Purchasing Division

Invitation for Bid

IFB-4767-20-DH
Grand Junction Public Safety Facilities Renovation

Responses Due:
March 27, 2020 prior to 3:30pm
Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)
https://www.rockymountainbidsystem.com/default.asp
(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:
Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org
970-244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE for this solicitation.
# Invitation for Bids

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1. **Instructions to Bidders**

1.1. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the renovation of the Grand Junction Public Safety Facility. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

**IFB Questions:**
Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

1.2. **Mandatory Pre-Bid Meeting:** Prospective bidders are required to attend a mandatory pre-bid meeting on March 13, 2020 at 8:00am. Meeting location shall be in the lobby of the Public Safety Facility/Police Station, located at 555 Ute Avenue, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

1.3. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

1.4. **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction Purchasing Policy and Procedure Manual.

1.5. **Submission:** Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (https://www.rockymountainbidsystem.com/default.asp). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “Electronic Vendor Registration Guide” at http://www.gjcity.org/business-and-economic-development/bids/ for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

1.6. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
1.7. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror’s Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor’s Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

1.8. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered


1.10. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:

   a. Examine the Solicitation documents thoroughly;

   b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;

d. Study and carefully correlate Bidder’s observations with the Solicitation documents, and;

e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the Solicitation documents within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror’s responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Solicitation documents. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the Solicitation documents with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Project Manager by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Solicitation documents.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the Solicitation documents are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

1.11. Questions Regarding Statement of Work: Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.

1.12. Addenda & Interpretations: If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City’s website at
http://www.gjcity.org/business-and-economic-development/bids/. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.

1.13. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.

1.14. **Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.

1.15. **Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.

1.16. **Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.

1.17. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.

1.18. **Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

1.19. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the City.

### 2. General Contract Conditions for Construction Projects

2.1. **The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

2.2. **The Work:** The term Work includes all labor necessary to produce the construction required by the Solicitation documents, and all materials and equipment incorporated or to be incorporated in such construction.

2.3. **Execution, Correlation, Intent, and Interpretations:** The Solicitation documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Solicitation documents. The Solicitation documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

2.4. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Solicitation documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the solicitation documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Solicitation documents. Whenever, in his reasonable opinion, he
considers it necessary or advisable to insure the proper implementation of the intent of the Solicitation documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

2.5. **Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Solicitation documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the Specifications and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.6. **Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the solicitation documents and means a sub-contractor or his authorized representative.

2.7. **Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

2.8. **Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items).
2.9. **Substitutions:** The materials, products and equipment described in the Solicitation documents shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner’s decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

2.10. **Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

2.11. **Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Solicitation documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor’s expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

2.12. **Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Solicitation documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

2.13. **Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors,
their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

2.14. **Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Solicitation documents, and shall not unreasonably encumber the site with any materials or equipment.

2.15. **Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.

2.16. **Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the Solicitation documents.

The Contractor shall file a copy of the policies or Certificates of Insurance acceptable to the City with the Purchasing Agent within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

2.17. **Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor’s agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.18. **Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

2.19. **Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Solicitation documents. The Contract Time is the period of time allotted in the Solicitation documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or
as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Solicitation documents.

2.20. **Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.

2.21. **Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Solicitation documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner’s Project Manager will promptly make such inspection and, when he finds the work acceptable under the Solicitation documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Solicitation documents.

2.22. **Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier’s check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

2.23. **Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor’s obligations under the Solicitation documents. These bonds shall remain in effect for the duration of the Warranty Period. Contractor shall also furnish other bonds that may be required. All bonds shall be in the forms prescribed by the Solicitation documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
2.24. **Retention**: The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

2.25. **Liquidated Damages for Failure to Enter Into Contract**: Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder’s Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City’s issuance of the Notice of Award and the Successful Bidder’s failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

2.26. **Liquidated Damages for Failure to Meet Project Completion Schedule**: If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City’s awarding of this Contract liquidated damages in the daily amount of $1,000.00 is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is fully complete. Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the
Contractor’s Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor’s failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor’s failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor’s delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

2.27. Contingency/Force Account: Contingency/Force Account work will be authorized by the Owner’s Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner’s Project Manager.

2.28. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

2.29. Changes in the Work: The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the solicitation documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the
contract time. The contract sum and the contract time may be changed only by Change Order.

2.30. **Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.

2.31. **Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the solicitation documents.

2.32. **Field Orders:** The Owner may issue written Field Orders which interpret the Solicitation documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.

2.33. **Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the solicitation documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the solicitation documents, any of the work found to be defective or not in accordance with the solicitation documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the solicitation documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

2.30. **Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.

2.31. **Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
2.32. **Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.33. **Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.

2.34. **Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.

2.35. **Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation.

2.36. **Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:

   2.36.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   2.36.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

   2.36.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.37. **Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.

2.38. **Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343).

2.39. **Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
2.40. **Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.41. **Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.42. **Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.

2.43. **Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

2.44. **Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation documents;

g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;

h. Tying of the Bid with any other bid or contract; and

i. Failure to calculate Bid prices as described herein.

2.45. Evaluation of Bids and Offerors: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award, and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Offeror, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Solicitation documents to the City’s satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
By submitting a Bid, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner’s satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

2.46. Award of Contract: Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder’s failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

2.47. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

2.48. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

2.49. Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
2.50. **Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.51. **Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

2.52. **Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

2.53. **Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

2.54. **Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner’s fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

2.55. **Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.56. **Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.
Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.56.1. "Public project" is defined as:
(a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
(b) for which appropriate or expenditure of moneys may be reasonably expected to be $500,000.00 or more in the aggregate for any fiscal year
(c) except any project that receives federal moneys.

3. Statement of Work

3.1. GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the renovation of the Grand Junction Public Safety Facility. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

3.2. SPECIAL CONDITIONS & PROVISIONS:

3.2.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on March 13, 2020 at 8:00am. Meeting location shall be in the lobby of the Public Safety Facility/Police Station, located at 555 Ute Avenue, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.2.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:
Duane Hoff Jr., Senior Buyer
City of Grand Junction
duaneh@gjcity.org

3.2.3 Project Manager: The Project Manager for the Project is Jay Valentine – General Services Director, who can be reached at (970)244-1517. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
General Services Director
Attn: Jay Valentine, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

3.2.4 Pricing: Pricing shall be all inclusive to include but not be limited to: all labor,
equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related and/or associated to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.2.5 **Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

3.2.6 **Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder’s response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City’s Purchasing Department’s acceptance of the bid by “Notice of Award” or by “Purchase Order”. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2.7 **Time of Completion:** The scheduled time of Completion for the Project is 90 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed.

3.2.8 **Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

All work shall be performed Monday – Friday between the hours of 7:00 AM to 6:00 PM.

3.2.9 **Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.
3.2.10 Authorized Representatives of the City: Those authorized to represent the City shall include Purchasing Agent, Project Manager, and Inspectors employed by the City, only.

3.2.11 Stockpiling Materials and Equipment: All stockpiling/storage shall be pre-approved by City Project Manager.

3.2.12 Clean-Up: The Contractor is responsible for cleaning up all loose materials that have been deposited. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

3.2.13 Excess Material: All excess materials shall be disposed in accordance with Federal, State, County, and City rules and regulations.

3.2.14 Incidental Items: Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.

3.3. SCOPE OF WORK: See Section 3.4 Attachments.

3.4. Attachments:
- Appendix A: Project Submittal Form
- Appendix B: Project Manual
- Appendix C: Construction Drawings

3.5. Contractor Bid Documents: For Contractor’s convenience, the following is a list of forms/items to be submitted with the Contractor’s bid response. However, should a form/item not be listed in this section, but required in the Solicitation documents, it is the Contractor’s responsibility to ensure all forms/items are submitted.

- Contractor’s Bid Form
- Price Bid Schedule
- Project Submittal Form
- References
- Contractor’s Project Schedule – Detailed with final completion date in mind

3.6. IFB TENTATIVE TIME SCHEDULE:
- Invitation For Bids available: March 4, 2020
- Mandatory Pre-Bid Meeting: March 13, 2020
- Inquiry deadline, no questions after this date: March 19, 2020
- Addendum Posted: March 23, 2020
- Submittal deadline for proposals: March 27, 2020
- City Council Approval: April 15, 2020
- Notice of Award & Contract execution: April 16, 2020
- Bonding & Insurance Cert due: April 24, 2020
- Work begins no later than: April 29, 2020
- Final Completion: 90 Calendar Days from Notice to Proceed
- Holidays: May 25, 2020
- July 3, 2020
4. Contractor’s Bid Form

Bid Date: ___________________________________

Project: IFB-4767-20-DH “Grand Junction Public Safety Facilities Renovation”

Bidding Company: _______________________________________________________________________

Name of Authorized Agent: ________________________________________________________________

Email ___________________________________________________________________________________

Telephone_____________________________ Address___________________________________________

City_____________________________________________State___________Zip__________________

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Solicitation documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Solicitation documents, of which this Contractor’s Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submission of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of ________ percent of the net dollar will be offered to the Owner if the invoice is paid within _________ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Solicitation documents.

State number of Addenda received: ___________.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: ______________________________________________________________________________

Authorized Signature: ______________________________________________________________________

Title: _____________________________________________________________________________________
The undersigned Bidder proposes to subcontract the following portion of Work:

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<tr>
<th>Name &amp; address of Sub-Contractor</th>
<th>Description of work to be performed</th>
<th>% of Contract</th>
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The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City’s sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
Grand Junction Public Safety Facilities
Renovation

555 Ute Avenue
Grand Junction, CO 81501

Project Manual

For Construction

BG Project No. 1949
March 04, 2020
SECTION 00 01 10
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END OF SECTION
PART 1 GENERAL

1.01 PROJECT
A. Project Name: Grand Junction Public Safety Facilities Renovation
B. Owner's Name: City of Grand Junction.
C. Architect's Name: Blythe Group + co..
D. The Project consists of a renovation of the Grand Junction Public Safety Facilities building at 555 Ute Ave. Grand Junction, CO.

1.02 CONTRACT DESCRIPTION
A. Contract Type: A single prime contract based on a Stipulated Price as described in Division 0.

1.03 DESCRIPTION OF ALTERATIONS WORK
A. Scope of renovation work is indicated on drawings.
B. Renovation work is to be sequenced. Proposed sequence as follows (refer to drawings for additional information):
   1. Areas where initial work can be completed simultaneously:
      b. Sleep Room (2015A)
      c. Storage Room (1082)
      d. Exterior door at workout room
      e. Report Writing (1067) - when completed, will be used as a temp space for Street Crimes/Crew spaces
      f. Office (1025)
   2. Areas to be completed after areas listed above completed for move-in:
      a. Admin Expansion (2061, 2061A, 2063)
      b. Intel Hub (2053)
      c. Street Crimes/Crew Spaces (1019,1020,1021,1022) - temp space will be completed report writing area (1067)
      d. Break Room (1068)

1.04 OWNER OCCUPANCY
A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
B. Owner intends to occupy the Project upon Substantial Completion.
C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
D. Schedule the Work to accommodate Owner occupancy.
E. Work will be sequenced to accommodate Owner occupancy during construction. Building is occupied 24 hours a day, 7 days a week. After hours or weekend work may be required and is to be included in bid.

1.05 CONTRACTOR USE OF SITE AND PREMISES
A. Construction Operations: Limited to areas noted on Drawings.
B. Arrange use of site and premises to allow:
   1. Owner occupancy.
C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.
D. Existing building spaces may not be used for storage, unless approved by the Grand Junction Police Department.

E. Utility Outages and Shutdown:
   1. Prevent accidental disruption of utility services to other facilities.
   2. Coordinate any disruptions of utility services with Owner.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 01 10 01
ELECTRONIC DRAWING RELEASE FORM

PROJECT:
PROJECT NUMBER: 1949

TO:       FROM:
BLYTHE GROUP + CO.  ___________________________________
622 ROOD AVENUE                                            _____________
GRAND JUNCTION, CO  81501                                 _____________
ATTENTION:  

CONTRACTOR HEREBY REQUESTS ARCHITECT’S ELECTRONIC DRAWING FILES FOR USE IN
CONNECTION WITH THE PROJECT IN ACCORDANCE WITH PROVISIONS OF THE CONTRACT
DOCUMENTS.

THERE IS THE POTENTIAL FOR LIABILITY PROBLEMS WHEN RELEASING ELECTRONIC
DRAWING FILES. CONSEQUENTLY, THE ITEMS LISTED BELOW MUST BE AGREED TO PRIOR
TO RELEASING THE FILES.

You agree to hold harmless, indemnify in full, Blythe Group + co., their consultants, agents,
employees, servants and assigns, from and against any and all liability, claims and demands
arising out of the use of electronic files provided. This indemnification and hold harmless
agreement includes but is not limited to any claims, directly or indirectly, for damages, demands
or other actions including personal injuries, brought by any persons who seek recovery from
Blythe Group + co., their consultants, agents, employees, servants and assigns, regarding the
use of the electronic files. It is specifically understood and agreed upon by you, that the content
of the electronic files provided has been accomplished with input from the Owner. Blythe Group
+ co., their consultants, agents, employees, servants and assigns, assume no responsibility for
any unauthorized changes or alterations to, nor the accuracy of, the electronic files provided.
The electronic files are provided solely as a convenience and benefit of the Owner for whom
design services have been performed and shall NOT be considered “Contract Documents”,
“Construction Documents” or any type of certified document. The hard copy bid documents,
accompanied by a professional’s stamp and signature, are the project documents of record and
govern over any electronic files.
The electronic files are Copyrighted material, are to be used only for this project and are to be
used only by you and shall be shared only with subcontractors as pertinent to this project.
This electronic information provides design intent information current as of the date of its
release. Any use of this information is at the sole risk and liability of the user who is responsible
for performing all checking, review and coordination as necessary to ensure the data obtained
from the electronic file is accurate, the same data as shown on the record hard copy
documents, and for updating any information required to reflect any changes in the design not
included in this electronic file to accommodate work performed by use of this electronic file(s).
The files are in AUTOCAD 2013. The title blocks will be removed from the drawings.
The accuracy of electronic files which have been translated to a different format, whether by
others or by the Architect, shall not be guaranteed by Architect or engineer. Conversion of this
electronic information from the system and format used by the Architect or Architect’s
consultants cannot be accomplished without the introduction of inexactitudes, anomalies,
omissions and errors. In the event the electronic data furnished is converted, user agrees to
assume all risks associated with such conversion.
I AGREE TO THE TERMS OF THIS LETTER.

NAME:_____________________________ TITLE:_____________________________
DATE:____________________________

COMMENTS:
SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Procedures for preparation and submittal of applications for progress payments.

1.02 RELATED REQUIREMENTS
A. Section 00 50 00 - Contracting Forms and Supplements: Forms to be used.

1.03 SCHEDULE OF VALUES
A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
C. Forms filled out by hand will not be accepted.
D. Submit Schedule of Values electronically within 15 days after date of Owner-Contractor Agreement.
E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS
A. Payment Period: Submit at intervals stipulated in the Agreement.
B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
D. Forms filled out by hand will not be accepted.
E. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   9. Retainage.
F. Execute certification by signature of authorized officer.
G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
I. Submit one electronic and three hard-copies of each Application for Payment.
J. Include the following with the application:
   1. Transmittal letter.
   2. Construction progress schedule, revised and current as specified in Section 01 30 00.
   3. Partial release of liens from major subcontractors and vendors.
K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES
A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.
C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
F. Substantiation of Costs: Provide full information required for evaluation.
G. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT
A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 70 00.

END OF SECTION
SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
   4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   5. Waives claims for additional costs or time extension that may subsequently become apparent.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
   1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.

D. Limit each request to a single proposed substitution item.

3.02 RESOLUTION

A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

B. Architect will notify Contractor in writing of decision to accept or reject request.

3.03 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.04 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION
SECTION 01 25 01
SUBSTITUTION REQUEST FORM
PROJECT: GRAND JUNCTION PUBLIC SAFETY FACILITIES RENOVATION
PROJECT NUMBER: 1949

TO FROM: (CONTRACTOR)
BLYTHE GROUP + CO.
622 ROOD AVENUE
GRAND JUNCTION, CO 81501

CONTRACTOR AND SUPPLIER HEREBY REQUEST ACCEPTANCE OF THE FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF THE CONTRACT DOCUMENTS.

SPECIFIED PRODUCT OR SYSTEM:

SPECIFICATION SECTION NO. ARTICLE(S) PARAGRAPH(S)

SUPPORTING DATA:

PRODUCT DATA FOR PROPOSED SUBSTITUTION IN ACCORD WITH CONTRACT REQUIREMENTS.

SAMPLE IS ATTACHED SAMPLE WILL BE SENT IF REQUESTED

QUALITY COMPARISON:

SPECIFIED PRODUCT PROPOSED SUBSTITUTION
NAME, BRAND: ___________________ ___________________
CATALOG NO.: ___________________ ___________________
MANUFACTURER: ___________________ ___________________
VARIATIONS: ___________________ ___________________
MAINTENANCE SERVICE AVAILABLE: YES ____ NO ___
WHERE? ___________________
SPARE PARTS SOURCE: ___________________

PREVIOUS INSTALLATIONS

ATTACH LIST OF MINIMUM OF 5 PREVIOUS INSTALLATIONS GIVING FOLLOWING DATA REGARDING PROJECTS ON WHICH PROPOSED SUBSTITUTION WAS USED:

PROJECT 1: ___________________
ADDRESS: ___________________
ARCHITECT/TEL: ___________________
OWNER/TEL: ________________________________________________________________
DATE INSTALLED: _____________________________________________________________
DOLLAR VALUE THIS WORK: ____________________________________________________

PROJECT 2: __________________________________________________________________
ADDRESS: ___________________________________________________________________
ARCHITECT/TEL: ______________________________________________________________
OWNER/TEL: ________________________________________________________________
DATE INSTALLED: _____________________________________________________________
DOLLAR VALUE THIS WORK: ____________________________________________________

PROJECT 3: __________________________________________________________________
ADDRESS: ___________________________________________________________________
ARCHITECT/TEL: ______________________________________________________________
OWNER/TEL: ________________________________________________________________
DATE INSTALLED: _____________________________________________________________
DOLLAR VALUE THIS WORK: ____________________________________________________

PROJECT 4: __________________________________________________________________
ADDRESS: ___________________________________________________________________
ARCHITECT/TEL: ______________________________________________________________
OWNER/TEL: ________________________________________________________________
DATE INSTALLED: _____________________________________________________________
DOLLAR VALUE THIS WORK: ____________________________________________________

PROJECT 5: __________________________________________________________________
ADDRESS: ___________________________________________________________________
ARCHITECT/TEL: ______________________________________________________________
OWNER/TEL: ________________________________________________________________
DATE INSTALLED: _____________________________________________________________
DOLLAR VALUE THIS WORK: ____________________________________________________

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEMS:
EFFECT OF SUBSTITUTION:
PROPOSED SUBSTITUTION AFFECTS OTHER PARTS OF WORK:
NO ____ YES ____ (IF YES, EXPLAIN) _____________________________________________________________________________________________

SUBSTITUTION CHANGES CONTRACT TIME: NO ____ YES ____
ADD/DEDUCT ____________________ DAYS
SUBSTITUTION REQUIRES DIMENSIONAL REVISION, REDESIGN OF STRUCTURE OR M&E WORK:
NO ____ YES ____ (IF YES, ATTACH COMPLETE DATA.)
SAVING OR CREDIT TO OWNER, IF ANY, FOR ACCEPTING SUBSTITUTION:
$ _____________________.
EXTRA COST TO OWNER, IF ANY, FOR ACCEPTING SUBSTITUTION:
$ _____________________.

CONTRACTOR’S/SUPPLIER’S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENTS.
I / WE HAVE INVESTIGATED THE PROPOSED SUBSTITUTION.
I / WE:
BELIEVE THAT IT IS EQUAL OR SUPERIOR IN ALL RESPECTS TO SPECIFIED PRODUCT, EXCEPT AS STATED ABOVE. WILL PROVIDE SAME WARRANTY AS SPECIFIED. HAVE INCLUDED COMPLETE COST DATA AND IMPLICATIONS OF SUBSTITUTION. WILL PAY REDESIGN AND SPECIAL INSPECTION COSTS CAUSED BY USE OF THIS PRODUCT WILL PAY ADDITIONAL COSTS TO OTHER CONTRACTORS CAUSED BY SUBSTITUTION. WILL COORDINATE INCORPORATION OF PROPOSED SUBSTITUTION IN WORK. WILL MODIFY OTHER PARTS OF WORK AS MAY BE NEEDED, TO MAKE ALL PARTS OF WORK COMPLETE AND FUNCTIONING. WAIVE FUTURE CLAIMS FOR ADDED COST TO CONTRACT CAUSED BY SUBSTITUTION.

SUPPLIER: __________________________________________
DATE: __________________________________________
BY: __________________________________________

GENERAL CONTRACTOR: ________________________________
DATE: __________________________________________
BY: __________________________________________
POSITION: __________________________________________

COMMENTS:
SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Preconstruction meeting.
   B. Progress meetings.
   C. Construction progress schedule.
   D. Number of copies of submittals.
   E. Requests for Interpretation (RFI) procedures.
   F. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION
3.01 PRECONSTRUCTION MEETING
   A. Schedule meeting after Notice of Award.
   B. Attendance Required:
      1. Owner.
      3. Contractor.
   C. Agenda:
      1. Execution of Owner-Contractor Agreement.
      2. Submission of executed bonds and insurance certificates.
      4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
      5. Designation of personnel representing the parties to Contract, project superintendant and Architect.
      6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
      7. Scheduling.
   D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS
   A. Schedule and administer meetings throughout progress of the work at maximum weekly intervals.
   B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
   C. Attendance Required:
      1. Contractor.
      2. Owner.
      3. Architect.
      4. Contractor’s superintendent.
      5. Major subcontractors.
   D. Agenda:
      1. Review minutes of previous meetings.
      2. Review of work progress.
      3. Field observations, problems, and decisions.
      4. Identification of problems that impede, or will impede, planned progress.
      5. Review of submittals schedule and status of submittals.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Maintenance of quality and work standards.
11. Effect of proposed changes on progress schedule and coordination.
12. Other business relating to work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 REQUESTS FOR INTERPRETATION (RFI)
A. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
2. Prepare in a format and with content acceptable to Owner.
3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
B. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
   a. Approval of submittals (use procedures specified elsewhere in this section).
   b. Approval of substitutions.
2. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response.
C. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
D. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
E. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
1. Indicate current status of every RFI. Update log promptly and on a regular basis.
2. Note dates of when each request is made, and when a response is received.
3. Highlight items requiring priority or expedited response.
4. Highlight items for which a timely response has not been received to date.
5. Identify and include improper or frivolous RFIs.

3.04 SUBMITTAL SCHEDULE
A. Submit to Architect for review a schedule for submittals in tabular format.

Expected submittals include (but are not limited to):
- Sheet metal flashing and trim - product data
- Storefront - product data, shop drawings
- Glass/glazing - product data
- Glazing films - product data, samples
- Gypsum Wallboard - product data
- Insulation - product data
- Paint - product data, samples
- Flooring and wall base - product data, samples
- Doors, frames and hardware - product data, shop drawings, door finish samples
- Ceiling grid & tile - product data, samples
- Signage - product data, shop drawings
- Lighting fixtures - product data
Lighting controls - product data
Mechanical - product data, shop drawings
Electrical - product data, shop drawings
Plumbing - product data, shop drawings
Life safety - product data, shop drawings
Sprinklers - product data, shop drawings

For all items to match existing, please provide a photograph or other information demonstrating that the proposed matches existing as part of submittal.

B.

3.05 NUMBER OF COPIES OF SUBMITTALS
A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

3.06 SUBMITTAL REVIEW
A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
   1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
D. Architect's and consultants' actions on items submitted for review:
   1. Authorizing purchasing, fabrication, delivery, and installation:
      a. "Approved", or language with same legal meaning.
      b. "Approved as noted", or language with same legal meaning.
   2. Not Authorizing fabrication, delivery, and installation:
      a. "Revise and Resubmit".
         1) Resubmit revised item, with review notations acknowledged and incorporated.
E. Architect's and consultants' actions on items submitted for information:
   1. Items for which no action was taken:
      a. "Received" - to notify the Contractor that the submittal has been received for record only.

END OF SECTION
SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Preliminary schedule.

1.02 SUBMITTALS
   A. Preliminary Schedule to be submitted with Bid and will be reviewed at the Preconstruction Meeting.
   B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
   C. Within 10 days after joint review, submit complete schedule.
   D. Submit updated schedule with each Application for Payment.

1.03 SCHEDULE FORMAT
   A. Sheet Size: Multiples of 8-1/2 x 11 inches.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION
3.01 PRELIMINARY SCHEDULE
   A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT
   A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
   B. Identify each item by specification section number.
   C. Identify work of separate stages and other logically grouped activities.
   D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
   E. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS
   A. Include a separate bar for each major portion of Work or operation.
   B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE
   A. Participate in joint review and evaluation of schedule with Architect at each submittal.
   B. Evaluate project status to determine work behind schedule and work ahead of schedule.
   C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE
   A. Maintain schedules to record actual start and finish dates of completed activities.
   B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
   C. Annotate diagrams to graphically depict current status of Work.
   D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
   E. Indicate changes required to maintain Date of Substantial Completion.
   F. Submit reports required to support recommended changes.
3.06 DISTRIBUTION OF SCHEDULE

A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION
SECTION 01 35 53
SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Security measures including formal security program, entry control, personnel identification, and miscellaneous restrictions.

1.02 SECURITY PROGRAM
1.03 ENTRY CONTROL
A. Restrict entrance of persons and vehicles into Project site and existing facilities.
B. Allow entrance only to authorized persons with proper identification.
C. Maintain log of workers and visitors, make available to Owner on request.
D. Owner will control entrance of persons and vehicles related to Owner's operations.
E. No weapons permitted.
F. Background checks required.
G. No controlled substances (including but not limited to alcohol, narcotics, etc.).
H. No audio/video recording of any type.
I. The Grand Junction Police Department reserves the right to restrict any type of tools they deem unacceptable.

1.04 PERSONNEL IDENTIFICATION
A. Provide identification badge to each person authorized to enter premises.
B. Badge To Include: Personal photograph, name, assigned number, expiration date and employer.
C. Require return of badges at expiration of their employment on the Work.

1.05 RESTRICTIONS
A. Do not allow cameras on site or photographs taken except by written approval of Owner.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES

A. Control of installation.
B. Defect Assessment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Have work performed by persons qualified to produce required and specified quality.
F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION
SECTION 01 55 00
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Parking.
   B. Existing pavements and parking areas.
   C. Construction parking controls.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION
3.01 PARKING
   A. Use of designated areas of existing parking facilities by construction personnel is permitted.
      1. Four (4) parking spaces will be made available in the secure area of the Grand Junction
         Police Department parking lot near a building entrance. These parking spots will be
         allocated for a dumpster, parking, and lay down area. Coordinate with Owner for location
         of these parking spots.
      2. Additional parking will be made available in the open lot East of 7th Street, between Ute
         and Pitkin.
      3. No parking will be permitted in designated visitor or Grand Junction Police Department
         spaces on the North side of the building.
   B. Provide temporary signage to direct construction personnel as needed.

3.02 CONSTRUCTION PARKING CONTROL
   A. Control vehicular parking to prevent interference with public traffic and parking, access by
      emergency vehicles, and Owner's operations.
   B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through
      parking areas.
   C. Prevent parking on or adjacent to access roads or in non-designated areas.

END OF SECTION
SECTION 01 57 19
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Construction procedures to promote adequate indoor air quality after construction.

1.02 PROJECT GOALS
A. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
   1. Cleaning of ductwork is not contemplated under this Contract.
   2. Contractor shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.
   3. Establish condition of existing ducts and equipment prior to start of alterations.
B. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
   1. Furnish products meeting the specifications.
   2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

1.03 REFERENCE STANDARDS

1.04 DEFINITIONS
A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.
B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.
C. Particulates: Dust, dirt, and other airborne solid matter.
D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONSTRUCTION PROCEDURES
A. Prevent the absorption of moisture and humidity by adsorptive materials by:
   1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
   2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
   3. Provide sufficient ventilation for drying within reasonable time frame.
B. When working in a portion of an occupied building, prevent movement of air from construction area to occupied area.
C. Do not store construction materials or waste in mechanical or electrical rooms.
D. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
   1. Inspect duct intakes, return air grilles, and terminal units for dust.
   2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
   3. Clean tops of doors and frames.
   4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
   5. Clean return plenums of air handling units.
   6. Remove intake filters last, after cleaning is complete.
E. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.

F. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

END OF SECTION
PART 1  GENERAL

1.01  RELATED REQUIREMENTS

A.  Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
B.  Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.02  SUBMITTALS

A.  Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
B.  Shop Drawing Submittals: Prepared specifically for this Project
C.  Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1.  For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2  PRODUCTS

2.01  EXISTING PRODUCTS

A.  Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
B.  Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
   1.  Refer to Drawings for items to be salvaged for reuse and relocation.
   2.  If reuse of other existing materials or equipment is desired, submit request.

2.02  NEW PRODUCTS

A.  Provide new products unless specifically required or permitted by the Contract Documents.
B.  Use of products having any of the following characteristics is not permitted:
C.  Where other criteria are met, Contractor shall give preference to products that:
   1.  If used on interior, have lower emissions.
   2.  If wet-applied, have lower VOC content.

2.03  PRODUCT OPTIONS

A.  Refer to drawings for product specifications. Intent is to match existing in the building, if any conflicts are found notify Architect.
B.  Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
C.  Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
D.  Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3  EXECUTION

3.01  SUBSTITUTION LIMITATIONS

A.  See Section 01 25 00 - Substitution Procedures.
3.02 TRANSPORTATION AND HANDLING
   A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
   B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
   C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
   D. Transport and handle products in accordance with manufacturer's instructions.
   E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
   F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
   G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
   H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION
   A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
   B. Store and protect products in accordance with manufacturers' instructions.
   C. Store with seals and labels intact and legible.
   D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
   E. For exterior storage of fabricated products, place on sloped supports above ground.
   F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
   G. Comply with manufacturer's warranty conditions, if any.
   H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
   I. Prevent contact with material that may cause corrosion, discoloration, or staining.
   J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
   K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION
SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL
1.01 PROJECT CONDITIONS
   A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

PART 2 PRODUCTS
2.01 PATCHING MATERIALS
   A. New Materials: As specified in drawings; match existing products and work for patching and extending work.
   B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
   C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 25 00.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
   B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
   C. Examine and verify specific conditions described in drawings.
   D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
   E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
   F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION
   A. Clean substrate surfaces prior to applying next material or substance.
   B. Seal cracks or openings of substrate prior to applying next material or substance.
   C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS
   A. Install products as specified in drawings, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
   B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
   C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
   D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
   E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS
   A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
      1. Verify that construction is as indicated.
2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction as needed for scope of work and phasing.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
   2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

D. Remove existing work as indicated and as required to accomplish new work.
   1. Salvage items indicated in drawings.
   2. Remove items indicated on drawings.
   3. Relocate items indicated on drawings.
   4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

F. Protect existing work to remain.
   1. Provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

I. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

J. Clean existing systems and equipment.

K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

L. Do not begin new construction in alterations areas before demolition is complete.

M. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
3.07 PROTECTION OF INSTALLED WORK
   A. Protect installed work from damage by construction operations.
   B. Provide special protection where specified in individual specification sections.
   C. Provide temporary and removable protection for installed products. Control activity in immediate
      work area to prevent damage.
   D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
   E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement
      of heavy objects, by protecting with durable sheet materials.
   F. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 ADJUSTING
   A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING
   A. Use cleaning materials that are nonhazardous.
   B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains
      and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft
      surfaces.
   C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or
      nameplates on mechanical and electrical equipment.
   D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the
      surface and material being cleaned.
   E. Clean filters of operating equipment.
   F. Sweep paved areas as affected by demolition and construction activities.
   G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site;
      dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES
   A. Make submittals that are required by governing or other authorities.
      1. Provide copies to Architect and Owner.
   B. Accompany Architect on preliminary inspection to determine items to be listed for completion or
      correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial
      Completion.
   C. Notify Architect when work is considered ready for Architect's Substantial Completion
      inspection.
   D. Submit written certification containing Contractor's Correction Punch List, that Contract
      Documents have been reviewed, work has been inspected, and that work is complete in
      accordance with Contract Documents and ready for Architect's Substantial Completion
      inspection.
   E. Conduct Substantial Completion inspection and create Final Correction Punch List containing
      Architect's and Contractor's comprehensive list of items identified to be completed or corrected
      and submit to Architect.
   F. Correct items of work listed in Final Correction Punch List and comply with requirements for
      access to Owner-occupied areas.
   G. Notify Architect when work is considered finally complete and ready for Architect's Substantial
      Completion final inspection.
   H. Complete items of work determined by Architect listed in executed Certificate of Substantial
      Completion.
   I. Notify Architect when phases are complete for inspection.
3.11 MAINTENANCE

A. Provide service and maintenance of components.

B. Maintenance Period: Not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION
SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

B. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

C. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.
   5. Incineration, either on- or off-site.

D. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.
PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.

C. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT

A. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

B. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

C. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

D. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

E. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

F. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION
SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Project Record Documents.
   B. Operation and Maintenance Data.
   C. Warranties and bonds.

1.02 RELATED REQUIREMENTS
   A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

1.03 SUBMITTALS
   A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
   B. Operation and Maintenance Data:
      1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
      2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
      3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
      4. Submit two sets of revised final documents in final form within 10 days after final inspection.
   C. Warranties and Bonds:
      1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
      2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
      3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION
3.01 PROJECT RECORD DOCUMENTS
   A. Maintain on site one set of the following record documents; record actual revisions to the Work:
      1. Drawings.
      2. Addenda.
      3. Change Orders and other modifications to the Contract.
   B. Ensure entries are complete and accurate, enabling future reference by Owner.
   C. Store record documents separate from documents used for construction.
   D. Record information concurrent with construction progress.
   E. Record Drawings: Legibly mark each item to record actual construction including:
      1. Field changes of dimension and detail.
      2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA
   A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
   C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.
   B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
   C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
   D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
   E. Provide servicing and lubrication schedule, and list of lubricants required.
   F. Include manufacturer's printed operation and maintenance instructions.
   G. Include sequence of operation by controls manufacturer.
   H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
   I. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

END OF SECTION
SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS
A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
B. Section 01 10 00 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
C. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.
D. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE
A. Remove portions of existing construction as indicated in the Drawings.
B. Remove other items indicated, for salvage and relocation.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS
A. Comply with applicable codes and regulations for demolition operations and safety of the public.
   1. Obtain required permits.
   2. Provide, erect, and maintain temporary barriers and security devices.
   3. Conduct operations to minimize effects on and interference with occupants.
   4. Do not close or obstruct roadways or sidewalks without permit.
   5. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
B. Do not begin removal until receipt of notification to proceed from Owner.
C. Do not begin removal until built elements to be salvaged or relocated have been removed.
D. Protect existing structures and other elements that are not to be removed.
E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
F. Perform demolition in a manner that maximizes salvage and recycling of materials.
   1. Dismantle existing construction and separate materials.
   2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 EXISTING UTILITIES
A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
B. Protect existing utilities to remain from damage.
C. Do not disrupt public utilities without permit from authority having jurisdiction.
D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS
A. Drawings showing existing construction are based on casual field observation and existing record documents only.
   1. Verify that construction is as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
B. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
   3. Verify that abandoned services serve only abandoned facilities before removal.
   4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
D. Protect existing work to remain.
   1. Provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL
A. Remove debris, junk, and trash from site.
B. Leave site in clean condition, ready for subsequent work.
C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION
GENERAL DEMOLITION NOTES:

1. REFER TO AD2-1 FOR ADDITIONAL CEILING DEMOLITION
2. MAINTAIN EXITING CLEARANCES AND FIRE/LIFE SAFETY SYSTEM
3. REFER TO AD1-1 FOR CONSTRUCTION
4. ALL WORK CONSIDERED DISRUPTIVE, NOISY, DUSTY, AND/OR ODOROUS SHOULD BE COORDINATED WITH OWNER AT TIMES
5. REFER TO ADHESIVE AS NEEDED AND PREPARE SLAB FOR INSTALL METHOD TO MATCH EXISTING INSTALL
6. PATCH EXISTING AREAS WHERE DEMOLITION OCCURS; PATCH DEMOLITION SCARS ON EXISTING PARTITIONS, COLUMNS, THERMOSTATS, PLUMBING FIXTURES, FURNITURE.
7. DEMOLISH BLANK PLATES, OUTLETS, SWITCHES, AND SOURCE TO REMOVE ALL CIRCUITS IN DEMOLISHED OUTLETS BACK TO
8. REMOVE EXISTING CORNER GUARD AND SALVAGE
9. REMOVE AND SALVAGE WALL MOUNTED
10. REMOVE EXISTING VENDING MACHINES,
11. REMOVE EXISTING MARKER BOARD. RETURN TO AREA AS INDICATED. GRIND SLAB TO REMOVE ANY EXCESS MATERIALS AS DIRECTED. ONLY SALVAGE ITEMS TO BE SALVAGED AS DIRECTED. ONLY SALVAGE ITEMS
12. NO WORK
13. DEMOLISH PORTION OF EXISTING WALL FOR NEW PORTION OF EXISTING WALL FOR INSTALLATION
14. DEMOLISH EXISTING WORKSURFACE AND DEMOLISH EXISTING FLOOR DRAIN, CAP ALL PLBG.
15. DEMOLISH EXISTING CARPET FLOORING IN AREA AS
16. DEMOLISH EXISTING WORKSURFACE, PARTIAL DEMOLISH EXISTING OUTLETS TO BE MODIFIED TO MEET 1HR 02-9 EXISTING OUTLETS TO BE MODIFIED TO MEET 1HR
17. DEMOLISH PORTION OF EXISTING WALL FOR NEW PORTION OF EXISTING WALL FOR INSTALLATION
18. DEMOLISH DOOR SIGNAGE AND INSTALL IN NEW VAP
19. DEMOLISH DOOR SIGNAGE AND INSTALL BY EXISTING DOOR 2061. [REF A7-1].
20. REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION
21. REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION. REFER TO A1-1 ABOVE, SEE A1-1 FOR MORE INFORMATION.
22. SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION.
23. REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION. [REF A1-1]
24. REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION. [REF A1-1]
25. SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION.
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37. REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION.
38. SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION.
39. REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION.
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55. REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION.
56. SALVAGE EXISTING FIRE EXTINGUISHER FOR INSTALLATION.
3. SHOP DRAWINGS
A. THE HVAC SYSTEM SHALL BE TESTED AND BALANCED BY AN INDEPENDENT
   TESTING AND BALANCING CONTRACTOR.
B. DO NOT SCALE THIS DRAWING FOR EXACT DIMENSIONS.
C. VERIFY ALL FIGURES, CONDITIONS, AND DIMENSIONS AT THE JOB SITE.

8. HVAC CONTROLS
A. PIPING SHALL BE SCHEDULE 40 BLACK STEEL PIPE WITH MALLEABLE IRON
   FITTINGS SUPPORTED EVERY 4 FEET.
B. ALL EXTERIOR OPENINGS TO BE PROPERLY CAULKED AND SEALED WITH A
   FLEXIBLE TYPE DUCT SEALER.
C. FLEXIBLE TYPE DUCT SHALL BE OF TWO ELEMENT SPIRAL CONSTRUCTION
   WITH A FLAME SPREAD RATING NOT EXCEEDING 25 AND A SMOKE DEVELOPED
   VALUE OF 150.
D. ALL BRANCH DUCTS TO HAVE VOLUME DAMPERS, SMOOTH TURN RADIUS
   FOR ANY DAMAGE TO PREMISES CAUSED BY DEFECTS IN WORKMANSHIP OR IN THE
   CONTRACTOR IS RESPONSIBLE FOR ALL WORK, MATERIALS,
   PAY ANY AND ALL FEES.
   ALL LOCAL CODES AND ALL OTHER REGULATION GOVERNING WORK
   WHERE SQUARE 90
   INSTALLATION OF ALL ROOF FLASHING AT ROOF PENETRATION.
   COORDINATE INSTALLATION OF ALL ROOF FLASHING AT ROOF PENETRATION.
   WHERE GAS PIPE CONNECTS TO EQUIPMENT, IT SHALL BE PROVIDED WITH A
   100% SHUT-OFF VALVE AND A DRIP LEG THE FULL SIZE OF THE RUNOUT.
   SUPPORTED EVERY 4 FEET.
   MANUFACTURER'S RECOMMENDATIONS
   THE DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE
   ALL SUPPLY AND RETURN DUCTWORK 15 FEET DOWNSTREAM OF THE HVAC
   AIR CONDITONING EQUIPMENT, SUBMIT MATERIAL LIST AND SHOP DRAWINGS FOR MAJOR EQUIPMENT

9. ELECTRICAL
A. THE DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE
   ALL SUPPLY AND RETURN DUCTWORK 15 FEET DOWNSTREAM OF THE HVAC
   AIR CONDITONING EQUIPMENT, SUBMIT MATERIAL LIST AND SHOP DRAWINGS FOR MAJOR EQUIPMENT

13. TESTING AND BALANCING
B. FOR THE SAME PERIOD, THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE
GENERAL LIGHTING NOTES:

• SALVAGE LIGHTS FOR REUSE OR STORAGE FOR OWNER

• COLOR OF NEW CONTROLS TO MATCH THE COLOR OF THE OLD CONTROLS (VERIFY WITH THE OWNER)

• REUSED LINEAR LIGHT FIXTURES WILL NEED ADDITIONAL END CAPS & JOINT KITS. ORIGINAL SUBMITTAL USED "LUMINOUS SCULPTED" END CAPS. VERIFY END CAP TYPE IN FIELD PRIOR TO ORDERING NEW END CAPS

• NEW OR RELOCATED EXISTING LIGHT FIXTURES SHALL USE EXISTING LIGHT CIRCUITS THAT ARE IN NEW LOCATION.

NEW CONTROL IN ROOM:

- MANUAL ON/OFF WITH AUTO OFF
- VIA OCC SENSOR

REPORT WRITING STATION

- DEMO EXISTING SQUARE RECESSED LIGHTS IN ROOM
- PLACE IN NEW AV CLOSET IN INTEL HUB RM. REPLACE WITH REUSE EXISTING LIGHTING CONTROL

- DEMO EXISTING FIXTURE, REPLACE WITH NEW FIXTURE CENTER LIGHT FIXTURE. NEW REPORT WRITING STATION

- DEMO EXISTING FIXTURE, REPLACE WITH NEW FIXTURE - RELOCATE FIXTURES FROM ROOM 1019 TO HERE. FORM INTO AUTO OFF VIA OCC SENSOR

- SMALL AND EXISTING LIGHT FIXTURES MANUAL AND EXISTING LIGHT CIRCUITS NOT IN NEW LOCATION.
GENERAL LIGHTING NOTES:

• SALVAGE LIGHTS FOR REUSE OR STORAGE FOR OWNER

• LIGHTING CONTROL LOCATION, SEE NOTES ON DRAWING FOR TYPE OF CONTROL

• NEW OR RELOCATED EXISTING LIGHT FIXTURES SHALL USE EXISTING LIGHT CIRCUITS THAT ARE IN NEW LOCATION.

• LEDALITE SHINE RECESSED 2X4 TROFFER 2X4 277V 40K 5500LM 41W 3324D1STL84055A7DE

• LIGHTS LABELED ‘E’ ARE EXISTING

• NEW OR RELOCATED EXISTING LIGHT FIXTURES WILL NEED ADDITIONAL END CAPS & JOINT KITS. ORIGINAL SUBMITTAL CAPS

• REUSED LINEAR LIGHT FIXTURES WILL NEED ADDITIONAL END CAPS & JOINT KITS. ORIGINAL SUBMITTAL CAPS

• COLOR OF NEW CONTROLS TO MATCH THE COLOR OF THE OLD CONTROLS (VERIFY WITH THE OWNER)

• DEMO ALL FIXTURES ON THIS WALL. ONE OF THESE FIXTURES TO BE RELOCATED TO STORAGE ROOM 1082.

• COMBINE EXISTING LIGHT FIXTURES INTO A ROW.

• PLACE DEMO'D FIXTURE FROM OLD RESTROOM IN THIS HALLWAY LIGHTS NEW RESTROOM