indicated on Drawings):
1. Zinc-Rich Primer/Urethane Coating System:
 - a. Spot Surface Prep at Rusted Areas: SSPC SP 11 Power Tool Cleaning to Bare Metal. Care taken to feather edge of coating to create a smooth transition.
 - b. Full Prime Coat: Urethane Zinc-Rich Primer, Sherwin Williams B65 Series Corothane I Galvapak One Pack Zinc Primer at 2.5-3.0 mils DFT.
 - c. Full Finish Coat: Waterbased Acrylic Urethane, Sherwin Williams B65 Series Waterbased Acrolon 100 at 3.5-4.0 mils DFT.
- E. System for Stairwells, All ferrous metals in stairwells:
1. Zinc-Rich Primer/Urethane Coating System:
 - a. Surface Prep: SSPC SP 11 Power Tool Cleaning to Bare Metal.
 - b. Full Prime Coat at stringers, at top and bottom of tread pans, and risers, Spot Prime Coat of Bare Metal elsewhere: Urethane Zinc-Rich Primer, Sherwin Williams B65 Series Corothane I Galvapak One Pack Zinc Primer at 2.5-3.0 mils DFT.
 - c. Full Finish Coat: Waterbased Acrylic Urethane, Sherwin Williams B65 Series Waterbased Acrolon 100 at 3.5-4.0 mils DFT.

END OF SECTION 099600