

POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

JOHANNSEN SUPPORT SERVICES CENTER WEST WING CARPET, WINDOWS AND LIGHTING

IFB 20-600-002

BID SCHEDULE

IFB Posted to Bidnet March 5, 2020

Pre-Bid Meeting March 13, 2020 - 10 a.m. MST

Questions Due March 19, 2020 - 2 p.m. MST

IFB Closing Date April 2, 2020 - 2 p.m. MST

Substantial Completion Date July 10, 2020

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INVITATION FOR BID JSSC WEST WING CARPET, WINDOWS and LIGHTING IFB 20-600-002

Poudre School District (the District) is requesting electronically submitted bids from experienced and qualified contractors to remove and replace the existing carpeting, windows and lighting fixtures in the west wing of the District's Johannsen Support Services Center (JSSC) as specified in this Invitation for Bid (IFB).

A copy of the bid and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: http://www.RockyMountainBidSystem.com.

Contractors planning to submit bids are encouraged to be represented at a **pre-bid meeting** on **March 13, 2020**. The pre-bid meeting will begin promptly at **10 a.m. MST on** Friday, March 13th at the **Johannsen Support Services Center (2407 Laporte Avenue, Ft. Collins 80521).**

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on **March 19, 2020**. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in an addendum through BidNet.

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted bids. Bids must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on **April 2, 2020**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

At no time during the solicitation process, will communication regarding this IFB be permitted with any district employee other than the Procurement Agent named below until an award has been announced. Communication with a district employee other than the Procurement Agent named below may disqualify your bid from consideration.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on April 2, 2020. During the bid consideration period, the District may ask questions of and/or request additional information from contractors who have submitted bids.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

Collusive or sham bids: Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such Bid is genuine and is not a collusive or sham bid.

Poudre School District R-1 reserves the right to reject any and all bids and to waive any irregularities or informalities.

Sincerely, Karen Wailly Senior Procurement Agent

1.0 BACKGROUND

Poudre School District is a high-performing District, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the district does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to the District by all prospective contractors (herein after referred to as Contractor) on behalf of District solicitations including, but not limited to, Invitations for Bid (IFB), Requests for Documented Quotes (DQ), Requests for Qualifications (RFQ) and Requests for Proposals (RFP).
- 2.3 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Contractor. Any proposed modification must be accepted in writing by the District prior to award of the bid.
- 2.4 Contractor must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.5 The District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax-Exempt Number is: 98-03335.
- 2.6 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing bids in response to this IFB.
- 2.7 Bids must meet or exceed specifications contained in the bid document.
- 2.8 All chemicals, equipment and materials proposed and/or used by Contractor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.
- 2.9 Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.10 The Contractor, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. The Contractor also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.11 Notwithstanding any other term or provision of this IFB, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 June 30) a contract is in effect. In no event, shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

- 2.12 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.13 Contractor shall provide any and all services covered by a District issued purchase order or contract, as an independent Contractor of the District, and the persons performing such services shall not be considered employees of the District. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.14 Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this contract, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this contract through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.15 Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien. Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this contract, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 2.16 Contractor agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.17 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Contractor. The District's acceptance of any offer is made in reliance on Contractor's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Contractor fails to delivery as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Contractor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Contractor with any loss incurred.
- 2.18 The Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents against any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any act or omission by Contractor, its employees, agents, subcontractors or assignees arising out of or in connection with the IFB. In the event any goods sold or delivered as a result of this IFB are covered by any patent, copyright or trademark, or application therefor, Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.
- 2.19 The Contractor shall not assign a contract, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.20 The awarded Contractor will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, gender, national origin, ancestry or physical handicap.
- 2.21 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.22 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in bid being considered non-responsive.
- 2.23 Where there appears to be variances or conflicts between the General Terms and Conditions and the Specific Conditions outlined in this solicitation, the Specific Conditions shall prevail.
- 2.24 The District shall issue a written addendum if substantial changes, which impact the technical submission of bids, are required. A copy of such addenda will be distributed

- via the BidNet system. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.25 All information and supplemental documentation required in conjunction with this IFB shall be furnished by the Contractor with its bid. If the Contractor fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.26 The accuracy of the bid is the sole responsibility of the Contractor. No changes in the bid shall be allowed after the submission deadline, except when the Contractor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.27 The apparent silence or omissions within this IFB regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.28 The District shall be the sole judge in determining "equals" regarding quality, price and performance. Substitutions are only allowed prior to the closing date, as requested for consideration by the Contractor. Evaluations by the District shall be issued via addenda.
- 2.29 Substitutions after award for product unavailability or unforeseen conditions will be considered only under the following criteria:
 - 2.29.1 Unforeseen change to original project scope
 - 2.29.2 Cannot be delivered during the progress of the work
 - 2.29.3 Will no longer be available during the progress of the work
 - 2.29.4 The quality of the material, as specified, no longer meets the specifications
 - 2.29.5 Contractor shall be required to justify the substitution, confirm warranty, etc. Acceptance or rejection of a request will be based on the District's opinion to adaptability, durability, quality, aesthetics, and Contract Amount change, compared to the specified or noted items.
 - 2.29.6 Successful Contractor shall be required to justify the substitution, confirm warranty, etc. Acceptance or rejection of a request will be based on the District's opinion to adaptability, durability, quality, aesthetics, and Contract Amount change, compared to the specified or noted items.
- 2.30 Contractors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the bid evaluation purposes.
- 2.31 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.

- 2.32 Payment for the goods and/or services furnished by the Contractor shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Contractor at the Contractor's expense. The District may charge Contractor all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.
- 2.33 The District may, at its sole and absolute discretion:
 - 2.33.1 Reject any and all or parts of any or all bids submitted by prospective Contractors;
 - 2.33.2 Re-advertise this solicitation;
 - 2.33.3 Postpone or cancel the bid process for this solicitation;
 - 2.33.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this bid or in bids received in conjunction with this bid; and/or
 - 2.33.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.34 The District may terminate a contract at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this contract.
- 2.35 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Contractor believes they are confidential. The District, not Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.36 Appeal of Award. Contractor may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services department within seventy-two (72) hours after the receipt of the notice of award.

3.0 SPECIFIC CONDITIONS

3.1 The District is committed to be a responsible steward of its natural resources and believes that public education should provide leadership in developing an ethic of

- sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
- 3.2 For services requiring Contractor's presence on District property, the successful Contractor must provide proof of insurance that meets the insurance requirements stated in Section 9.0 of this IFB. Contractor must maintain required insurance during the term of the contract.
- 3.3 During the performance of this contract, the Contractor agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Contractor. The Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this contract.
- 3.4 Where there appears to be variances or conflicts between the information outlined in this IFB and/or the referenced Drawings and Specifications (if applicable), the more stringent requirement shall prevail. In all cases, the Contractor is responsible for notifying the District of the variance or conflict.
- 3.5 If the Contractor experiences a back order of items from its Supplier or Distributor, the Contractor shall ensure that such back orders are filled within a reasonable period of time. The Contractor shall not invoice PSD for back ordered items until items are delivered and accepted by PSD authorized representative. PSD shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another Contractor, and charge the Contractor for any re-procurement costs.

4.0 CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor is responsible for all DORA permits and any fire systems permits.
 - 4.1.1 The District is responsible for the state building permit and Poudre Fire Authority review.
- 4.2 The Contractor shall furnish all labor, materials and equipment, necessary for satisfactory Contract performance.
- 4.3 Upon request, proof will be available that the Contractor possesses adequate and sufficient equipment and resources to perform quality service and to commence work once the contract has been fully executed.
- 4.4 Contractor shall be responsible for all site cleanups, to include trash removal. District dumpsters are not to be used. The buildings and property of the District shall be left in an acceptable as found condition. All unusable materials and debris shall be removed from the District premises. At completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the District's project manager.
- 4.5 The Contractor shall be responsible for disposing environmentally hazardous waste materials in a manner that is consistent with regulations stipulated by the United

- States Environmental Protection Agency (EPA) as well as with any state or locally prescribed procedures.
- 4.6 Contractor shall be solely responsible for the safety of its work, materials, equipment, tools, etc. on the site and shall, if deemed necessary or expedient, employ, at its own expense, the services of a competent watchman. The District disclaims all responsibility for the safety of the work, materials, equipment tools, etc. or for any damage, which may be done to same due to theft, or any other cause until such time as the District formally accepts the completed work.
- 4.7 Contractor agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or of persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Contractor. Noting contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 4.8 Project estimates, schedules, work activity, other trades not included in the contract, inspections, and payment requests must be approved by the District's project manager.
- 4.9 Upon issuance of a purchase order, the Contractor shall adhere to the specified start and completion timeline stated on the purchase order and/or executed contract. Failure to complete project within the stated dates could result in termination of the contract by the District.
- 4.10 Contractor shall visit the project site prior to commencement of work to verify working area project scope and safety issues.
- 4.11 Contractor shall furnish all required personal safety equipment.
- 4.12 Contractor will be responsible for providing a clean and safe environment surrounding the work area at all times, including, if necessary, fencing of equipment, storage and work area. The buildings and property of the District shall be left in an acceptable as found condition.
- 4.13 Contractors are responsible for monitoring the BidNet website for any additional requirements, addenda and award information.

5.0 PROJECT SCOPE AND SPECIFICATIONS

- 5.1 The Project drawings and specifications are as follows:
 - 5.1.1 Drawings available upon request by emailing kwailly@psdschools.orgDated February 20, 20206 pages
 - 5.1.2 Exhibit A Project Manual Dated February 21, 2020 40 pages
- Work may begin **June 8, 2020** upon a successful execution of the Limited Scope Agreement and issuance of a District purchase order. Work shall be substantially

- completed on or before **July 10**, **2020**. There is no early finish incentive offered to the Contractor.
- 5.3 Work scheduling shall be coordinated between the District Project Manager and the Contractor. All work will be performed in accordance with accepted standards for work of a similar nature. Contractor must demonstrate experience with projects of similar size, scope, cost, schedule for educational entities via the references provided as required in section 10.0 of this IFB.
- Inspection of the work shall not relieve the Contractor of any obligation to fulfill the contract as prescribed. Work not meeting specifications shall be corrected, at Contractor's expense, and unsuitable work may be rejected, notwithstanding that such work has been previously inspected by the District Project Manager. Receipt of pertinent documentation and final inspection of finished product by the District Project Manager are required prior to release of final payment to the Contractor awardee.

6.0 EVALUATIONS AND AWARD OF CONTRACT

- 6.1 Responses to this IFB will be independently evaluated.
- Award of the contract shall be made to the responsive and responsible Contractor meeting the specifications and deemed to be in the best interests of the District. Interviews may be requested with one or more respondent. Final evaluation may be based on, but not limited to the following: price, adherence to specifications, performance, previous experience with similar projects and references.
 - 6.2.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 6.3 A submission of a bid in response to this IFB is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this IFB. The successful Contractor will be required to enter into and sign a formal contract.
 - 6.3.1 The contract language will control over any language contained within this IFB that conflicts with the signed and fully executed contract.
- 6.4 All changes in bid documents shall be through written addendum and shall be posted to BidNet.
 - 6.4.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding of the contract.

7.0 PERFORMANCE AND PAYMENT BOND

7.1 Colorado State Statues require a Performance Bond and a Payment Bond on public projects more than \$50,000.00. Contractor is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification of bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.

7.2 Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, as issued by The American Institute of Architects. Dates of bonds shall coincide with the date of the contract between the District and Contractor. Substitute forms may not be used.

8.0 WARRANTIES

- 8.1 The Contractor warrants that all parts, material, components, equipment and other items used to perform the work shall be new and suitable for the purpose used and will be of good quality, free from faults and defects and all Work will be free of defects and in conformance with the contract documents. The Contractor also warrants that its workers will be sufficiently skilled to produce the highest quality of work, which is free from faults and defects. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required.
- 8.2 The Contractor shall promptly repair, replace, or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed ty the District, Consultant, or Contractor before or after Final Completion. The Contractor shall bear all costs of correcting such work covered by the warranties.
- 8.3 The Contractor shall further warrant that all work shall be free of defects of material and workmanship for a period of one (1) year minimum and/or as required in the bid documents. The Contractor agrees it will, at its own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the term of the Guarantee Warranty. Whenever guarantees or warranties are required by the specifications for a longer period than the one (1) year warranty, such period shall govern. The District shall have the full benefit of longer warranties provided by the Contractor.
- 8.4 Upon discovery of any warranty defect, the District shall give written notice to the Contractor and state the time frame in which the repairs shall be made.
- 8.5 The Contractor, at its own expense, shall repair or replace any damages to equipment, facilities, or other personal or real property owned by the District which is damaged as a result of any such fault or defect, at no cost to the District.

9.0 INSURANCE

Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District Attention: Risk Management

Email: risk@psdschools.org (preferred method of communication)

2407 Laporte Ave Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this shall not reduce the indemnification liability that Contractor has assumed in section 9.1 below.

Commercial General Liability (General Contractor / Construction Manager)

Coverage to include:

- a. Premises and Operations
- b. Explosions, Collapse and Underground Hazard
- c. Personal / Advertising Injury
- d. Products / Completed Operations
- e. Liability assumed under an Insured Agreement (including defense costs assumed under Agreement)
- f. Designated Construction Project(s) General Aggregate Limit, ISO CG 2503 or equivalent
- g. Automatic Additional Insurance Endorsement, Owners, Lessees, or Contractors Endorsement, ISO CG 2038 or equivalent
- h. Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including Completed Operations, Lessees or Contractors Endorsement, ISO CG 2307 or equivalent and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Completed Operations coverage must be kept in effect for up to the statue of repose after project completion.

Minimum Limits

a. Each Occurrence Limit

\$2,000,000

b. General Aggregate

\$3,000,000

| C. | Products/Completed Operations Aggregate | \$3,000,000 |
|----|---|-------------|
| d. | Personal/Advertising Injury | \$2,000,000 |
| e. | Fire Damage (Any One Fire) | \$50,000 |
| f. | Medical Payments (Any One Person) | \$5,000 |

For estimated Projection Construction Cost from \$10,000,000 - \$29,999,999:

| a. | Each Occurrence | \$5,000,000 |
|----|---|-------------|
| b. | General Aggregate | \$5,000,000 |
| C. | Products/Completed Operations Aggregate | \$5,000,000 |
| d. | Personal/Advertising Injury | \$5,000,000 |
| e. | Fire Damage (Any One Fire) | \$50,000 |
| f. | Medical Payments (Any One Person) | \$5,000 |

For estimated Projection Construction Cost from \$30,000,000 - \$49,999,999:

| a. | Each Occurrence | \$10,000,000 |
|----|---|--------------|
| b. | General Aggregate | \$10,000,000 |
| C. | Products/Completed Operations Aggregate | \$10,000,000 |
| d. | Personal/Advertising Injury | \$10,000,000 |
| e. | Fire Damage (Any One Fire) | \$50,000 |
| f. | Medical Payments (Any One Person) | \$5,000 |

For estimated Projection Construction Cost from \$50,000,000 - \$99,999,999:

| a. | Each Occurrence | \$25,000,000 |
|----|---|--------------|
| b. | Annual Aggregate | \$25,000,000 |
| C. | Products/Completed Operations Aggregate | \$25,000,000 |
| d. | Personal/Advertising Injury | \$25,000,000 |
| e. | Fire Damage (Any One Fire) | \$50,000 |
| f. | Medical Payments (Any One Person | \$5,000 |

For estimated Projection Construction Cost over \$100,000,000 - Contact Risk Management for limits and type of insurance.

Professional Liability

Minimum Limits

| a. | Each Occurrence or Wrongful Act Limit | \$1,000,000 |
|----|---------------------------------------|-------------|
| b. | Annual Aggregate Limit | \$3,000,000 |

- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

Contractor's Pollution Liability, Including Errors and Omissions (If work involves potential pollution risk or losses caused by pollution conditions, including asbestos).

For losses caused by pollution conditions including coverage for bodily injury, property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense costs, including costs and expenses incurred in the

investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). and cleanup costs that arise from the operations of the Contractor as described in the Scope of Services section of this Agreement.

Minimum Limits

a. Per Loss \$5,000,000

b. Products/Completed Operations Aggregate \$5,000,000

- c. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- d. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from the Contractor's contracting activities for which the Contractor is legally liable.
- e. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- f. The policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement. Copy of policy endorsement must be attached to the Certificate of Insurance.
- g. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- h. Completed Operations Coverage shall be kept in place for up to the statute of repose.

Builders' Risk

The policy shall:

- a. Be written on an "All Risk" basis (Special Coverage Form) including flood and earthquake.
- b. Provide coverage of property at the construction site, off-site storage locations and in transit.
- c. Be written on a completed value; the estimated completed value of the project is used as the limit of insurance.
- d. Poudre School District R-1, its elected officials, employees, agents, and volunteers, the contractor, and subcontractors, shall be named insureds under the policy. Soft Costs (or delay in opening) coverage is necessary on very large projects. Specific coverage requirements will be determined based on the possible exposure. Contact Risk Management for additional specific insurance requirements.
- Coverage for agreements less than \$1 million is provided by Colorado School Districts Self Insurance Pool and requires a completed application.
- Agreements that exceed \$1 million may require additional builders' risk insurance coverage.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only required if Contractor operates vehicles in performing any services under this Agreement)

Bodily Injury & Property Damage Combined Single Limit Minimum

\$1,000,000

If work involves the transportation of hazardous materials or regulated substances:

- a. Bodily Injury/Property Damage (Each Accident) Minimum Limit \$5,000,000
- b. The Policy shall include a CA 9948 Endorsement (or its equivalent) and MCS-90 to provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.
- c. The policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured to the policy, with respect to liability arising out of the activities performed by, or on behalf of the Contractor and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Workers' Compensation and Employers' Liability*

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability

\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

- c. Waiver of subrogation in favor of Poudre School District R-1.
- * This requirement shall not apply if Contractor is exempt under the Colorado Workers' Compensation Act AND if Contractor has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

9.1 Indemnification

Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Contractor's operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

10.0 REFERENCES

JSSC WEST WING CARPET, WINDOWS and LIGHTING IFB 20-600-002

References are required – List three references for which your company has completed similar services for projects of similar scope (educational entity, construction, schedule, cost, to be considered).

| 10.1 | Company Name | |
|------|------------------|--|
| | Address | |
| | Contact Person | |
| | Telephone | |
| | Email | |
| | Describe type of | work/service performed or items supplied |
| | | |
| 10.2 | Company Name | |
| | Address | |
| | Contact Person | |
| | Telephone | |
| | Email | |
| | Describe type of | work/service performed or items supplied |
| | | |
| 10.0 | 0 N | |
| 10.3 | Company Name | |
| | Address | |
| | Contact Person | |
| | Telephone | |
| | Email | |
| | Describe type of | work/service performed or items supplied |
| | | |

11.0 <u>BID CERTIFICATION FORM</u> JSSC WEST WING CARPET, WINDOWS and LIGHTING IFB 20-600-002

Bids must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on April 2, 2020.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company's bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's bid is being offered independently of any other Contractor and in full compliance with the terms specified in this IFB.
- The company will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB closing.

| Company Name | | |
|---|--|--|
| | | |
| Signature of Agent | | |
| | | |
| Printed Name | | |
| | | |
| Title | | |
| | | |
| e-Mail Address | | |
| | | |
| Mailing Address | | |
| | | |
| Phone Number | | |
| | | |
| Contact Person | | |
| (If different from Agent – include e-mail address and phone number) | | |

SNOTE: Bids submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

12.0 <u>BID FORM</u>

JSSC WEST WING CARPET, WINDOWS and LIGHTING IFB 20-600-002

The District reserves the right to reject any or all bids or any parts thereof. The District's intent is to award a single contract to one Contractor.

Contractor proposes to furnish all labor and material to complete the execution of Work described in the bid documents.

| BASE BID LUMP SUM | | | | |
|--|---------|-------------|---|--|
| | | | | |
| | | Dollars (\$ |) | |
| The modifications to the bid documents noted in all addenda issued have been considered and all costs are included in the Bid Sum. | | | | |
| Addendum # | _ Dated | _ Signature | | |
| Addendum # | _ Dated | _ Signature | | |
| Addendum # | _ Dated | Signature | | |
| The undersigned Contractor agrees to achieve substantial completion of the project no later than July 10 , 2020 . There is no early incentive offered by the District. | | | | |
| Company Name: | | Date: | | |

Authorized Company Representative's Printed Name:

Authorized Company Representative's Signature:

Exhibit A

PROJECT MANUAL

PROJECT MANUAL

Johannsen Support Service Center Building Upgrades 2020

February 21, 2020



Owner:

Poudre School District 2445 LaPorte Avenue Fort Collins, Colorado 80521

Architect:

KALERT | Consulting Group, LLC 2429 Stonecrest Drive Fort Collins, CO 80521

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SECTION 011100 - SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Description
- B. Work by Owner
- C. Owner Furnished Products
- D. General Contractor use of site (and premises)

A. PROJECT DESCRIPTION – JSSC 2020 Upgrades

Projects consist of, but not limited to:

- Furniture moving and on-site storage to accommodate removal of existing carpet and installation of new carpet and walk-off mat. Re-installation of existing furniture in the existing configuration.
- Removal of existing broadloom carpet and re-installation of new broadloom carpet and abrasive action walk-off mat in selected areas.
- Removal and replacement of 19 existing fixed storefront window frames and 1 inch insulated glazing units, and removal existing glazing and re-installation of new 1 inch insulated glazing units in 1 existing aluminum storefront frames.
- Removal of 56 existing recessed fluorescent lighting fixtures and reinstallation of new LED lighting fixtures utilizing existing electrical power with <u>NEW</u> switching.
- B. Project will be completed in a single phase in the Summer of 2020.
- C. Contract: Preform Work under a General Construction contract, including labor, equipment, materials, and services required for the completion of the project.

1.2 OWNER FURNISHED PRODUCTS – Owner Furnished/Contractor Installed (OFCI)

- A. Products furnished to the site and paid for by Owner, Installed by Contractor:
 - 1. New LED Lighting Fixtures.

B. Owner's Responsibilities:

- 1. Arrange for and deliver Owner reviewed shop drawings, product data and samples to Architect.
- 2. Arrange for and pay for product delivery to site.
- 3. On delivery, inspect products jointly with Contractor
- 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
- 5. Arrange for manufacturer's warranties, inspections and service.

C. Contractor's Responsibilities:

- 1. Review Owner reviewed shop drawings, product data, and samples.
- 2. Receive and unload products at site; inspect for completeness or damage, jointly with Owner.
- 3. Handle, store, install and finish products.
- 4. Repair or replace items damaged after receipt.
- 5. Maintain product information for inclusion in Operation & Maintenance Manuals.
- 6. Provide Owner with adequate scheduling information and material information to comply with contract schedule/requirements

1.3 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner and Architect.

JSSC Upgrades 2020 01 11 00 - 1 Summary of Work

1. The special systems that require Contractor installation/wiring and Owner installation of equipment are to be completed three (3) weeks prior to the Substantial Completion Date. Contractor is responsible for correcting any defects found by testing of complete system.

- B. Contractor shall take into account the various portions of the Work and the time schedule when preparing and submitting shop drawings and other required submittals. The Contractor shall provide sufficient manpower and equipment during each portion of the Work to meet the various completion deadlines.
- C. The Work shall commence with the Notice to Proceed and shall be Substantially Complete per the Contract Documents.
- D. Materials and work listed as OFCI shall be included in the schedule by the Contractor as needed for Contractor to meet the schedule requirements of the Contract Documents. These activities must be completed as part of Substantial Completion excluding:
- PART 2 PRODUCTS NOT USED
- PART 3 EXECUTION NOT USED

(END OF SECTION)

JSSC Upgrades 2020 01 11 00 - 3 Summary of Work

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Latex joint sealants.
- B. Related Sections:
 - 1. Section 088000 "Glazing" for glazing sealants.
- C. Product Data: For each joint-sealant product indicated.
- D. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. <u>Products</u>: Subject to compliance with requirements, provide one of the following:
 - a. <u>Dow Corning Corporation</u>; 790.
 - b. GE Advanced Materials Silicones; SilPruf LM SCS2700.
 - c. <u>Pecora Corporation</u>; 890.
 - d. <u>Sika Corporation, Construction Products Division</u>; SikaSil-C990.
 - e. <u>Tremco Incorporated</u>; Spectrem 1.
 - 2. Joint Locations:
 - a. Perimeter exterior joints between existing materials and frames of windows.

2.3 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Sonolac.
 - b. <u>Bostik, Inc.</u>; Chem-Calk 600.
 - c. Pecora Corporation; AC-20+.
 - d. Tremco Incorporated; Tremflex 834.
 - 2. Joint Locations:
 - a. Perimeter joints between interior wall surfaces and frames of interior doors and windows.

2.4 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

- 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
- 3. Remove laitance and form-release agents from concrete.
- 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

3.4 CLEANING

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

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 084113 - ALUMINUM-FRAMED WINDOWS

PART 1 - GENERAL

1.1 Related Documents

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

1.2 Summary

- 1. Section Includes:
 - a. Architectural Aluminum Storefront Systems, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of storefront units.
- 2. Related Sections:
 - a. 088000 "Glazing"

1.3 Definitions

1. Definitions: For fenestration industry standard terminology and definitions refer to American Architectural Manufacturers Association (AAMA) – AAMA Glossary (AAMA AG).

1.4 Performance Requirements

- 1. Storefront System Performance Requirements:
 - 1. Air Leakage: The test specimen shall be tested in accordance with ASTM E 283. Air Leakage rate shall not exceed 0.06 cfm/ft2 (0.3 l/s · m2) at a static air pressure differential of 6.2 psf (300 Pa) with interior seal, or, rate shall not exceed 0.06 cfm/ft2 (0.3 l/s · m2) at a static air pressure differential of 1.6 psf (75 Pa) without interior seal. CSA A440 Fixed Rating.
 - 2. Water Resistance: The test specimen shall be tested in accordance with ASTM E 331. There shall be no leakage at a minimum static air pressure differential of 10 psf (479 Pa) as defined in AAMA 501.
 - 3. Uniform Load: A static air design load of 30 psf (1436 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of L/175 of the span of any framing member. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.
 - 4. Seismic: When tested to AAMA 501.4, system must meet design displacement of 0.010 x the story height and ultimate displacement of 1.5 x the design displacement.
 - 5. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures:
 - a. Temperature Change (Range): 0 deg F (-18 deg C); 180 deg F (82 deg C).
 - b. Test Interior Ambient-Air Temperature: [75 deg F (24 deg C)].
 - c. Test Performance: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5 for a minimum 3 cycles.
 - 6. Energy Efficiency:

- a. Thermal Transmittance (U-factor): When tested to AAMA Specification 1503, the thermal transmittance (U-factor) shall not be more than:
 - 1) 0.32 (low-e) BTU/hr/ft²/°F.
- 7. Condensation Resistance (CRF): When tested to AAMA Specification 1503, the condensation resistance factor shall not be less than:
 - a. 68_{frame} and 68_{glass} (low-e).
- 8. Condensation Resistance (I): When tested to CSA A-440, the condensation index shall not be less than:
 - a. 60_{frame} , and 62_{glass} (low-e).

1.5 Submittals

- 1. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, hardware, finishes, and installation instructions for each type of aluminum-framed storefront system indicated.
- 2. Shop Drawings: Include plans, elevations, sections, details, hardware, and attachments to other work, operational clearances and installation details.
- 3. Samples for Initial Selection: For units with factory-applied color finishes including samples of hardware and accessories involving color selection.
- 4. Samples for Verification: For aluminum-framed storefront system and components required.
- 5. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for each type of aluminum-framed storefront.
- 6. Fabrication Sample: Of each vertical-to-horizontal intersection of aluminum-framed systems, made from 12" lengths of full-size components and showing details of the following:
 - 1. Joinery.
 - 2. Anchorage.
 - 3. Expansion provisions.
 - 4. Glazing.
 - 5. Flashing and drainage.

1.6 Quality Assurance

- 1. Installer Qualifications: An installer which has had successful experience with installation of the same or similar units required for the project and other projects of similar size and scope.
- 2. Manufacturer Qualifications: A manufacturer capable of providing aluminum framed storefront system that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.
- 3. Source Limitations: Obtain aluminum-framed storefront system through one source from a single manufacturer.
- 4. Product Options: Drawings indicate size, profiles, and dimensional requirements of aluminum-framed storefront system and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements". Do not modify size and dimensional requirements.
 - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

1.7 Project Conditions

1. Field Measurements: Verify actual dimensions of aluminum-framed storefront openings by field measurements before fabrication and indicate field measurements on Shop Drawings.

1.8 Warranty

- 1. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty.
 - 1. Warranty Period: Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warranty shall begin in no event later than six months from date of shipment by manufacturer.

PART 2 - PRODUCTS

2.1 Manufacturers

- 1. <u>Basis-of-Design Product</u>:
 - 1. Kawneer Company Inc.
 - 2. TrifabTM 451UT Framing (Thermal)
 - 3. System Dimensions: 2" x 4-1/2" (50.8 mm x 114.3 mm)
 - 4. Glass: Center Plane
- 2. Substitutions: Refer to Substitutions Section for procedures and submission requirements.
 - 1. Pre-Contract (Bidding Period) Substitutions: Submit written requests ten (10) days prior to bid date.
 - a. Acceptable Substitutions
 - i. Tubelite
 - ii. Manko
 - iii. Acorn Building Components, Inc.
 - iv. Alenco Division
 - v. EFCO Corp.
 - vi. Traco
- C Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.
- 4. Substitution Acceptance: Acceptance will be in written form, either as an addendum or modification, and documented by a formal change order signed by the Owner and Contractor.

2.2 Materials

- 1. Aluminum Extrusions: Alloy and temper recommended by aluminum storefront manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.070" wall thickness at any location for the main frame and complying with ASTM B 221: 6063-T6 alloy and temper.
- 2. Fasteners: Aluminum, nonmagnetic stainless steel or other materials to be non-corrosive and compatible with aluminum window members, trim hardware, anchors, and other components.
- 3. Anchors, Clips, and Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.

- 4. Reinforcing Members: Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
- 5. Sealant: For sealants required within fabricated storefront system, provide permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.
- 6. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of storefront members are nominal and in compliance with AA Aluminum Standards and Data.

2.3 Storefront Framing System

- 1. Thermal Barrier (Trifab™ 451UT):
 - 1. Kawneer DUAL IsolockTM Thermal Break with two (2) 1/4" (6.4 mm) separations consisting of a two-part chemically curing, high-density polyurethane, which is mechanically and adhesively joined to aluminum storefront sections.
 - a. Thermal Break shall be designed in accordance with AAMA TIR-A8 and tested in accordance with AAMA 505.
- 2. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- 3. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials. Where exposes shall be stainless steel.
- 4. Perimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
- 5. Packing, Shipping, Handling and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- 6. Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle storefront material and components to avoid damage. Protect storefront material against damage from elements, construction activities, and other hazards before, during and after storefront installation.

2.4 Glazing Systems

- 1. Glazing: As specified in the drawings and Specifications".
- 2. Glazing Gaskets: Manufacturer's standard compression types; replaceable, extruded EPDM rubber.
- 3. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.
- 4. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.
- 5. Glazing Sealants: As recommended by manufacturer for joint type, and as follows:
 - 1. Weatherseal Sealant: ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O; single-component neutral-curing formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and aluminum-framed-system manufacturers for this use.

2.5 Accessory Materials

1. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Division 07 Section "Joint Sealants".

2.6 Fabrication

- 1. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fit joints; make joints flush, hairline and weatherproof.
 - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
 - 4. Physical and thermal isolation of glazing from framing members.
 - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 6. Provisions for field replacement of glazing.
 - 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- 2. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- 3. Structural-Sealant-Glazed Framing Members: Include accommodations for using temporary support device to retain glazing in place while structural sealant cures.
- 4. Storefront Framing: Fabricate components for assembly using manufacturer's standard installation instructions.
- 5. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.7 Aluminum Finishes

- 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- 2. Factory Finishing:
 - Kawneer Permanodic™ AA-M10C21A31, AAMA 611, Architectural Class II Clear Anodic Coating, Color #17 Clear

PART 3 - EXECUTION

3.1 Examination

- 1. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weather tight aluminum-framed storefront installation.
 - 1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
 - 2. Wood Frame Walls: Dry, clean, sound, well nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches (76 mm) of opening.

- 3. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
- 4. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 Installation

- 1. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing aluminum-framed storefront system, accessories, and other components.
- 2. Install aluminum-framed storefront system level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- 3. Set sill members in bed of sealant or with gaskets, as indicated, for weather tight construction.
- 4. Install aluminum-framed storefront system and components to drain condensation, water penetrating joints, and moisture migrating within aluminum-framed storefront system to the exterior.
- 5. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 Field Quality Control

- Field Tests: Architect shall select storefront units to be tested as soon as a representative portion
 of the project has been installed, glazed, perimeter caulked and cured. Conduct tests for air
 infiltration and water penetration with manufacturer's representative present. Tests not meeting
 specified performance requirements and units having deficiencies shall be corrected as part of the
 contract amount.
 - 1. Testing: Testing shall be performed by a qualified independent testing agency. Refer to Testing Section for payment of testing and testing requirements. Testing Standard per AAMA 503, including reference to ASTM E 783 for Air Infiltration Test and ASTM E 1105 Water Infiltration Test.
 - a. Air Infiltration Tests: Conduct tests in accordance with ASTM E 783. Allowable air infiltration shall not exceed 1.5 times the amount indicated in the performance requirements or 0.09 cfm/ft², whichever is greater.
 - b. Water Infiltration Tests: Conduct tests in accordance with ASTM E 1105. No uncontrolled water leakage is permitted when tested at a static test pressure of two-thirds the specified water penetration pressure but not less than 6.2 psf (300 Pa).
- 2. Manufacturer's Field Services: Upon Owner's written request, provide periodic site visit by manufacturer's field service representative.

3.4 Adjusting, Cleaning, and Protection

- 1. Clean aluminum surfaces immediately after installing aluminum framed storefronts. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- 2. Clean glass immediately after installation. Comply with glass manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- 3. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

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END OF SECTION 084113

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
 - 1. Exterior Window Insulated Glazing Units
- B. Related Requirements:
 - 1. Section 084113 Aluminum Framed Windows.

1.2 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.4 ACTION SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Glass Samples: For each type of glass product; 12 inches (300 mm) square.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For glass and glazing products, from manufacturer.
- B. Warranties: Sample of special warranties.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is certified by coated-glass manufacturer.
- B. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.
- C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- D. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
- E. Source Limitations for Glass: Obtain products from single source, from single manufacturer, for each glass type.
- F. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.
- G. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. GANA Publications: GANA's "Glazing Manual."
 - 2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR-A7, "Sloped Glazing Guidelines."
 - 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
 - 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- H. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the SGCC, other certification agency acceptable to authorities having jurisdiction, or the manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- I. Fire-Protection-Rated Glazing Labeling: Permanently mark fire-protection-rated glazing with certification label of a testing agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, test standard, whether glazing is for use in fire doors or other openings, whether or not glazing passes hose-stream test, whether or not glazing has a temperature rise rating of 450 deg F (250 deg C), and the fire-resistance rating in minutes.

J. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written recommendations for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or below 60 deg F.

1.9 WARRANTY

- A. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
 - 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

- A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
 - 1. Glass Thickness: Not less than 3/16 inch (6.0 mm).
- B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass.
- C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:

1. For monolithic-glass lites, properties are based on units with lites 1/4 inch (6.0 mm) thick.

2.2 EXTERIOR GLASS PRODUCTS

- A. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.
- B. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
 - 2. For uncoated glass, comply with requirements for Condition A.
 - 3. For coated vision glass, comply with requirements for Condition C (other coated glass).
- C. Low E Glazing: Heat Strengthened, unless tempered is required:
- D. 1" Fabricated Insulating Glass Units (Exterior Glazing Types 1, and 2):
- E. Approved manufacturers:
 - 1. Old Castle
 - 2. PPG
 - 3. Cardinal
 - 4. Trulite

<u>GLASS 1 :</u> (NORTH VIEW WINDOWS, SOUTH CLERESTORIES). BASIS OF DESIGN : VIRACON VE 1-55 OR EQUIVALENT* CARDINAL PRODUCT.

| | <u>TINT</u> | VISIBLE LIGHT | WINTER U-VALUE | SHGC | SHADING COEFFICIENT |
|----------|-------------|----------------------|-----------------------|-------------|----------------------------|
| VIRACON: | CLEAR | 47% | 0.31 | 0.35 | 0.40 |
| CARDINAL | : CLEAR | 45% | 0.33 | 0.41 | |

<u>GLASS 2:</u> (SOUTH, EAST, AND WEST VIEW WINDOWS). BASIS OF DESIGN: VIRACON VE1-40 OR EQUIVALENT* CARDINAL PRODUCT.

| | TINT | VISIBLE LIGHT | WINTER U-VALUE | SHGC | SHADING COEFFICIENT |
|----------|-------------|---------------|----------------|------|---------------------|
| VIRACON: | CLEAR | 36% | 0.31 | 0.28 | 0.31 |
| CARDINAL | : CLEAR | 41% | 0.32 | 0.31 | |

^{*} COLORED TINTS SUCH AS BRONZE, GREEN, BLUE, ETC. SHALL NOT BE USED TO MEET THE PERFORMANCE CRITERIA SPECIFIED (GLASS MUST BE CLEAR OR GREY).

2.3 GLAZING STOPS

- A. Exterior Glazing Stops: To match windows, sloped for wash.
- B. Interior Glazing Stops: Material to match glazing framing system.
 - 1. Aluminum to match existing system.

2.4 GLAZING SEALANTS

A. General:

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- 1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- 3. Sealants used inside the weatherproofing system, shall have a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- 4. Colors of Exposed Glazing Sealants: Clear.
- B. Glazing Sealant: Acid-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.
 - 1. Basis-of-Design product: Subject to compliance with requirements, provide Dow Corning 999-A, or an equivalent product by one of the following:
 - a. BASF Building Systems.
 - b. Bostik, Inc.
 - c. Dow Corning Corporation.
 - d. GE Advanced Materials Silicones.
 - e. Pecora Corporation.
 - f. Tremco Incorporated.
- C. Glazing Sealants for Fire-Rated Glazing Products: Products that are approved by testing agencies that listed and labeled fire-resistant glazing products with which they are used for applications and fire-protection ratings indicated.

2.5 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 - 1. AAMA 804.3 tape, where indicated.
 - 2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 - 3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Products: Subject to compliance with requirements, provide one of the following products:
 - 1. 3M Weatherban Ribbon Sealer, 1/16 inch thick.
 - 2. Or approved equal.

2.6 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness recommended by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Perimeter Insulation for Fire-Resistive Glazing: Product that is approved by testing agency that listed and labeled fire-resistant glazing product with which it is used for application and fire-protection rating indicated.

2.7 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - 2. Presence and functioning of weep systems.
 - 3. Minimum required face and edge clearances.
 - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

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

B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that will leave visible marks in the completed work.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Provide fully-tempered glass units where required by the 2003 International Building Code, and in all operable sashes and at glass units mounted less than 18 inches from the floor.
- C. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.
- D. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- E. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- F. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Center glass units in rabbet in order to maintain recommended clearances at perimeter on all four sides, inside and out. Set blocks in thin course of compatible sealant suitable for heel bead.
- G. Maintain 1/8 inch clearance between glass face and metal stops.
- H. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- I. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- J. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- K. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- L. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

- M. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- N. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 SEALANT GLAZING (WET)

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

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3.6 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 088000

GLAZING

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Resilient base.
 - 2. Resilient molding accessories.
- B. Related Requirements:
 - 1. Section 096816 Sheet Carpeting.
 - 2. Section 124813Entrance Floor Mats.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches (300 mm) long.
- C. Samples: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches (300 mm) long.

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. Furnish not less than 10 linear feet (3 linear m) of each type, color, pattern, and size of resilient product installed.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for installation of resilient base and accessories.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by the manufacturer for installation techniques required.
 - 2. Installer shall have a minimum of 5 years experience on similar installations, and/or be certified by the manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the jobsite in original unopened containers that bear the name and brand of the manufacturer.

B. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 65 deg F or more than 95 deg F.

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.

PART 2 - PRODUCTS

2.1 RUBBER BASE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Burke Industries Inc.
 - 2. Johnsonite
 - 3. Flexco.
 - 4. R.C. Musson Rubber Company
 - 5. Roppe Corporation, USA.
- B. Top-set coved rubber base:
 - 1. Thickness: 0.125 inch (3.2 mm).
 - **2.** Height: 4" inches
- C. Lengths: Cut lengths 48 inches (1219 mm) long.
- D. Outside Corners: Job formed.
- E. Inside Corners: Job formed.
- F. Colors: Matte finish black, or as otherwise indicated.

2.2 RUBBER MOLDING ACCESSORY

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Burke Industries Inc.
 - 2. Johnsonite
 - 3. Flexco.

- 4. R.C. Musson Rubber Company
- 5. Roppe Corporation, USA.
- B. Description: Rubber reducer strip for resilient flooring.
- C. Locations: Between new resilient flooring and new carpet, and as indicated.
- D. Profile and Dimensions: As appropriate for the transition required, as recommended by the manufacturer, and as indicated.
- E. Colors and Patterns: Matte finish black, or as otherwise indicated.

2.3 INSTALLATION MATERIALS

A. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces and form with returns not less than 24 inches in length.
 - a. Form without producing discoloration (whitening) at bends.
 - 2. Outside Corners: Terminate base at bullnose corners where run after bullnose is less than 2 inches. Paint CMU black to height of Rubber Base to door frame or next termination point.
 - 3. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 24 inches in length.
 - a. Miter corners to minimize open joints.

3.3 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at connections between new resilient flooring and new carpet.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum horizontal surfaces thoroughly.
 - 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear until Substantial Completion.

END OF SECTION 096513

SECTION 096816 - SHEET CARPETING

GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Installation of direct glued broadloom carpet
- 2. Installation of direct glued abrasive action walk-off mat.
- 3. Floor leveling, adhesive, transitions and edging and all related accessories, provided and installed by the General Contractor

B. Related Requirements:

1. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet.

1.2 GENERAL DESIGN GUIDELINES

- A. This standard contains one approved face yarn material and one approved backing material. Substitute or alternate carpet systems shall not be specified without approval of the PSD Project Manager.
- B. Carpet appearance shall be an overall multi-color, random tweed. Solid color or patterned carpet may be used only with approval of the PSD Project Manager.

C. Prohibitions:

- 1. Carpeting should be installed only in appropriate classrooms and accessory spaces. Carpet shall not be installed in corridors or other high-traffic areas without specific approval of the PSD Project Manager (In some circumstances, carpet may be installed in corridors of Elementary and Kindergarten through 8th Grade schools.)
- 2. Carpet shall not be installed in lunchrooms, cafeterias, or other food service spaces.
- 3. Carpet shall not be installed on stairs or nosings except in low traffic areas where necessary for acoustic performance.
- 4. Carpet intended for floor installation shall not be installed on vertical surfaces.
- 5. Carpet tile may be used with approval of the PSD Project Manager and shall be adhered with releasable adhesive.
- 6. Separate carpet cushion shall not be used in any application.
- 7. Carpet-over-carpet retrofit is discouraged.
- D. Carpet shall be installed under all movable items and open-bottomed and raised-bottom obstructions. Carpet shall extend into closets and alcoves of rooms to be carpeted, unless other floor finish is indicated for these spaces.
- E. Incorporate project-specific installation conditions in the carpet specification, including appropriate specifications for substrate preparation. Specify appropriate underlayments. Gypsum based underlayment products shall not be specified.

- F. Coordinate moisture and alkalinity testing requirements with other design and specification requirements.
- G. Ensure that resilient base and accessories are specified (not included in this section).
- H. For carpet retrofit projects, coordinate removal and reinstallation of furniture and equipment with the scope of the construction contract. Under no circumstances will the custodial staff be allowed to move furniture and equipment for construction purposes. Moving and staging of furniture and equipment will be accomplished by outside vendors or will be included under the general construction contract.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Samples: For each of the following products and for each color and texture required. Label each 12" x 12" Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
- C. Manufacturer's test reports:
 - 1. For carpet installations over 500 square yards, submit carpet layout drawings showing seam locations, pattern, nap direction, and type of edge treatment. No perpendicular seams shall occur within door openings. Show cross seams.
 - 2. Carpet name, manufacturer, and complete specification data. Submit product data for adhesive and seam welding materials.
 - 3. Manufacturer's maintenance data. Include methods for maintaining carpet, including stain-removal products and procedures, and precautions for cleaning materials and methods that could be detrimental to finishes and performance
 - 4. Record finish schedule including material and color designations
- D. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- (300-mm-) long Samples.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.
- B. Standard for Installation of Commercial Carpet as published by the Carpet and Rug Institute (CRI).
- C. Carpet materials shall be from a single dye lot. Visible differences in color or texture shall be grounds for rejection and replacement with new material at the Contractor's expense.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with CRI 104, Section 5, "Storage and Handling."

1.6 PROJECT CONDITIONS

A. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12, "Ventilation."

1.7 WARRANTY

- A. Provide an extended warranty underwritten by the carpet manufacturer for a minimum period of 20 (twenty) years.
 - 1. Coverage limits shall not be pro-rated at any time during the warranty period.
 - 2. Coverage shall not be restricted to any amount less than the cost of material and labor for complete replacement of carpet.
 - 3. Warranty coverage shall include, at minimum, surface wear exceeding 15% of pile fiber, edge ravel, loss of seam integrity, delamination, and loss of adhesion to the floor, yarn pulls, zippering, and moisture penetration.
- B. Installation Contractor shall provide a written warranty for a period of two (2) years. Warranty shall guarantee the completed installation to be free from defects in materials and workmanship.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet: Extra stock shall include carpet scraps larger than 3'-0" in minimum dimension and uncut full-roll width equal to two (2) percent of the total area of each type of carpet installed, but not less than the equivalent of eight (8) square yards of each type of carpet installed.
 - 2. Contractor shall deliver extra stock of carpet to Owner's designated storage space

1.9 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet until ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Do not install carpet over concrete slabs until slabs have cured, are sufficiently dry to bond with adhesive, and have pH range recommended by carpet manufacturer.

PART 2 - PRODUCTS

2.1 BROADLOOM CARPET

- A. Products: Acceptable Carpet products listed below are subject to meeting all other requirements of this specification. It's the burden of the carpet manufacturer to illustrate compliance with this specification
 - 1. Tandus
 - a. Aftermath II
 - b. Field Day
 - 2. Mannington
 - a. Mainboard
 - b. Crosstalk
 - c. Hub
 - d. Ouadrant Collection
 - e. All Star Collection
 - 3. Mohawk
 - a. Expedition Collection
 - b. Denim
 - c. Relaxing Floors Collection
 - d. Learn & Live

B. Materials & Construction

- 1. Face Yarn
 - a. Yarn: 100% Antron Type 6.6
 - b. Minimum face yarn weight: 17 oz/sy
 - c. Weave: Tufted level loop
 - d. Gauge: 1/10 inch minimum
 - e. Average pile density: 5,000 oz/sy minimum per ASTM D418-82

C. Backing

- 1. Primary backing and bonding agent: 100% synthetic (no SBR latex)
- 2. Secondary backing (cushion or solid vinyl)
 - a. Polyvinyl cushion, 18 lb/cu.ft. density, 1/10-inch thickness
 - b. Solid closed cell non-aqueous polymeric vinyl composite
 - c. Dimensions: 6' or 12' width roll goods or modular carpet 24"x24" modular carpet size to be approved by PSD Project Manager.

2.2 ABRASIVE ACTION WALK-OFF MAT (Owner Furnished Contractor Installed)

A. Products:

- 1. Manufacturer: Tandus
- 2. Abrasive Action
- 3. Asphalt #19102

2.3 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation approved by carpet manufacturer for applications indicated.
 - 1. Products: Sub-floor filler and underlayment's shall be materials approved by the carpet manufacturer.
 - 2. Fillers and underlayment's containing gypsum are not acceptable.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and is recommended or provided by carpet manufacturer.
 - 1. Adhesives shall be CRI "Green Label" approved.
 - 2. Adhesives shall be non-toxic, low VOC, non-flammable, waterproof, and release-type cements as recommended and warranted by the carpet manufacturer for each substrate and installation condition. Mill-applied adhesives are acceptable
- C. Adhesives shall be non-toxic, low VOC, non-flammable, waterproof, and release-type cements as recommended and warranted by the carpet manufacturer for each substrate and installation condition. Mill-applied adhesives are acceptable
- D. Floor Primer: C-46 for aged concrete flooring, and as recommended by the carpet manufacturer.
- E. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.
- E. Transition Moldings and Edge Strips: Rubber Roppe #159 Tile/Carpet Joiner, color as selected from manufacturer's full color range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - Slab substrates are dry and free of curing compounds, sealers, hardeners, and other
 materials that may interfere with adhesive bond. Determine adhesion and dryness
 characteristics by performing bond and moisture tests recommended by carpet
 manufacturer.

- 2. Environmental and Substrate Conditions includes air temperature, floor temperature, moisture content, and alkalinity testing of new concrete substrates.
 - a. Contractor shall perform tests and shall submit test reports to the Owner and Architect.
 - b. Testing shall be made for each 1,000 s.f. of surface area
 - c. Air temperature: Minimum of 5 degrees above dew point
 - d. Floor temperature: Minimum 5 degrees above dew point
 - e. Floor moisture content: Emission rate of not more than 3 lbs/1 ,000 sq. ft./24 hrs when tested by calcium chloride moisture test in compliance with CRI 104, 6.2.1 with subfloor temperature not less than 55 degrees F.
 - f. Floor alkalinity: Minimum 9 pH, maximum 11 pH
- 3. Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" for slabs receiving carpet.
- 4. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 7.3, "Site Conditions; Floor Preparation," and with carpet manufacturer's written installation instructions for preparing substrates.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm), unless more stringent requirements are required by manufacturer's written instructions.
- C. Leveling of major uneven concrete floor joints or other irregularities by bush hammering or grinding and filling will be accomplished by General Contractor. Leveled areas shall be inspected by the Architect before carpeting work may proceed. Minor filling of low areas, irregularities and filling of control joints will be performed by this Contractor. NO EXTRAS ALLOWED FOR ANY AMOUNT OF FLOOR PREPARATION.
- D. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet manufacturer.
- E. Sand or grind surface smooth to eliminate telegraphing and photographing of depressions, peaks, roughness, high points, and surface characteristics of underlayment.
- F. Broom and vacuum clean substrates to be covered immediately before installing carpet.

3.3 INSTALLATION

A. Comply with CRI 104 and carpet manufacturer's written installation instructions for the following:

- 1. Carpet shall be applied by Direct-Glue-Down Installation: Comply with CRI 104, Section 9.Adhesive shall be applied over the entire field area with a clean, notched trowel. Random adhesive application is not acceptable
- 2. Roll entire field with a 75-lp steel roller. Roll carpet slowly and carefully in both directions to assure good adhesive transfer. Roll a second time to eliminate bubbles
- B. Chemically weld seams, if broadloom.
- C. Comply with carpet manufacturer's written recommendations and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.
- D. Install carpet wall-to-wall, using continuous lengths and `broadest widths possible to minimize the placement of seams in traffic lanes.
- E. Cut edges shall be trued and appropriately treated to form invisible and non-raveling joints where exposed.
- F. Provide carpet edge guard at every location where edge of carpet is exposed to traffic, except where another device, such as an expansion joint cover system or threshold, is provided with an integral carpet binder bar
 - 1. Do not bridge building expansion joints with carpet.
- G. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- H. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- I. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- J. Install pattern parallel to walls and borders to comply with CRI 104, Section 15, and "Patterned Carpet Installations" and with carpet manufacturer's written recommendations.

3.4 FIELD QUALITY CONTROL

- A. Installed carpet shalt be free of spots, dirt or soil, shalt be without tears and frayed or pulled tufts, and shall be free of obvious color variations at seams.
- B. Carpet shall be smooth and free of humps or air bubbles between carpet and substrate.
- C. Such defects that cannot be remedied to the satisfaction of the Architect shall be removed and replaced with new materials by the Contractor

3.5 CLEANING AND PROTECTING

- A. Perform the following operations immediately after installing carpet:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
 - 2. Remove yarns that protrude from carpet surface.
 - 3. Vacuum carpet using commercial machine with face-beater element.
- B. Protect installed carpet to comply with CRI 104, Section 16, and "Protecting Indoor Installations."
- C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer.

END OF SECTION 096816

SECTION 124940 - ROLLER SHADES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes roller shades.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, details of installation, operational clearances, wiring diagrams, and relationship to adjoining Work.
 - 1. Verify dimensions by field measurements before fabrication and indicate measurements on Shop Drawings.
- C. Samples: For each exposed finish and for each color and texture required.
- D. Maintenance data.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.
- B. Fire-Test-Response Characteristics: Provide products passing flame-resistance testing according to NFPA 701 by a testing agency acceptable to authorities having jurisdiction.
- C. Comply with WCMA A 100.1.

PART 2 - PRODUCTS

2.1 ROLLER SHADES

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Draper Inc.; Series PW 3500/4100/4400
 - 2. MechoShade Systems, Inc.; ThermoVeil Group, 2104 series
 - 3. Insolroll
- C. Shade Band Material: PVC-coated fiberglass and polyester blends

- 1. Colors: As selected by Architect from manufacturer's full range
- 2. Material Openness Factor: 13 percent.
- D. Rollers: Electrogalvanized or epoxy primed steel or extruded-aluminum tube of diameter and wall thickness required to support and fit internal components of operating system and the weight and width of shade band material without sagging; designed to be easily removable from support brackets. Provide capacity for [one] [two] <Insert number> roller shade band(s) per roller.
- E. Direction of Roll: Regular, from back of roller.
- F. Mounting Brackets: Fascia end caps, fabricated from steel finished to match fascia or headbox.
- G. Mounting: Mount to existing window head construction to match existing.
- H. Shade Operation: Manual; with continuous-loop bead-chain, clutch, and cord tensioner and bracket lift operator.
- I. Fascia: Mecho Slimline (or equivalaent)

2.2 ROLLER SHADE FABRICATION

- A. Unit Sizes: Obtain units fabricated in sizes to fill window and other openings as follows, measured at 74 deg F (23 deg C):
- B. Installation Brackets: Designed for easy removal and reinstallation of shade, for supporting fascia, roller, and operating hardware and for hardware position and shade mounting method indicated.
- C. Installation Fasteners: No fewer than two fasteners per bracket, fabricated from metal noncorrosive to shade hardware and adjoining construction; type designed for securing to supporting substrate; and supporting shades and accessories under conditions of normal use.

PART 3 - EXECUTION

3.1 ROLLER SHADE INSTALLATION

- A. Install roller shades level, plumb, and aligned with adjacent units according to manufacturer's written instructions, and located so shade band is not closer than 2 inches to interior face of glass. Allow clearances for window operation hardware.
- B. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.
- C. Clean roller shade surfaces after installation, according to manufacturer's written instructions.

END OF SECTION 12494

Exhibit B

LIMITED SCOPE AGREEMENT SAMPLE

POUDRE SCHOOL DISTRICT

LIMITED SCOPE AGREEMENT

FOR

PROVISION OF PROFESSIONAL SERVICES, CONSTRUCTION SERVICES, AND/OR MATERIALS

| THIS AGREEMENT, effective the | _, 20_ | _ by and between Poudre |
|---|--------|-------------------------|
| School District R-1, hereinafter referred to as the "District," | and | |
| hereinafter referred to as the "Contractor," for the following | projec | et: |

Solicitation Method... RFQu, RFP, IFB

WITNESSETH THAT:

WHEREAS, the District is desirous of engaging the services of the Contractor for purposes of obtaining the Contractor's expertise in the areas of construction and/or to provide certain materials for the above project; and

WHEREAS, the Contractor has agreed to provide such services and/or materials under certain terms and conditions as hereinafter set forth; and

WHEREAS, the services and/or materials to be provided by the Contractor are to be limited to the services which are more fully described herein; and

WHEREAS, the parties hereto wish to memorialize, in writing, the terms of their agreements and understandings with regard to the rights and obligations of the District and the Contractor in connection therewith.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

- 1. The Contractor will provide the services which are described herein and contemplated to be provided by the Contractor in fulfillment of the project of the District, a written copy of which Project Scope of Services, if available, is attached to, incorporated herein and titled "Exhibit 1." The provisions of this Agreement shall prevail in the event of conflict between this Agreement and any Exhibit hereto or any purchase order associated herewith.
- 2. The Contractor shall perform the services in a professional manner and in conformity with all applicable federal, state, county, and local municipal or regulatory statutes, ordinances, codes, standards, directives, rules, and regulations. To the extent of its liability insurance limits, the Contractor shall fully indemnify the District for all claims or damages, including all direct, incidental, special or consequential damages or liability, that the District may incur as a result of any negligent acts or omissions of the Contractor and the Contractor's employees and agents performing the services (or goods and services) herein, including third party claims. Any materials obtained or provided by the Contractor hereunder shall be of good quality and sufficient for the project and/or the District's needs.

- 3. The District shall provide the Contractor with complete information concerning the project, and shall allow the Contractor the opportunity to review all necessary and reasonable documents concerning the project.
- 4. The Contractor shall not be liable for the District's use of materials prepared by the Contractor, if the District's use is beyond the scope of the project.
- 5. Changes in the nature and scope of the services to be provided by the Contractor pursuant to this Agreement shall be as agreed upon in writing from time to time by the Contractor and the District. Any material changes in the nature of the services to be provided by the Contractor must first be reduced to writing and executed by the District and Contractor.
- 6. This Agreement may be terminated by either of the parties hereto upon seven days written notice to the other party, if either party should fail to substantially perform its obligations pursuant to this Agreement. If not so terminated, this Agreement shall continue until the services (as set forth in the scope of services) have been completed, but in any event, no later than ______.
- 7. The compensation to be paid by the District to the Contractor shall be ______.
- 8. For all purposes, the Contractor is an independent contractor of the District and not an employee. This Agreement shall not be deemed to create any partnership or joint venture or other enterprise between the parties or any employer-employee relationship and is executed, in part, to rebut the presumptions set forth in Sec. 8-40-202(2), C.R.S.
 - 8.1. The Contractor shall be responsible for obtaining the Contractor's own workers' compensation, medical, health, unemployment and other insurance and coverage as contractor deems necessary or as may be required by law. The Contractor is required to make appropriate filings with federal, state, and local taxing authorities to include income tax, social security, Medicare and other payments. No federal or state withholdings shall be made by the District on any compensation paid to the Contractor and for services rendered under this Agreement.
- 9. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the state courts of Larimer County, Colorado. No such action shall be removed to any other court or jurisdiction. The prevailing party in such court action

- shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.
- 10. The Contractor agrees to procure and maintain, at its sole expense, all licenses, or registrations necessary for doing business within the applicable governing jurisdictions that may regulate the performance of the work set forth in the Exhibits and Attachments, except in those instances when the District is required to procure them due to ownership of the building, structure, or property.
- 11. The Contractor shall obtain and maintain a liability insurance policy... of no less than \$2,000,000 in coverage to meet the Contractor's indemnification obligations hereunder as well as any direct liability that it may incur. The Contractor shall furnish to the District a Certificate of Insurance or other evidence satisfactory to the District that such insurance coverage is in effect. OR as specifically outlined in the solicitation request.
- 12. This Agreement shall be construed under the laws of the State of Colorado.
- 14. Performance and Payment Bond. Colorado State Statues require Performance Bond and a Payment Bond on public construction projects of more than \$50,000.00. Contractor is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification of bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.
 - 14.1. Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, as issued by The American Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the Owner and the Contractor. Substitute forms may not be used.

Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the Owner and the Contractor. Substitute forms may not be used.

REQUIRED: □ YES □ NO

15. Immigrant Worker Regulation. See Attachment A. The Contractor agrees to comply with, sign, and return Attachment A, "Immigrant Worker Regulation."

REQUIRED: □ YES □ NO

16. Asbestos Hazardous Material Clause. See Attachment B. The Contractor agrees to comply with, sign, and return Attachment B, "Asbestos Hazardous Material Clause - Protection of Persons or Property."

REQUIRED: □ YES □ NO

| 17. | Lead-Based Paint Material Clause. See Attachment C. The Contractor agrees to comply with, sign, and return Attachment C, "Lead Paint Renovation, Repair, & Painting Recordkeeping Checklist." REQUIRED: YES NO |
|-----|--|
| 18. | Stormwater Management Permit. See Attachment D. The Contractor agrees to comply with Attachment D, "Stormwater Management Permit." REQUIRED: NO |
| 19. | All notices, requests, demands, and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below. |
| | To the District: |
| | Earl Smith, Director of Construction Services |
| | Poudre School District R-1 |
| | 2445 Laporte Avenue |
| | Fort Collins, CO 80521 |
| | To the Contractor: |
| | |
| | |
| | |

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement, effective the date first above written. POUDRE SCHOOL DISTRICT R-1 By: Date: **CONTRACTOR** By: _____ Title: Date: ALL CONTRACTS MUST BE APPROVED PER DISTRICT POLICY DJA Poudre School District Policy DJA requires all contracts in excess of \$250,000 have Board of Education approval. Contracts up to \$250,000 must be approved by either the Superintendent, Executive Director of Finance, Purchasing and Materials Manager, or authorized delegate. This Contract is not valid until signed and dated below by an authorized person. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, Poudre School District is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder. **APPROVED:** (Signature)

(*Printed name, title, and date*)

EXHIBIT 1

PROJECT SCOPE OF SERVICES

(Insert scope or replace with other document)

ATTACHMENT A

IMMIGRANT WORKER REGULATION

- 1. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this contract.
- 2. VERIFICATION REGARDING ILLEGAL ALIENS. Contractor has verified or attempted to verify through participation in the basic pilot program of the State of Colorado that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted into the basic pilot program of the State of Colorado, Contractor will apply to participate in the basic pilot program of the State of Colorado every three months until Contractor is accepted or this Contract is completed, whichever is earlier. If the Basic Pilot Program is discontinued, this provision shall not be required or be effective.
- 3. LIMITATION REGARDING BASIC PILOT PROGRAM. Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing this Contract.
- 4. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
 - 4.1 Notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
 - 4.2 Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with the illegal alien. The contractor shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 5. DUTY TO COMPLY WITH STATE INVESTIGATION. Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S.
- 6. DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy, the District may be entitled to for a breach of this Contract, if the District terminates this Contract, in whole or in part, due to Contractor's breach of the obligations set forth above, Contractor shall be liable for actual and consequential damages to the District.

ATTACHMENT A - FORM

CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

| FRO | OM: | | | | | |
|-----------------------------|----------------------------|---|-----|--|--|--|
| | (Contractor) | (Contractor) | | | | |
| TO: | Poudre School District R-1 | | | | | |
| | 2407 Laporte Avenue | | | | | |
| | Fort Collins, CO 80521 | | | | | |
| Proje | ect Name: | | | | | |
| Bid Number: Project Number: | | Project Number: | | | | |
| partic | , | employ or contract with an illegal all pate in the basic pilot program of thosy any illegal aliens. | ` / | | | |
| Signe | ned on | , 20 | | | | |
| Contr | tractor Name | | | | | |
| By: | | | | | | |
| Its: | | | | | | |
| | Title | | | | | |

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ATTACHMENT B

Asbestos Hazardous Material Clause - Protection of Persons or Property

Asbestos-Containing Materials:

- 1. Notice is hereby given that Poudre School District, in accordance with the United States Environmental Protection Agency's Asbestos Hazard Emergency Response Act, has completed federally mandated asbestos inspections of its facilities and that AHERA Inspection Reports and Management Plan Updates are available for review at each school facility and at the Department of Facility Services, Operations Service Center without cost or restriction for inspection during normal business hours. Copies can be made of such Plans at the normal copying charges established by the District.
 - 1.1. If asbestos containing material (ACM) is discovered during construction, Contractor is to notify the Owner immediately for evaluation and removal.

2. NON-USE OF ASBESTOS CONTAINING MATERIAL

2.1. No asbestos or asbestos containing products shall be used in this construction or in any tools, devise, clothing or equipment used to affect this construction. Specific exceptions to this exclusion are as follows: vehicles with asbestos containing material (ACM) brake linings; elevator brake linings; laboratory muffle furnace with interior ACM insulation.

3. DEFINITION AND TESTING

- 3.1. Asbestos and/or asbestos-containing products shall be defined as all items containing chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite.
- 3.2. Any or all material containing greater than one tenth of one percent (0.1%) asbestos shall be defined as ACM.
- 3.3. Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests which confirm the presence of ACM shall be paid by the Contractor; if no ACM is found, the cost of such tests shall be borne by the Owner.

4. REMEDIATION

4.1. All work or materials found to contain asbestos or work or material installed with asbestoscontaining equipment will be immediately rejected upon discovery and this Work will be remediated at no additional cost to the Owner. Such cost for remediation shall include, but is not limited to, cost of; the asbestos contractor, insurance, asbestos consultant, analytical and laboratory fees, and any other additional cost as may be incurred by Owner.

5. CERTIFICATION

- 5.1. The Contractor shall certify, on the Certification of Nonuse of Asbestos Form Attachment B, that to the best of his knowledge no ACM was used as a building material in the construction of the Project. Attachment B is to be submitted in a separate folder with the closeout documents. Attachment B follows this section.
- 5.2. Certification required for final payment.

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<u>ATTACHMENT B - FORM</u> CONTRACTORS/ARCHITECTS CERTIFICATION OF NON-USE OF ASBESTOS CONTAINING BUILDING MATERIAL

| PROJECT NAME: | PROJECT NO |
|---|--|
| CONTRACTOR: | |
| CONSTRUCTION DATES: NOTICE TO PROCEED (STA | ART): |
| SUBSTANTIAL COMPLETION | ON DATE: |
| SQUARE FEET:(BUILDING OR PR | ROJECT AREA) |
| | above, to the best of my knowledge, no asbestos-containing g material in the construction of this project. |
| Contractor's Company Name | |
| Name & Title | |
| Signature | Date |
| | above, to the best of my knowledge, no asbestos-containing g material in the construction of this project. |
| Architect's Company's Name | |
| Name & Title | |
| Signature | Date |

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ATTACHMENT C

<u>Lead-Based Paint Materials Clause – Protection of Persons or Property</u>

Lead-Based Paint Materials:

- 1. Notice is hereby given that Poudre School District, in accordance with the United States Environmental Protection Agency's Lead Safety for Renovation, Repair, and Painting Rule has performed lead-based paint inspections of its elementary school facilities constructed prior to 1980.
- 2. Lead-Based Paint Evaluation Reports are available for review at each elementary school built prior to 1980 and at the Department of Facility Services, Operations Service Center without cost or restriction for inspection during normal business hours. Copies can be made of such reports at the normal copying charges established by the District.
- 3. In the event that lead-based paint materials or suspected lead-based paint materials are discovered in the area designated for construction, the Contractor assumes responsibility to notify to the District and all workmen of existing lead-based paint conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. The Contractor shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of lead-based paint material.
- 4. If suspect lead-based paint material is identified, the Contractor shall not continue until the District, upon proper notification from the Contractor or Subcontractor, has the suspected lead-based materials analyzed. This will be done promptly by the District. If the Contractor proceeds after notification by the District not to proceed, the Contractor shall become liable for all costs associated with the cleaning and clearance for occupancy (using clearance testing method set out by the RRP Rule Regulations) of the structure or site.
- 5. All Work impacting Lead-Based Paint shall be performed by firms and individuals certified in Lead Safety for Renovation, Repair, and Painting. A copy of the firm's certification and a copy of certification of renovators shall be provided to the District within 10 days of contract issuance. The Contractor shall provide the District a copy of the Attachment Lead Paint Renovation, Repair, and Painting Recordkeeping Checklist for each work area at project completion.

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ATTACHMENT C - FORM

<u>LEAD PAINT RENOVATION, REPAIR, & PAINTING RECORDKEEPING</u> <u>CHECKLIST</u>

| Work Date(s): Facility: |
|--|
| Work Area(s): |
| Brief Description of Work: |
| Review Conducted of Lead-Based Paint Evaluation Report for Facility to determine whether lead was present on components affected by work: (Signature REQUIRED) |
| Work Impacted by Lead-Paint: NO ———— YES: ———— (if YES complete remaining form) |
| Name of Certified RRP Renovator (if used): Copies of RRP renovator qualifications (training certificates, certifications) on file or attached. Warning signs posted at entrance to work area. Work area contained to prevent spread of dust and debris. All objects in the work area removed or covered (interiors). HVAC ducts in the work area closed and covered (interiors). Windows in the work area sealed. Windows within 20 feet of the work area closed. Doors in the work area closed and sealed (interiors). Doors in and within 20 feet of the work area closed and sealed (exteriors). Doors that must be used in the work area covered to allow passage but prevent spread of dust. Floors in the work area covered with taped-down plastic (interiors). Ground covered by plastic extending 10 feet from work area. Vertical containment installed to prevent migration of dust and debris to adjacent areas. All visible debris HEPA vacuumed or cleaned with wet cloths, protective sheeting misted, folded dirty side inward, and taped for disposal in exterior dumpster. TCLP performed of waste streams greater than 220 lbs. Results (attach lab report): Certified Renovator performed EPA Post-Renovation Cleaning Verification Card (describe results, time & date): Number of wet cloths used: Work Waste sealed with duct tape in appropriate trash bag and disposed of in exterior |
| dumpster. |
| I certify under penalty of law that the above information is true and complete |
| (Signature REQUIRED): |

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ATTACHMENT D

STORMWATER MANAGEMENT PERMIT

- 1. The Contractor is responsible for securing and paying for the State Stormwater Management Permit and/or local Stormwater Management Permit as may be required.
 - 1.1. The contractor is responsible to ensure that all the requirements of either the State or local Stormwater Management Permit are strictly followed during construction.
 - 1.2. The Contractor shall review and follow the District's Illicit Discharge reporting procedures in the event of an occurrence.
- 2. The District may engage a civil engineer to prepare an erosion control plan as part of the overall contract documents.
 - 2.1. The Contractor can use or modify the contract document plan as necessary in their preparation of the Stormwater Management Permit application. However, this does not relieve the Contractor from preparing their own site specific plan for application submission if no plan is provided in the contract documents.
- 3. The District or designated District's representative may inspect the Stormwater Management plan, project site and Best Management Practices (BMPs) and communicate noted deficiencies for corrective measures at any time during the construction project.
 - 3.1. The Contractor shall be fined up to \$250 dollars per day in addition to any Federal, State or local fines until deficiencies are corrected.
 - 3.2. The Contractor shall coordinate all inspections required by the State or authority having jurisdiction (AHJ).
- 4. The District's final acceptance of the project and Contractor de-mobilization does not relieve the Contractor of their responsibilities and duties as required in the permit, (i.e., maintain BMPs, regular and post-event inspections as defined in the permit, etc.) while it is still open.
 - 4.1. Final acceptance of ground areas including permanent stormwater structures shall only occur after the required vegetation and stabilization has been established.
 - 4.2. The Contractor is required to conduct monthly inspections of the site and BMPs during this warranty period and make corrective changes to the BMPs or add BMPs as needed.
- 5. The Contractor will notify the District in writing when they believe all vegetation and stabilization has reached the contract requirements and they want to close the Stormwater Management Permit.
 - 5.1. The District must be allowed the opportunity to review the site and approve the contractor's request to close the permit. The Contractor cannot apply to close the Stormwater Management permit without the District's written approval.
 - 5.2. It is the contractor's responsibility to remove and dispose of all BMPs after the Stormwater Management Permit has been closed.
- 6. The Contractor shall provide full-time, qualified, and efficient supervision of the work, using competent skill and attention.
 - 6.1. The Contractor's superintendent shall be knowledgeable and completed training in

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- Stormwater Management & Erosion Control and OSHA construction safety.
- 6.2. The superintendent shall be knowledgeable of all building codes that govern the construction of the project.
- 6.3. The superintendent shall direct, schedule, and coordinate the work.
- 6.4. The superintendent is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means and methods.
- 6.5. The superintendent shall coordinate the work to ensure that all parts fit together properly and in accordance with the Contract Documents.
- 6.6. The superintendent shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Architect (if applicable) and the District any error, inconsistency, or omission which they may discover.

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