

AGENDA
BOARD OF TRUSTEES
DATE: July 16, 2024
Regular Meeting 6:00pm
Town Hall – 1010 High Street
Collbran, Colorado

The Public Is Encouraged To Attend

[Click Here for link](#)

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Edits or Deletions to Agenda
5. Persons not on the agenda
 - A. Please limit comments to three (3) minutes, and address your comments directly to the Mayor.
 - B. Identify yourself by name and address when making comments.
 - C. Comments should be courteous, civil and constructive.
 - D. Town Board will make no decision nor take action, except to direct the Town Manager.
6. Approval of Minutes from June 4, 2024 and June 18, 2024
7. Approval of Expenditures from June 2024
8. Consideration of an Intergovernmental Agreement with Mesa County and the Mesa County Sheriff's Office for Law Enforcement Services with authorization for the Mayor to sign
9. Consideration of RESOLUTION NO. 6, SERIES 2024 - A RESOLUTION OF THE TOWN OF COLLBRAN, COLORADO, PROVIDING FOR A SUPPLEMENTAL APPROPRIATION FOR CONTRACTED LAW ENFORCEMENT SERVICES FOR THE YEAR ENDING DECEMBER 31, 2024
10. Staff to provide an update on the auditorium renovation
11. Consideration of a Construction Manager/General Contractor agreement with Asset Construction Management with a Guaranteed Maximum Price of \$1,357,961 for the renovation of the Collbran Auditorium with authorization for the Mayor to sign
12. Consideration of an Amendment to the agreement with Chamberlin Architects, PC in the amount of \$40,000 for Bidding and Construction Phase Services at the Collbran Auditorium with authorization for the Town Manager to sign
13. Consideration of RESOLUTION NO. 7, SERIES 2024 - A RESOLUTION OF THE TOWN OF COLLBRAN, COLORADO, RECOGNIZING ADDITIONAL GRANT-RELATED REVENUES AND

PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS FOR THE YEAR ENDING DECEMBER 31, 2024, FOR THE PURPOSES OF RENOVATING THE COLLBRAN AUDITORIUM

14. Discussion regarding the Senior Van Services
15. Discussion and Selection of Town Attorney
16. Monthly Staff Update: Questions
17. Trustee Informational and/or items for future agenda
18. Public Correspondence
19. Upcoming meetings
 - a. July 23, 2024 – special board meeting with worksession to follow.
 - b. July 30, 2024 - Board work session on Broadband (Region 10 and Internet Service Providers invited) and DOLA board training
 - c. August 6, 2024 – regular board meeting, 6:00 pm, worksession to follow
20. Adjournment

NOTICE TO READERS: Town Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the Trustee's part as issues have been discussed by Trustees in workshop or committee meetings which are open to the public. **The Board of Trustees may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.**

PUBLIC INVITED TO ATTEND: The Public will be limited to three minutes each unless prior arrangements have been made with the Town Clerk or Administrator. Town Trustees may not respond to your comments on this evening, rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up.

Town of Collbran Board of Trustees Meeting Minutes

Regular Meeting - 6:00pm - June 4, 2024

1. Call to order

Mayor Wilcox called to order the regular meeting of the Town of Collbran Board of Trustees at 6:04pm.

2. Pledge of Allegiance

3. Roll Call

Present: Trustees Zentz, Evans, Winkleblack, Price and Mayor Wilcox
Absent: NA

Staff present: Administrator Matarozzo, Finance Manager Distel, Administrative Assistant Adams

4. Edits or Deletions to the Agenda

None

5. Persons Not on the Agenda

- a. Mark McGowan approached the Board without being asked. Mayor Wilcox stated that the proper process is to go through the sign-up list first and that Mr. McGowan had his own agenda item to address his concerns. Mr. McGowan replied that “he didn’t care about the process and was going to go ahead anyway.” Mr. McGowan stated that the last meeting’s minutes should not be approved. He voiced frustration with the Town’s bidding procedures.
- b. Bill Bethel spoke regarding concerns about safety and privacy for residents without having current law enforcement coverage. Mr. Bethel also inquired about having potential person(s) in the back office during public meetings. Mr. Bethel said that he hears noises and shuffling around in the back offices during meetings and requested not to have people in the back offices.

- c. Theresa Wilcox requested information on the OSHA issue that she brought up several meetings ago. Mrs. Wilcox requested copies of the minutes where she first brought this issue to attention and would like an answer/update on her concerns. Mrs. Wilcox was told she would be able to find the minutes online after they were approved, signed, and posted on the website or could complete a CORA request.

6. Approval of Amended Minutes from the April 9th and 16th, 2024 Board Meetings

MOTION: TRUSTEE EVANS MOVED TO APPROVE THE AMENDED MINUTES FROM APRIL 9TH AND APRIL 16TH, 2024 BOARD MEETINGS; SECONDED BY TRUSTEE ZENTZ.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

7. Approval of Minutes from May 7 and 21, 2024 Board Meetings

MOTION: TRUSTEE ZENTZ MOVED TO APPROVE THE MINUTES FROM MAY 7TH AND MAY 21ST, 2024 BOARD MEETINGS AS PRESENTED; SECONDED BY TRUSTEE EVANS.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

8. Approval of Expenditures from May 2024

MOTION: TRUSTEE EVANS MOVED TO APPROVE THE EXPENDITURES FROM MAY 2024 AS PRESENTED; SECONDED BY TRUSTEE ZENTZ.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - Yes
Mayor Wilcox - Yes

MOTION CARRIED

9. Approval of 3 Street Closure Permits for Plateau Valley Heritage Days

- a. Parade
- b. Running of the Horses
- c. Street Dance

MOTION: TRUSTEE EVANS MOVED TO APPROVE ALL OF THE STREET CLOSURE PERMITS FOR PV HERITAGE DAYS AS PRESENTED; SECONDED BY MAYOR WILCOX.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - Yes
Mayor Wilcox - Yes

MOTION CARRIED

10. Modification of Premises for Collbran Cafe - Plateau Valley Heritage Days

Brittany Miller, owner of the Collbran Cafe came to the Board requesting the approval for a modification of premises for the PV Heritage Days Street Dance occurring on July 3, 2024. She explained that a fence will be

set up outside so that patrons may safely enjoy a drink from her establishment while listening to the live music being performed during the PV Heritage Days Street Dance.

MOTION: TRUSTEE ZENTZ MOVED TO APPROVE THE MODIFICATION OF PREMISES FOR THE COLLBRAN CAFE AS PRESENTED: SECONDED BY TRUSTEE EVANS.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - Yes
Mayor Wilcox - Yes

MOTION CARRIED

11. Optimus Communications - Mark McGowan

Mark McGowan, with Optimus Communications, explained his history in providing internet services to the area for the past 20 years. He expressed his frustration in working with the Town. Mr. McGowan explained his concerns with the costs associated with the current services he provides versus the costs that were quoted to him by Region 10 - the entity that will be operating the fiber processes. He stated that he has only 60 or so customers up here and there's no way he can do business with the proposed costs through Region 10. He stated his belief that none of the current ISPs here in Collbran are going to be able to afford to tie into the CNL tower.

Mr. McGowan also expressed his concerns with the Town extending fiber to the anchor institutions.

Mr. McGowan requested a meeting between all entities involved in the Broadband project. Region 10, the Town Board, ISPs, and potentially County Commissioners should be invited to the meeting.

Regarding who will be performing repairs and maintenance on the fiber line and CNL, Mr. McGowan stated his belief that an entity or person that already has experience in this field would be preferred over the "Town" running it.

He stated that if we can't figure stuff out, he will leave and go do something else.

Public comments were made.

Mr. McGowan stated Optimus Communications started working up here 20 years ago. He expressed how he appreciates the work the Town Administrator has taken to build the Middle Mile as there was a need for a secondary route. He mentioned several instances from the past about service interruption and what efforts he has taken to fix those issues including environmental and physical factors.

12. Review the Request for Proposals for Town Attorney and Approval for Town Staff to Issue the Proposal

Board Members previously requested to review the RFP for a new Municipal Attorney before submitting the RFP. The Board requested the RFP be posted in the Daily Sentinel.

MOTION: TRUSTEE PRICE MOVED TO APPROVE THE RFP FOR A NEW TOWN ATTORNEY AND FOR TOWN STAFF TO ISSUE THE PROPOSAL; SECONDED BY TRUSTEE EVANS.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - Yes
Mayor Wilcox - Yes

MOTION CARRIED

13. Approval of RESOLUTION NO. 5, SERIES 2024 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO APPOINTING THE MUNICIPAL JUDGE, TOWN CLERK AND TOWN TREASURER

MOTION: TRUSTEE EVANS MOVED TO APPROVE RESOLUTION NO. 5 SERIES 2024 OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO APPOINTING GREG MUELLER AS THE MUNICIPAL JUDGE AND MELONIE

MATAROZZO AS TOWN ADMINISTRATOR AND TREASURER; SECONDED BY TRUSTEE ZENTZ.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

14. Law Enforcement Committee Update

Trustee Evans did a brief overview of the topics discussed at the Marshal's Office Committee meeting. She explained the difficulty in getting qualified applicants. The job notice has never been removed and all postings are still active. No other applications have been submitted. The committee discussed the length of time and the processes that are required to hire qualified law enforcement. MCSO has presented an offer which includes two full-time deputies providing coverage to the Town seven days a week. Additional coverage would come from other Remote Area Deputies (RAD). Services would include, but not be limited to general traffic enforcement, business checks, development and maintenance of crime prevention programs, town events, command services, investigation of criminal offenses, narcotics investigations, court appearances, VIN checks, administrative and records management services, and school resource officers. The full resources of the SO will be available to the Town.

The work group recommends that the Board direct the Town Administrator to continue negotiations with the Mesa County Sheriff's Office to finalize an agreement to provide law enforcement services to the Town of Collbran.

Public comments were made.

Discussion among Board Members followed.

MOTION: TRUSTEE EVANS MOVED TO DIRECT THE TOWN MANAGER TO CONTINUE NEGOTIATIONS WITH MESA COUNTY SHERIFF'S OFFICE TO FINALIZE AN AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO THE TOWN OF COLLBRAN: SECONDED BY TRUSTEE ZENTZ.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - Yes
Mayor Wilcox - Yes

MOTION CARRIED

15. Update on the Senior Shuttle program

The Senior Shuttle program is funded in part by a grant program involving Grand Valley Transdev and the Area Agency on Aging. The funding opportunity through this program will end January 1, 2024. Costs to run the senior shuttle program are approximately \$400/month. Board Members requested a detailed report of liability, medical, and passenger insurance coverage. Any licensing that may be required to continue the program. Staff will continue to research possible options for continuing this service.

There was public comment made and discussion amongst Board Members.

16. Monthly Staff Update: Questions

The 2024 Comprehensive Plan is ready to gear up again. Representatives will be coming to the July 23rd meeting to discuss what the comprehensive plan is and how they can go about working on it.

The Town Administrator presented a quote for upgraded tech in Town Hall from Snob Productions. Their quote included sound and video amplification technologies, installation, and training for in-house and hybrid meetings. Their quote came in at \$10,495. Town Administrator Matarozzo said she was willing to go out for quotes from other companies for the upgraded technologies.

Mayor Wilcox asked about recent road projects and requested to have an update from the Public Works Supervisor.

School Water Line Committee is meeting at PVS on June 12th at 5pm regarding the potential water line extension to the new PVS build.

Mayor Wilcox asked about the status of the feasibility study. Town Administrator

Matarozzo responded that the capacity study is still in progress.

17. Trustee Informational and/or items for future agenda

Trustee Price requested that Staff presence be noted in the minutes. Names and titles

18. Public Correspondence

19. Adjournment

MOTION: TRUSTEE EVANS MOVED TO ADJOURN; SECONDED BY TRUSTEE ZENTZ.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - Yes
Mayor Wilcox - Yes

MOTION CARRIED

Meeting Adjourned at 7:47pm.

Approved

Attest

Town of Collbran Board of Trustees Meeting Minutes

Regular Meeting - 6:00 pm - June 18, 2024

1. Call to Order

The regular meeting of the Board of Trustees was called to tower at 5:59pm

2. Pledge of Allegiance

3. Roll Call

Present: Trustees Zentz, Evans, Winkleblack, Price and Mayor Wilcox

Absent: NA

Staff present: Administrator Matarozzo, Finance Manager Distel,
Administrative Assistant Adams

4. Changes or Deletions to the Agenda

None

5. Persons Not on the Agenda

None

6. Discussion with the Mesa County Sheriff's Office Regarding Provision of Law Enforcement Services on a Contract Basis to the Town of Collbran

Undersheriff Matt King and Lieutenant Art Smith from the Mesa County Sheriff's Office came to the Board to discuss the potential agreement with the Town of Collbran to provide Law Enforcement Services.

This agreement is a turnkey law enforcement solution that will provide the Town with two full time officers. Officer presence in and around the Town of Collbran will increase greatly to provide 7 day a week coverage. Evidence, investigations, and all administrative duties will be handled by the MCSO. The contract costs include all the necessary training, equipment outfitting, insurances, and wages needed to provide the Town with law enforcement coverage.

Currently, it makes sense to write tickets directly into the County as all of the

systems are already in place. Officers could write citations into any court, including our municipal court, but as of right now most tickets will be written into County Court. Financial implications were discussed, currently court costs an average of \$8,000/year with average revenue around \$3,000/year.

The Town may terminate the contract and services provided by the MCSO with sufficient notice.

A final copy of the Memorandum of Understanding will be brought to the Town Board for consideration. The contract will then go to the Mesa County Commissioners for their final approval. Coverage will increase upon signing the contract.

Public comments were made.

7. Consideration of an Intergovernmental Agreement between Mesa County and the Town of Collbran for Cooperative Law Enforcement Services

MOTION: TRUSTEE EVANS MOVED TO FINALIZE NEGOTIATIONS WITH MCSO TO PROVIDE LAW ENFORCEMENT COVERAGE FOR THE TOWN OF COLLBRAN; SECONDED BY TRUSTEE ZENTZ.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

8. Plateau Valley School Waterline and Lift Station Discussion/Update

Superintendent Long came to the Board requesting the Town to submit a grant application on behalf of the School District to help fund the potential water line extension, as the grant desired by the school can only be applied for and awarded to a governmental entity. The grant would be written by representatives from Plateau Valley School District, and the Town would submit the final application.

Mr. Long expressed his desire to establish an Intergovernmental Agreement with the Town regarding this water line issue and future projects.

Discussion among Board Members followed.

9. Possible Motion to Direct Staff to Work with Plateau Valley Schools to Prepare and Submit an Energy Impact Grant Tier II Application to the Colorado Department of Local Affairs for Construction of the Plateau Valley School Waterline Project

MOTION: TRUSTEE ZENTZ MOVED TO DIRECT TOWN STAFF TO WORK WITH PLATEAU VALLEY SCHOOL TO PREPARE AND SUBMIT AN ENERGY IMPACT GRANT TIER II APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR CONSTRUCTION OF THE PLATEAU VALLEY SCHOOL WATERLINE PROJECT; SECONDED BY TRUSTEE EVANS.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

10. Consideration of KLJ Task Order 2404-00219-03 for the Water Distribution/Wastewater Collection System Model Update with Authorization for the Mayor to Sign

The Town of Collbran recently received grant funding in the amount of \$25,000 to complete a capacity study for water and wastewater for the Town and potential future developments. The costs for the capacity study are proposed to total \$75,000, \$25,000 of that balance being the funds that were just awarded.

MOTION: TRUSTEE EVANS MOVED TO APPROVE AND AUTHORIZE MAYOR TO SIGN THE KLJ TASK ORDER 2404-00219-03 FOR THE WATER DISTRIBUTION/WASTEWATER COLLECTION SYSTEM CAPACITY STUDY; SECONDED BY TRUSTEE ZENTZ.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

11. Consideration of Change Order #1 to Foothills Environmental in the Amount of \$5,884.54 with Authorization for the Mayor to Sign

MOTION: EVANS MOVED TO APPROVE CHANGE ORDER #1 TO FOOTHILLS ENVIRONMENTAL IN THE AMOUNT OF \$5,884.54 AND AUTHORIZE THE MAYOR TO SIGN; SECONDED BY TRUSTEE PRICE

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

12. Approval to Submit a Request to the Office of the Colorado State Auditor for Extension of Time to File the Audit for the Year Ended 12/31/2023 and Authorizing the Mayor to Sign the Request Form

Town Staff are requesting an extension due to staff being out of the office on extended leave. The Town's auditors support this extension request.

MOTION: TRUSTEE ZENTZ MOVED TO APPROVE THE REQUEST TO THE OFFICE OF THE COLORADO STATE AUDITOR FOR AN EXTENSION OF TIME TO FILE THE AUDIT FOR THE YEAR ENDED 12/31/2023 AND AUTHORIZE THE MAYOR TO SIGN THE REQUEST FORM; SECONDED BY TRUSTEE EVANS.

VOTE RESULTS:

Trustee Zentz - Yes
Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

13. Trustee Informational and/or Items for Future Agenda

Trustee Evans requested to change up the roll call vote order.

The American Legion is planning a Labor Day horseshoe and cornhole event. They expressed their interest in partnering with the Town to make the event bigger and better.

Susie Bevan asked the Board questions about orientations and/or training for current Board members. She explained her extensive professional background, specifically regarding Board education, decorum, professionalism, and leadership development. She offered her consulting services to the Board.

14. Upcoming Meeting Dates:

- a. July 16, 2024 - Regular Board Meeting
- b. Jul 23, 2024 – Comp Plan work session
- c. Aug 6, 2024 – Regular Board Meeting
- d. Aug 20, 2024

15. Adjournment

MOTION: TRUSTEE ZENTZ MOVED TO ADJOURN; SECONDED BY TRUSTEE EVANS

VOTE RESULTS:

Trustee Zentz - Yes

Trustee Evans - Yes
Trustee Winkleblack - Yes
Trustee Price - No
Mayor Wilcox - No

MOTION CARRIED

Meeting adjourned at 7:35pm.

Approved

Attest

**Town of Collbran
Finance Transmittal Sheet
June 2024**

Accounts Payable Invoices:

See attached payment approval report \$ 190,967.47

Debit card charges:

May 2024 (detail only, summary provided last mont)

Includes recurring utility payments
(Black Hills Energy, Grand Valley
Power, etc)

June 2024 (detail to be provided next month) 9,338.03

Payroll checks and transmittals 31,484.29

Total Disbursements \$ 231,789.79

Receipts:

Water & sewer \$ 37,169.01

Main operating account 116,721.73

Interest earned 13,649.97

Total Receipts \$ 167,540.71

Net cash flow \$ (64,249.08)

Cash/Investment Account Balances as of 05/31/24

Grand Valley Bank Operating \$ 196,611.35

Grand Valley Bank Utility 240,660.30

Grand Valley Bank Money Market 2,019,351.23

Grand Valley Bank Debit Card 18,075.95

ColoTrust 1,340,607.16

CSAFE 913,470.81

Total \$ 4,728,776.80

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
BIG STATE INDUSTRIAL SUPPLY								
723	BIG STATE INDUSTRIAL SUPPLY	1560089	PW: SAFETY ATTIRE GLOVES, MARKIN	05/07/2024	1,519.54	1,519.54	06/11/2024	
Total BIG STATE INDUSTRIAL SUPPLY:					1,519.54	1,519.54		
BUD'S SIGNS AND NEON								
434	BUD'S SIGNS AND NEON	122629	ADMIN: TOWN HALL - DOOR	06/05/2024	600.28	600.28	06/11/2024	
Total BUD'S SIGNS AND NEON:					600.28	600.28		
CHAMBERLIN ARCHITECTS								
719	CHAMBERLIN ARCHITECTS	13 - CONSTRU	AUDITORIUM - CONSTRUCTION DOCUM	05/10/2024	11,023.26	11,023.26	06/11/2024	
719	CHAMBERLIN ARCHITECTS	AUDTORIUM	AUDITORIUM ARCHITECTURAL SERVICE	04/10/2024	5,500.00	5,500.00	06/18/2024	
Total CHAMBERLIN ARCHITECTS:					16,523.26	16,523.26		
CITY OF GRAND JUNCTION								
213	CITY OF GRAND JUNCTION	2024-0007337	WATER: TESTING	04/30/2024	226.80	226.80	06/11/2024	
213	CITY OF GRAND JUNCTION	2024-0007337	WATER: TESTING	04/30/2024	576.23	576.23	06/11/2024	
213	CITY OF GRAND JUNCTION	2024-0007723	MARSHAL: COMMUNICATIONS 911 MAY	05/23/2024	953.67	953.67	06/11/2024	
213	CITY OF GRAND JUNCTION	2024-0007724	MARSHAL: COMMUNICATIONS 911 JUN	06/03/2024	953.67	953.67	06/18/2024	
Total CITY OF GRAND JUNCTION:					2,710.37	2,710.37		
COLLBRAN SUPPLY								
153	COLLBRAN SUPPLY	STMT 052824	PW: SAFETY EQUIPMENT 384980 GLOV	05/28/2024	29.94	29.94	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: REPAIRS 385010 PLUMBING SU	05/28/2024	8.76	8.76	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: REPAIRS 385044 BATTERIES	05/28/2024	34.97	34.97	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	FAIRGROUNDS: 385092 PLUMBING SUP	05/28/2024	9.99	9.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: REPAIRS 385094 FOLDING SAWHO	05/28/2024	79.98	79.98	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: SUPPLIES 385096 SAFETY (SUNSC	05/28/2024	38.97	38.97	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: REPAIRS 385219 PAINT AND BRUS	05/28/2024	56.91	56.91	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: PARKS 385223 PLUMBING SUPPLIE	05/28/2024	22.55	22.55	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: SUPPLIES 385267 SANITIZER	05/28/2024	52.72	52.72	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: 385269 REPAIRS HARDWARE	05/28/2024	24.33	24.33	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: REPAIRS 385275 HARDWARE	05/28/2024	61.75	61.75	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: REPAIRS 385356 WOOD CRACK FIL	05/28/2024	7.99	7.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: REPAIRS 385480 USB ADAPTER	05/28/2024	19.99	19.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: REPAIRS 385536 TOILET FLUSH LE	05/28/2024	13.99	13.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	FAIRGROUNDS: REPAIRS 385553 PLUM	05/28/2024	14.99	14.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: REPAIRS 385594 WEATHERSTRIPPI	05/28/2024	3.99	3.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: REPAIRS 385595 BUSHING	05/28/2024	7.77	7.77	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: REPAIRS 385615 PLUMBING SU	05/28/2024	4.47	4.47	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: REPAIRS 385624 PLUMBING SU	05/28/2024	9.16	9.16	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	AUDITORIUM: REPAIRS OSB TO COVER	05/28/2024	87.96	87.96	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: SUPPLIES 385733 FERTILIZER	05/28/2024	11.99	11.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: SUPPLIES 385741 TRIMMER LIN	05/28/2024	35.99	35.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	FAIRGROUNDS: REPAIRS COUPLER	05/28/2024	18.99	18.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	SEWER: REPAIRS 385751 PLUMBING S	05/28/2024	5.99	5.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: SUPPLIES 385764 SACKCRETE	05/28/2024	6.89	6.89	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PARKS: REPAIRS 385847 PLUMBING SU	05/28/2024	29.99	29.99	06/11/2024	
153	COLLBRAN SUPPLY	STMT 052824	PW: REPAIRS 386079 FLASHLIGHT	05/28/2024	25.99	25.99	06/11/2024	
Total COLLBRAN SUPPLY:					727.01	727.01		
COLORADO ANALYTICAL LABORATORIES								
846	COLORADO ANALYTICAL LABORATOR	240523034	WATER: WATER QUALITY TESTING	05/30/2024	120.00	120.00	06/11/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total COLORADO ANALYTICAL LABORATORIES:					120.00	120.00		
CUSTOMER REFUNDS								
396	CUSTOMER REFUNDS	DEPOSIT REF	REFUND	05/15/2024	50.00	50.00	06/11/2024	
396	CUSTOMER REFUNDS	DEPOSIT REF	REFUND	05/15/2024	8.74	8.74	06/11/2024	
396	CUSTOMER REFUNDS	DEPOSIT REF	REFUND	05/15/2024	50.00	50.00	06/11/2024	
396	CUSTOMER REFUNDS	DEPOSIT REF	REFUND	05/15/2024	8.74	8.74	06/11/2024	
Total CUSTOMER REFUNDS:					117.48	117.48		
Dave Arcady								
850	Dave Arcady	0000025	MARSHAL: MEET WITH LAW ENFORCE	05/31/2024	500.00	500.00	06/11/2024	
Total Dave Arcady:					500.00	500.00		
EC ELECTRIC								
827	EC ELECTRIC	261717-3	WATER - PUMPHOUSE	04/30/2024	2,565.00	2,565.00	06/11/2024	
Total EC ELECTRIC:					2,565.00	2,565.00		
FOOTHILLS ENVIRONMENTAL, INC								
855	FOOTHILLS ENVIRONMENTAL, INC	2405025 LESS	AUDITORIUM: ASBESTOS ABATEMENT	05/30/2024	15,030.00	15,030.00	06/11/2024	
Total FOOTHILLS ENVIRONMENTAL, INC:					15,030.00	15,030.00		
HOSPICE & PALLIATIVE CARE OF W								
233	HOSPICE & PALLIATIVE CARE OF W	2024 SPRING	2024 DISCRETIONARY FUNDING HOPE	04/04/2024	3,000.00	3,000.00	06/11/2024	
Total HOSPICE & PALLIATIVE CARE OF W:					3,000.00	3,000.00		
IRONEDGE GROUP								
563	IRONEDGE GROUP	IEG-41641	ADMIN: COMPUTER NETWORKING JUN	06/01/2024	999.84	999.84	06/11/2024	
Total IRONEDGE GROUP:					999.84	999.84		
Justin Wareham								
849	Justin Wareham	24-9D	MARSHAL: MEET WITH LAW ENFORCE	06/04/2024	375.00	375.00	06/11/2024	
Total Justin Wareham:					375.00	375.00		
KARP, NEU, HANLON, P.C.								
478	KARP, NEU, HANLON, P.C.	48038	LEGAL- MAY 2024	06/05/2024	5,158.50	5,158.50	06/11/2024	
478	KARP, NEU, HANLON, P.C.	48039	LEGAL- MAY 2024 WATER	06/05/2024	137.50	137.50	06/11/2024	
478	KARP, NEU, HANLON, P.C.	48177	COURT - PROSECUTION MAY 2024	06/05/2024	192.50	192.50	06/11/2024	
Total KARP, NEU, HANLON, P.C.:					5,488.50	5,488.50		
KLJ ENGINEERING LLC								
784	KLJ ENGINEERING LLC	10205722	ADMIN: ON-CALL ENGINEERING	05/18/2024	578.00	578.00	06/11/2024	
784	KLJ ENGINEERING LLC	10205723	SEWER: 2024 ALLEY SEWER DESIGN	04/18/2024	7,669.00	7,669.00	06/11/2024	
784	KLJ ENGINEERING LLC	10207542	SEWER: 2024 ALLEY SEWER DESIGN	06/05/2024	1,623.50	1,623.50	06/11/2024	
Total KLJ ENGINEERING LLC:					9,870.50	9,870.50		
LOCO INC.								
204	LOCO INC.	STMT 053124	PW: FUEL	05/31/2024	330.97	330.97	06/11/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
204	LOCO INC.	STMT 053124	FUEL TAX EXPENSE	05/31/2024	39.69	39.69	06/11/2024	
204	LOCO INC.	STMT 053124	PARKS: FUEL	05/31/2024	330.96	330.96	06/11/2024	
Total LOCO INC.:					701.62	701.62		
MARC S. LAIRD CONSTRUCTION								
256	MARC S. LAIRD CONSTRUCTION	9162 - 2024 AL	SEWER: ORIGINAL CONTRACT AMOUN	05/30/2024	17,634.00	17,634.00	06/11/2024	
256	MARC S. LAIRD CONSTRUCTION	9162 - 2024 AL	SEWER: CHANGE ORDER GRAVEL AND	05/30/2024	4,000.00	4,000.00	06/11/2024	
256	MARC S. LAIRD CONSTRUCTION	9162 - 2024 R	SEWER: RETAINAGE	05/30/2024	1,081.70-	1,081.70-	06/11/2024	
Total MARC S. LAIRD CONSTRUCTION:					20,552.30	20,552.30		
NEUCOMM SOLUTIONS								
854	NEUCOMM SOLUTIONS	1142 - COLLB	COLLBRAN CNL AND TOWER PROGRES	05/09/2024	108,752.40	108,752.40	06/11/2024	
854	NEUCOMM SOLUTIONS	1142 - COLLB	COLLBRAN CNL AND TOWER PMT 1 RET	05/09/2024	5,437.62-	5,437.62-	06/11/2024	
Total NEUCOMM SOLUTIONS:					103,314.78	103,314.78		
ROI FIRE AND BALLISTICS EQUIPMENT								
856	ROI FIRE AND BALLISTICS EQUIPMEN	20543	PW: SAFETY SUPPLIES AIR TESTING	05/14/2024	2,806.00	2,806.00	06/18/2024	
Total ROI FIRE AND BALLISTICS EQUIPMENT:					2,806.00	2,806.00		
SNOW LINE SERVICES LLC								
717	SNOW LINE SERVICES LLC	ORC MAY 202	WATER/WASTEWATER SPLIT	05/31/2024	2,210.00	2,210.00	06/11/2024	
717	SNOW LINE SERVICES LLC	ORC MAY 202	WATER/WASTEWATER OPERATOR	05/31/2024	1,190.00	1,190.00	06/11/2024	
Total SNOW LINE SERVICES LLC:					3,400.00	3,400.00		
VALLEY RANCH SUPPLY								
374	VALLEY RANCH SUPPLY	STMT 052624	PW: REPAIRS AND MAINTENANCE 2229	05/26/2024	45.99	45.99	06/18/2024	
Total VALLEY RANCH SUPPLY:					45.99	45.99		
Grand Totals:					190,967.47	190,967.47		

Report Criteria:

Including transaction count

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - Debit Card Charges GVB (CD112)						
05/03/2024	1	4Imprint - events - refund	10-00-4347	Town Events	.00	351.21-
05/03/2024	2	Terminix - water plant - maintenance	51-00-4367	Repairs & Maint. Water Treatme	45.00	
05/03/2024	3	Canva - events - business cards	10-00-4376	Miscellaneous	63.00	
05/07/2024	4	The Trophy Case - board nameplates and	10-00-4376	Miscellaneous	137.30	
05/07/2024	5	GVP - Springs Pump Station	51-00-4397	Utilities Springs Pump Station	281.40	
05/07/2024	6	GVP - Gandhi Park	10-50-4398	Utilities Parks	31.50	
05/07/2024	7	GVP - Water Plant	51-00-4398	Utilities Water	127.63	
05/07/2024	8	GVP - Sewer Plant	52-00-4398	Utilities Sewer	2,023.08	
05/07/2024	9	GVP - PV School Lift Station	52-01-4398	Utilities School Lift Station	61.91	
05/07/2024	10	GVP - Town Hall	10-00-4398	Utilities	190.76	
05/07/2024	11	GVP - Fairgrounds	10-54-4398	Utilities Fairgrounds	82.25	
05/07/2024	12	GVP - Plateau Creek Light	10-30-4397	Utilities Street Lights	37.65	
05/07/2024	13	GVP - Library	10-10-4398	Utilities Library	90.16	
05/07/2024	14	GVP - Auditorium	10-60-4398	Utilities Auditorium	167.02	
05/07/2024	15	GVP - Public Works Shop	10-30-4398	Utilities Public Works	110.44	
05/07/2024	16	GVP - Gandhi Park CNL	10-08-4398	Utilities - BB	31.50	
05/07/2024	17	GVP - Terrell Park	10-50-4397	Utilities Terrell Park	32.32	
05/07/2024	18	GVP - Street Lights	10-30-4397	Utilities Street Lights	330.15	
05/07/2024	19	GVP - Terrell PK Yard Lights	10-50-4397	Utilities Terrell Park	21.82	
05/07/2024	20	GVP - Spring Streets Lights	10-30-4397	Utilities Street Lights	21.82	
05/07/2024	21	CenturyLink - Marshal - telephone	10-20-4398	Utilities Marshal	60.13	
05/07/2024	22	CenturyLink - PW Shop - telephone	10-30-4398	Utilities Public Works	59.28	
05/07/2024	23	CenturyLink - Town Hall - telephone	10-00-4398	Utilities	124.99	
05/07/2024	24	CenturyLink - Taxes, fees & surcharges	10-00-4355	License, Fees & Permits	27.70	
05/07/2024	25	CenturyLink - Sewer Plant - telephone	52-00-4398	Utilities Sewer	42.50	
05/07/2024	26	CenturyLink - Springs Pump Station - telep	51-00-4397	Utilities Springs Pump Station	42.50	
05/07/2024	27	CenturyLink - Water Plant - telephone	51-00-4398	Utilities Water	42.50	
05/07/2024	28	CenturyLink - WaterPlant - internet	51-00-4398	Utilities Water	59.94	
05/07/2024	29	CenturyLink - Water - taxes, fees & surchar	51-00-4355	License, Fees & Permits Water	13.85	
05/07/2024	30	CenturyLink - Sewer - taxes, fees & surcha	52-00-4355	License, Fees & Permits Sewer	4.62	
05/07/2024	31	Black Hills Energy - Auditorium	10-60-4398	Utilities Auditorium	316.74	
05/07/2024	32	Black Hills Energy - Shop	10-30-4398	Utilities Public Works	294.64	
05/07/2024	33	Black Hills Energy - Library	10-10-4398	Utilities Library	122.40	
05/07/2024	34	Black Hills Energy - Water Treatment	51-00-4398	Utilities Water	210.52	
05/07/2024	35	Black Hills Energy - Town Hall	10-00-4398	Utilities	151.85	
05/08/2024	36	Canva - events - cards	10-00-4347	Town Events	32.80	
05/08/2024	37	Bud's Signs - banners	10-00-4347	Town Events	960.00	
05/10/2024	38	Comet Cleaners - dry clean tablecloths	10-00-4347	Town Events	32.58	
05/14/2024	39	AT&T Premier - Marshal cell phone	10-20-4326	Communications Marshal	129.94	
05/14/2024	40	AT&T Premier - Admin - cell phone	10-00-4398	Utilities	46.29	
05/14/2024	41	AT&T Premier - PW cell phone	10-30-4398	Utilities Public Works	46.29	
05/14/2024	42	AT&T Premier - PW cell phone	10-30-4398	Utilities Public Works	46.29	
05/14/2024	43	Amazon - town hall security	10-00-4366	Repairs & Maintenance	148.90	
05/15/2024	44	Daily Sentinel - advertising - yard sale eve	10-00-4347	Town Events	43.20	
05/17/2024	45	Amazon - Board supplies	10-00-4314	Operating Supplies	338.81	
05/20/2024	46	Amazon - Business prime membership	10-00-4338	Dues & Subscriptions	179.00	
05/21/2024	47	GVP - Springs Pump Station (new cycle)	51-00-4397	Utilities Springs Pump Station	231.27	
05/21/2024	48	GVP - Gandhi Park (new cycle)	10-50-4398	Utilities Parks	31.50	
05/21/2024	49	GVP - Water Plant (new cycle)	51-00-4398	Utilities Water	76.84	
05/21/2024	50	GVP - Sewer Plant (new cycle)	52-00-4398	Utilities Sewer	1,100.78	
05/21/2024	51	GVP - PV School Lift Station (new cycle)	52-01-4398	Utilities School Lift Station	60.15	
05/21/2024	52	GVP - Town Hall (new cycle)	10-00-4398	Utilities	82.22	
05/21/2024	53	GVP - Fairgrounds (new cycle)	10-54-4398	Utilities Fairgrounds	55.39	

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - Debit Card Charges GVB (CD112) (continued)						
05/21/2024	54	GVP - Plateau Creek Light (new cycle)	10-30-4397	Utilities Street Lights	34.35	
05/21/2024	55	GVP - Library (new cycle)	10-10-4398	Utilities Library	54.60	
05/21/2024	56	GVP - Auditorium (new cycle)	10-60-4398	Utilities Auditorium	46.37	
05/21/2024	57	GVP - Public Works Shop (new cycle)	10-30-4398	Utilities Public Works	59.10	
05/21/2024	58	GVP- Gandhi Park CNL (new cycle)	10-08-4398	Utilities - BB	31.50	
05/21/2024	59	GVP - Terrell Park (new cycle)	10-50-4397	Utilities Terrell Park	32.34	
05/21/2024	60	GVP - Street Lights (new cycle)	10-30-4397	Utilities Street Lights	165.30	
05/21/2024	61	GVP - Terrell PK Yard Lights (new cycle)	10-50-4397	Utilities Terrell Park	10.95	
05/21/2024	62	GVP - Spring Streets Lights (new cycle)	10-30-4397	Utilities Street Lights	10.95	
05/21/2024	63	GVP- Gandhi Park Pumphouse	51-00-4398	Utilities Water	96.15	
05/22/2024	64	Mesa County - water sampling	51-00-4353	Professional Water	25.00	
05/22/2024	65	Mesa County - water sampling	51-00-4353	Professional Water	25.00	
05/22/2024	66	Amazon - Board materials	10-00-4345	Education & Training	218.28	
05/28/2024	67	Town of Collbran - Water - Mothers Park	10-50-4398	Utilities Parks	12.29	
05/28/2024	68	Town of Collbran - Water-Sewer - Town Ha	10-00-4398	Utilities	63.71	
05/28/2024	69	Town of Collbran -Water-Sewer - Collbran	10-10-4398	Utilities Library	51.82	
05/28/2024	70	Town of Collbran - Water-Sewer - Terrell P	10-50-4397	Utilities Terrell Park	930.84	
05/28/2024	71	Town of Collbran Water-Sewer - Terrell Pa	10-50-4397	Utilities Terrell Park	52.05	
05/28/2024	72	Town of Collbran -Water-Sewer - Fairgroun	10-54-4398	Utilities Fairgrounds	210.12	
05/28/2024	73	Town of Collbran -Water-Sewer -Auditoriu	10-60-4398	Utilities Auditorium	60.42	
05/28/2024	74	Town of Collbran - Water -Lilac Park	10-50-4398	Utilities Parks	150.54	
05/28/2024	75	Town of Collbran -Water - Women's Memo	10-50-4398	Utilities Parks	12.29	
05/28/2024	76	Town of Collbran Water-Sewer - Public Wo	10-30-4398	Utilities Public Works	62.05	
05/28/2024	77	Town of Collbran - Water - Gandhi Park pu	51-00-4398	Utilities Water	12.30	
05/30/2024	78	Jurassic Parliament - clerk training on meet	10-00-4345	Education & Training	87.00	
05/30/2024	79	UPS - Water - Water Sampling shipping	51-00-4310	Postage & Freight Water	17.62	
05/30/2024	80	Amazon - trimmer heads for parks	10-50-4366	Repairs & Maint Parks	84.97	
05/31/2024	81	Terminix - Town hall - maintenance	10-00-4366	Repairs & Maintenance	45.00	
05/16/2024	82	United Rentals - generator for auditorium a	10-60-4943	Auditorium - Capital	2,422.39	
05/31/2024	83	May Debit card charges	01-00-1025	GVB - Debit Card	.00	13,837.21-
Total CASH DISBURSEMENTS - Debit Card Charges GVB (CD112):					14,188.42	14,188.42-
References: 83 Transactions: 83						
Total 524:					14,188.42	14,188.42-
Grand Totals:					14,188.42	14,188.42-

Report Criteria:

- Includes all check types
- Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
06/22/2024	PC	06/28/2024	1549	Melnikoff, Kristin O.	133		01-00-1024	189.79	
06/22/2024	PC	06/28/2024	1551	Melnikoff, Kristin O.	133		01-00-1024	189.79-	
05/25/2024	CDPT	06/11/2024	41108511	CCOERA	8	Retirement CCOERA (taxed volunt	01-00-1024	2,444.28-	
05/25/2024	CDPT	06/11/2024	41108512	EFTPS	13	tax deposit Federal Withholding Ta	01-00-1024	3,788.39-	
06/08/2024	CDPT	06/18/2024	41108513	CCOERA	8	Retirement CCOERA (taxed volunt	01-00-1024	2,055.78-	
06/22/2024	CDPT	06/25/2024	41108514	AFLAC	11	Supplemental Insurance C/SD Ins	01-00-1024	138.18-	
06/22/2024	CDPT	06/25/2024	41108515	COLORADO EMPLOYEE BENEFI	15	Employer Paid Life Pay Period: 6/2	01-00-1024	7,776.46-	
06/08/2024	PC	06/14/2024	202400289	Adams, Jenni L.	141		01-00-1024	892.84-	D
06/08/2024	PC	06/14/2024	202400290	Matarozzo, Melonie A.	123		01-00-1024	2,625.90-	D
06/08/2024	PC	06/14/2024	202400291	Nichols, Michael A.	121		01-00-1024	1,749.23-	D
06/08/2024	PC	06/14/2024	202400292	Todd, Keith C.	112		01-00-1024	178.72-	D
06/08/2024	PC	06/14/2024	202400293	Vig, Michael A.	142		01-00-1024	878.54-	D
06/08/2024	PC	06/14/2024	202400294	White, Rory C.	126		01-00-1024	1,399.78-	D
06/22/2024	PC	06/28/2024	202400295	Adams, Jenni L.	141		01-00-1024	918.05-	D
06/22/2024	PC	06/28/2024	202400296	Matarozzo, Melonie A.	123		01-00-1024	2,625.90-	D
06/22/2024	PC	06/28/2024	202400297	Nichols, Michael A.	121		01-00-1024	1,646.61-	D
06/22/2024	PC	06/28/2024	202400298	Todd, Keith C.	112		01-00-1024	184.81-	D
06/22/2024	PC	06/28/2024	202400299	Vig, Michael A.	142		01-00-1024	833.46-	D
06/22/2024	PC	06/28/2024	202400300	White, Rory C.	126		01-00-1024	1,347.36-	D
Grand Totals:								31,484.29-	
								19	

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT SERVICES**

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES (the "Agreement"), made and entered effective the 1st day of August, 2024, between the Town of Collbran, Colorado, a municipal corporation, by and through its Board of Trustees (the "Town"); and the County of Mesa, Colorado, a body corporate and politic, by and through its Board of County Commissioners (the "County"). The Mesa County Sheriff's Office (the "Sheriff") will administer this Agreement on behalf of the County and perform the obligations of the County described herein.

WITNESSETH:

WHEREAS, the Town recently lost its Marshal and does not currently have a dedicated law enforcement officer: and

WHEREAS, the Sheriff has previously provided law enforcement services to the Town on a backup basis; and

WHEREAS, the Town and County now enter into an agreement where the Sheriff provides law enforcement services to the Town; and

WHEREAS, such intergovernmental agreements are authorized and provided for under Section 29-1-201, et. seq., C.R.S.

NOW, THEREFORE, it is agreed as follows:

I. Purpose of the Agreement

This Agreement is made between the Town and County to provide for law enforcement services as described herein.

II. Services to be Provided

A. The County shall provide the following law enforcement services, hereinafter the "Law Enforcement Services", by providing two full time employees who will provide seven (7) days per week coverage to the Town. The standard level of services provided will be the same level of services provided within unincorporated areas of similar population density of Mesa County, The Law Enforcement Services shall include, but not be limited to, the following:

1. The enforcement of Colorado state statutes and county ordinances which are of the same type and nature as Colorado laws enforced by the County within unincorporated Mesa County; and
2. Patrol services in the corporate limits of the Town, including but not limited to,

general traffic enforcement, business checks by foot patrol or vehicle, vacation checks of private residences (as requested), development and maintenance of crime prevention programs for commercial and residential use, special events,; and

3. Command services, investigation of criminal offenses (including the use of criminal investigators and crime scene technicians), narcotics investigations, court appearances and VIN checks; and
4. Administrative and records management services; and
5. School resource officer services, to the extent possible based on availability of qualified deputies, for Plateau Valley School.

B. The County will designate two (2) Sheriff's Deputies as "Collbran Deputies" to carry out patrol and school resource services as set forth herein. The Collbran Deputies shall remain employees of the County. The Parties agree and acknowledge that the individuals so assigned may be changed from time to time, and that the Sheriff retains sole discretion in the selection and assignment of the Collbran Deputies.

C. The County acknowledges that personnel assigned to the Town have been notified of their duty to cooperate with state and federal officials with regards to enforcement of state and federal laws regarding immigration and their duties to comply with the provisions of C.R.S. § 29-29-103(2).

D. The Sheriff will not be responsible for code enforcement.

E. In the event the Sheriff takes over the enforcement of the Mesa County Animal Services Ordinance in unincorporated Mesa County, then the Sheriff will also be responsible to enforce the Mesa County Animal Services Ordinance in the Town of Collbran, for the duration of this agreement.

F. Except as otherwise specifically set forth herein, the services shall be those duties and functions coming within the jurisdiction of the County pursuant to Colorado law.

G. The standards of peace officer performances, the discipline of deputies and other matters incident to the performance of law enforcement services and control of personnel so employed, shall remain in and under the sole control of the Sheriff.

H. The Sheriff will take over management of record keeping, evidence collection and retention, and storage of property. The Town shall defend and hold harmless the Sheriff and County against all claims arising from any mishandling of record keeping, evidence collection and retention, and storage of property that occurred prior to the execution of this agreement.

From time to time, one or both of the Collbran Deputies may be on leave for vacation, sick leave, FMLA, training, or another lawful purpose. In that instance, there may not be a dedicated Collbran Deputy on shift and calls for service will be handled by Mesa County Sheriff's deputies as assigned by the Sheriff or his designees. If one or both of the assigned Collbran Deputies are on leave greater than thirty (30) days, the Town will not be obligated to pay the agreed upon monthly cost of the Collbran Deputy(ies) not working during the period of the leave.

III. Personnel and Equipment and Facilities

- A. The County shall furnish and supply all labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to perform the Law Enforcement Services, including, but not limited to, body-worn cameras as required by §24-31-902, C.R.S.
- B. The Town will provide access to the Town Hall and/or other Town owned facilities and equipment for administrative use by the County in conjunction with this Agreement.

IV. Liability of the Parties and Insurance Requirements

- A. Nothing in this Agreement shall constitute a waiver of any of the rights, remedies or obligations of the Colorado Governmental Immunity Act or other Colorado law.
- B. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of the County on special assignment to the Town for the purposes of this Agreement, and shall not be considered employees of Town. The Sheriff, retains sole discretion to determine whether the acts and actions of his deputies were lawful, in good faith and/or consistent with the policies, procedures and standards of his Office. No County employee shall have any entitlement to any compensation, workers' compensation coverage, pension, or civil service benefits from the Town. The Town shall not assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services hereunder for the Town or for any liability other than that specifically provided for in this Agreement. The Town shall not be liable for compensation or indemnity to any County employee providing services to the Town under this Agreement, for such employee's injury or sickness, whether or not such injury or sickness arises out of services provided to the Town. The County shall to the extent allowed by law cover such liability, defend and hold harmless the Town against any such claims and provide any required workers' compensation insurance program and unemployment insurance coverage for the County employee. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded to the County under § 24-10-101, et seq., C.R.S.
- C. The County shall provide its own general liability, law enforcement liability insurance,

automobile liability insurance, and public officials' errors and omissions insurance coverage for claims arising from this Agreement. Further, the County shall include the Town, its officers, employees, and agents, as additional insureds under the named insured's insurance policies for general liability and automobile liability insurance. The County's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. A certificate of insurance consistent with the foregoing requirement is attached hereto as Exhibit A.

V. Reports Provided to the Town

- A. It is agreed that the Sheriff or designee shall provide a quarterly written report to the Town Administrator detailing law enforcement and public services activities provided under this Agreement. The contents of the report, or portions thereof, shall be released to the public only upon the written authorization of the Sheriff.
- B. It is agreed that the Sheriff or designee may provide an annual report to the Board of Trustees detailing law enforcement and public services activities provided under this Agreement.

VI. Payments for Services Delivered

- A. The Town hereby agrees to pay the County a total of \$145,835.00 (\$29,167.00 x 5 months) for the law enforcement services described herein, for the remainder of calendar year 2024 and \$350,000.00 for the law enforcement services described herein, for the whole of calendar year 2025. The agreed amount will be prorated at a monthly rate of \$29,167.00 to the date that this agreement goes into effect. The parties agree that this fee has been reasonably calculated to defray the costs of the additional law enforcement services that will be provided under this agreement. Any such price change to this IGA shall be subject to the Town's right to terminate for non-appropriation as set forth in Section IX of this Agreement. The Town will make equal payments quarterly to the Mesa County Sheriff's Office. Payments are due on the 15th of the month in March, June, September, and December.
- B. The Parties agree that in the event of a catastrophic event within the Town boundaries requiring extraordinary law enforcement response and/or resources, including but not limited to an event of large-scale flooding, wildland fire, riot, disease epidemic, acts of terrorism, etc., the parties will work in good faith to negotiate a cost-sharing agreement to fairly apportion between the Parties the additional costs associated with response to said catastrophic event(s).

VII. Termination of the Agreement

Either party shall have the right to terminate this Agreement at any time provided that the party wishing to terminate provides the other party at least ninety days (90) written notice of its intention to terminate. In the event that either party elects to terminate this Agreement during its term or fails to agree to renewal as provided in Section VII or Section IX, the Town shall be liable for payment in full to the County for its services to the date of the termination of the Agreement.

VIII. Liaison Between the Parties

- A. It is agreed that the Sheriff shall have full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.
- B. It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, each party shall appoint a liaison through which written and oral communication between the parties shall be directed. The Town's liaison shall be the Town Administrator. The Sheriff will appoint a member of his Command staff as the Sheriff's liaison to the Town of Collbran. The Sheriff will also appoint a Sergeant to serve as an intermediate decision maker for routine operational issues specific to the Town of Collbran.
- C. It is agreed that the Town shall have full cooperation of the Sheriff and his representatives in response to pre-existing complaints and/or problems and they shall promptly take steps to resolve the situation in a manner mutually agreeable to the Town and the County, understanding that the Sheriff is the final authority on such issues.
- D. The Sheriff or designee will review this Agreement annually to ensure that all elements of the Agreement are being met, and will meet with the Town Administrator to review and discuss the performance of the Agreement.

IX. Renewal and Modification of the Agreement

- A. This Agreement may be renewed for four (4) one-year extensions in a writing signed by the parties and subject to the annual appropriations by the parties. The costs of services may change during each extension of this agreement based upon the amount quoted in part B of this section IX.
- B. For Town budgeting purposes, the Sheriff shall provide to the Town the costs of services for the following calendar year no later than the 15th day of August of the preceding year.
- C. Any changes to this Agreement shall be made only by written amendment signed by the parties.

X. Term of Agreement

Subject to the board approval by both the Town and the County, this Agreement shall be effective either August 1, 2024 or upon all parties signing this agreement, whichever date is later, through the thirty-first day of December, 2025. Notwithstanding the foregoing and any other provisions of this Agreement, the terms and obligations of this Agreement are subject to annual appropriations by the parties so as to not create a multiple fiscal year obligation in contravention of Article X, Section 20 of the Colorado Constitution.

XI. Public Safety Tax

Nothing in this Agreement is intended to limit or deprive the Town of the right to receive funding pursuant to Mesa County Referred Measure 1A - Mesa County Public Safety Sales Tax as approved at the November 2017 election so long as the Town uses funds received to offset the costs of this agreement or any other allowable purpose enumerated in the ballot measure. The payments for services rendered by the Town to the County pursuant to this agreement shall be considered an operational cost related to public safety. The Town is required by law to provide law enforcement services to its citizens and is not relinquishing that responsibility. This agreement allows the Town to continue to provide law enforcement services and meet the purpose of the ballot measure.

XII. Entire Agreement

This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than that contained herein.

XIII. Assignment

This Agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the respective parties hereto.

XIV. Severability

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

XV. Authority

The Town represents to the County and, likewise, the County represents to the Town that it possesses the legal ability to enter into this Agreement. In the event that a Court of competent jurisdiction determines that either of the parties hereto do not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

XVI. Termination of Original Agreement

This Agreement amends, supersedes and replaces in its entirety all prior Agreements that may exist between the Town and the County.

II REMAINDER OF PAGE INTENTIONALLY LEFT BLANK II

IN WITNESS WHEREOF, the Town of Collbran, by and through its Board of Trustees, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Mesa, by and through its Board of County Commissioners, caused this Agreement to be signed by its Chair, attested by its Clerk, and approved by its Sheriff, on the dates indicated below.

Attest:

_____	_____
Bobbie Gross	Bobbie Daniel, Chair
Mesa County Clerk and Recorder	Mesa County Board of County Commissioners

Attest:

_____	_____
Melonie Matarozzo	Kendall W. Wilcox
Collbran Town Clerk	Collbran Mayor

APPROVED:

BY: _____
Todd Rowell, Mesa County Sheriff Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Home Loan & Investment Company) and CONTACT NAME (Sara Mendenhall). Includes phone, fax, email, and insurer details.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella, Workers Compensation, Cyber Liability, and Employee Dishonesty.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Town of Collbran, its officers, employees, and agents are an additional insured in regards to General Liability and Auto Liability.

Errors & Omissions coverage limit is \$5,000,000 under policy 64-A3-EX-0000066-02 1/1/2024 to 1/1/2025.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Town of Collbran) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

TOWN OF COLLBRAN, COLORADO
RESOLUTION NO. 6
SERIES OF 2024

A RESOLUTION OF THE TOWN OF COLLBRAN, COLORADO,
PROVIDING FOR A SUPPLEMENTAL APPROPRIATION FOR
CONTRACTED LAW ENFORCEMENT SERVICES FOR THE YEAR
ENDING DECEMBER 31, 2024.

WHEREAS, on December 5, 2024, the Board of Trustees of the Town of Collbran adopted its annual budget for the fiscal year beginning January 1, 2024 and ending December 31, 2024 (“2024 Budget”) after a duly-noticed public hearing; and

WHEREAS, based upon the 2024 Budget as adopted, the Board further approved the Annual Appropriation for fiscal year 2024 (“2024 Annual Appropriation”) after a duly-noticed public hearing; and

WHEREAS, at the time the 2024 Annual Appropriation was adopted the status of the Collbran Marshal’s Office was undetermined; and

WHEREAS, the Town and the Mesa County Sheriff have agreed to enter into an agreement for law enforcement services effective August 1, 2024; and

WHEREAS, the projected 2024 payment to the Mesa County Sheriff for the period August 1 through December 31, 2024 is \$145,833.33; and

WHEREAS, funds are available in the Town Treasury to meet the increased expenses; and

WHEREAS, the Board of Trustees desires to approve this additional appropriation set forth herein to meet the financial obligation to the Mesa County Sheriff’s Office for the remainder of fiscal year 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO THAT:

1. Recitals. The Board of Trustees incorporates the foregoing recitals as conclusions, facts, determinations and findings by the Board.

2. Supplemental Appropriation. The following additional appropriation is hereby approved for 2024 for the Town of Collbran.

New account number:10-20-4331 Mesa County Sheriff Law Enforcement Agreement - \$145,834

General Fund

2024 Revenues as adopted:	\$3,266,633
Additional revenue	<u>0</u>
Revised 2019 Revenues:	<u>\$3,266,633</u>
2024 Expenditures as adopted:	\$4,315,094
Additional Expenditures	<u>145,834</u>
Revised 2024 Expenditures:	<u>\$ 4,460,928</u>

THIS RESOLUTION was read, passed, and adopted by the Board of Trustees of the Town of Collbran at a regular meeting held this 16th day of July 2024.

TOWN OF COLLBRAN, COLORADO

By: _____
Kendall W. Wilcox, Mayor

ATTEST:

Town Clerk/Treasurer

Board of Trustees Regular meeting: 04/09/24 updated 07/16/24

Additional information, Collbran Auditorium Renovation

Background:

Many of the documents referenced below are available on the Town's website at:

<https://townofcollbran.colorado.gov/planning-and-projects/collbran-auditorium-renovation-project>

The Collbran Auditorium was built in 1907. It is described as "Mission Style" based on its false front, while the structure itself is distinctive for its arched truss design. The 5,000 sq foot building was constructed to serve as a community gathering place and has been continuously owned and operated by the Town of Collbran as a community center since the Town's incorporation in 1908.

In 2017, the Town worked with Mesa County to designate the Collbran Auditorium as a Mesa County Historic Landmark. A public hearing was held before the Mesa County Board of County Commissioners on 06/20/17, and the Collbran Auditorium was determined to meet a number of criteria for historic, social and architectural significance, and accordingly, the application was approved on 6/9/2017 and the Collbran Auditorium is now Mesa County Historic Landmark #4.

In 2019, the Town contracted Chamberlin Architects to conduct a Historic Structure Assessment (HSA) of the Collbran Auditorium. The final report included the following: "The overall recommended treatment approach for the Collbran Auditorium is rehabilitation, which allows for modifications and additional functionality to accommodate its continued use as a community center."

In 2020, the Town, in cooperation with the University of Colorado, Denver, conducted extensive community outreach and feedback collection. The survey results were summarized on page 18 of the report, with the following highlights: "The survey results indicate a strong sentiment around the presence of the Collbran Auditorium along with an appreciation for its value to the community and its history." And "Overall, the survey sentiment leaned towards renovating the auditorium for viable community uses, while conserving its historic Main Street Character."

In the fall of 2021, staff worked with Chamberlin Architects and FCI Constructors to develop preliminary cost estimates for rehabilitation and for a new building. The costs for renovation ranged from \$2-\$2.6 million, while the cost for a new building of the same size was estimated to be slightly in excess of \$3 million. Financing options were also discussed, including the difficulty of funding the full \$3 million for a new build compared to the ability to phase renovations of the existing Auditorium, as well as the pros and cons of preserving a historical building. At a December 17, 2021 worksession, the Board of Trustees reviewed the options and directed staff to pursue grant funding for renovation/rehabilitation of the Auditorium.

In February 2022, we applied for funding from the Community Development Block grant program and in September 2022 we applied for a combined package of Energy Impact funding and State Historic Funds. These applications were not approved, mainly because the design was not fully developed, and the full funding package was not in place. After the heavy snows of the winter of 22-23, we were able to show the damage to the building and the risks of further deterioration, so in February 2023 we resubmitted a \$1 million project in February 2023 to the

CDBG program and received an award of \$600,000. In July 2023, we received \$200,000 in local matching funding toward the Auditorium from Mesa County. In June 2024, we requested an additional \$255,840 to assist with the additional/unforeseen costs of the structural steel beams and on July 3, 2024, we received notification that the additional funding has been awarded. It may be helpful for the Board to be aware that the \$855,040 in CDBG funding can only be used for rehabilitation of the existing auditorium because the CDBG funds were awarded under a specialized authorization for rehabilitation of a blighted community center. If the Board were to choose not to rehabilitate the existing auditorium, the funds would need to be returned to the CDBG program since they could not be used for a new facility.

In June 2023, we had the Auditorium sampled for asbestos and it was determined that there are asbestos-containing materials (AMCs) in the Auditorium that need to be remediated. We received technical assistance from the Colorado Department of Public Health and Environment in developing a remediation plan and cost proposal. We bid the abatement work out in December 2023 and the low bid was for \$78,400. We requested and received an \$80,000 grant from CDPHE to help with the remediation.

Because the Auditorium is an historic structure, we were required to work with the State Historic Preservation Office (SHPO) and the Advisory Committee on Historic Preservation (ACHP) on a Memorandum of Agreement (MOA) to document the existing appearance and features of the Auditorium prior to the renovation. The MOA is in place and requires us to permanently keep documentation and photographs of the Auditorium on file in the Town's records and with the SHPO. With the MOA in place, we have some ability to modify the features of the Auditorium so long as we attempt to stay true to the historical appearance. In order to comply with the ACHP guidelines, we are not allowed to undertake any ground disturbance at this time on this site.

Scope of Project:

The intent of the project is to stabilize the roof and exterior wall framing to preserve the building and ensure structural stability. Steel beams will be fabricated to follow the interior barrel framing and will be anchored into the foundation to ensure long-term stability. The roof and exterior siding on the north and south elevations will be replaced with metal siding to mimic the original, single-material appearance over the barrel vaults. The roof profile will be restored to its historical appearance with bump-outs above the clerestory windows on the north and south sides, and the north and south clerestory windows will be repaired and/or replaced with in-kind and re-flashed. The modern entry doors will be replaced with wood-clad double entry doors, asymmetrical, 4-panel vertical style.

Critical electrical improvements will be completed and the 1980's era natural gas furnaces and ducting will be replaced with new, efficient ones. ADA accessibility will be enhanced by modifications to the existing south ramp. In the interior, all asbestos-containing materials including the existing hard and dropped ceilings have been removed and will be replaced with a new 2' X 2' suspended grid ceiling, along with new LED lights and ductwork. The two film projectors will be left in place but will be highlighted by glass window panels so they can be seen from the main floor.

On the west façade exterior, which is the primary remaining original feature of the building to protect the original, historic features and showcase the final exterior appearance of the auditorium, the windows will be repaired and the wood siding will be scraped and painted, with special precautions for any lead-based paint that is removed, . ,
The Guaranteed Maximum Price (GMP) for the project currently includes about \$53,000 for

contingency items that may be encountered during the construction. If any portion of the contingency is not utilized during construction those funds will be returned to the Town, either reducing the overall budget or allowing for additional work to be done at the Board's discretion. Additionally, we are proposing an additional budget contingency of \$20,000 to allow for additional improvements to be undertaken if requested or approved by the Board. At the conclusion of the renovation, the Auditorium building should be generally restored to its 1909 appearance, be structurally sound, weathertight, and safe for public use for many more years.

Prior year costs associated with the Auditorium renovation project are:

Auditorium renovation project - costs to get 'shovel ready'		
Chamberlin Architects - Historic Structure Assessment	\$ 10,000	2019 Initial assessment - paid for by State Historic Funds
Chamberlin Architects - Schematic Design	16,740.00	Initial functional plan, preliminary design, cost estimates
Chamberlin Architects - Survey	4,890.00	Subcontract - survey site and title work
Chamberlin Architects - Design Development	41,981.80	Plans, sections, elevations and diagrammatic layouts
Chamberlin Architects - Construction Documents	29,800.00	Preparation of construction drawings and specifications
Chamberlin Architects - Renderings	3,420.00	Subcontract - architectural renderings
Chamberlin Architects - On call/hourly assistance	9,230.00	Assistance during grant writing and State Historic Fund review
subtotal - Chamberlin Architects	116,061.80	
Huddleston-Berry Geotechnical	3,200.00	Geotechnical survey of auditorium
Legal notices - CDBG grant	919.75	CDBG required legal notices published
Distinctive Design Build	26,314.00	temporary roof sealing/repairs
Grande River Environmental - asbestos sampling	1,206.00	Asbestos sampling
	147,701.55	
Less Grant funds received - State Historic Fund	(10,000.00)	For historic assessment, above
Less Grant funds received - DOLA planning grant	(25,000.00)	For Design Development, above
	<u>\$ 112,701.55</u>	Net cost to Town for preparatory work prior to 2024 budget

2024 Budget Impacts:

Sources of funds:		Notes:
Community Development Block Grant	\$ 600,000	Initial award
Community Development Block Grant - Supplemental award	\$ 255,040	Received for additional steel beam costs
Mesa County Commissioners	200,000	
Colorado Department of Public Health and Environment	80,000	Received for asbestos abatement
<i>Subtotal - grant funds for project</i>	<i>1,135,040</i>	<i>None of these grant funds were included in 2024 adopted budget because they are only guaranteed if project starts</i>
Town of Collbran	<u>405,564</u>	Net cost to Town in 2024
	\$ 1,540,604	
Renovation project costs - construction		
Asbestos abatement (complete)	\$ 78,400	Rockies Environmental
United Rentals (complete)	2,422	Generator rental during abatement
Asbestos monitoring/oversight (complete)	20,915	Foothills Environmental
Guaranteed maximum price - construction	1,372,868	Includes \$52,300 for contingencies
Additional owner contingency	20,000	To be spent only with Board authorization
Specialized inspections	5,000	If required by County
Architectural services - bidding	3,500	Proposal from Chamberlin Architects
Architectural oversight - construction	<u>37,500</u>	Proposal from Chamberlin Architects
	\$ 1,540,604	
2024 Budget, as adopted	1,300,000	
Expenditure budget modification needed	240,604	

Projected total Town cost for Auditorium renovation:	
Prior year/shovel ready costs, from above	\$ 112,701.55
2024 construction costs, less grant funds	<u>405,564.00</u>
"All-in" auditorium investment	<u>\$ 518,265.55</u>

Proposed timeline:

04/09/24 – Board re-authorized approvals for asbestos abatement and monitoring by removing the “contingent upon receipt of signed contract from DOLA” language from the approvals of 02/06/24 to allow staff to request additional funding from DOLA

05/01/24-05/13/24 – Environmental contractor abatement (complete)

07/16/24 –

Board of Trustees to review Guaranteed Maximum Price from Asset Engineering and approve contract with Assets Engineering

Board of Trustees to review Architectural oversight proposal and fees

07/17/24 – Town issues Notice to Proceed to Asset Engineering

07/22/24 – Construction starts (estimate six months construction)

01/31/25 - Construction complete

**AGREEMENT FOR CONSTRUCTION SERVICES BETWEEN
TOWN OF COLLBRAN AND
ASSET ENGINEERING, LTD.
dba ASSET CONSTRUCTION MANAGEMENT
FOR RENOVATION OF THE COLLBRAN AUDITORIUM
CONTRACT DOCUMENTS**

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**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
TOWN OF COLLBRAN AND
ASSET ENGINEERING, LTD/
DBA ASSET CONSTRUCTION MANAGEMENT
FOR RENOVATION OF THE COLLBRAN
AUDITORIUM**

THIS AGREEMENT, made this 16th day of July 2024.

by and between the Town of Collbran, herein called "Owner" acting herein through its Mayor
and a corporation/ a partnership/an individual (Strike Out Inapplicable Terms) doing business as

Asset Engineering, Ltd/dba Asset Construction Management, of Grand Junction,

County of Mesa and State of Colorado,

hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Renovation of the Collbran Auditorium, located at 102 Main Street, Collbran, Colorado

hereinafter called the project, for the sum of Dollars (\$ 1,372,867.56) and all extra work in connection therewith, under the terms as stated in the General and Supplemental Conditions of the Contract, the Terms and Conditions of the Contract, and the Labor Standards Provisions of the Contract; and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and Supplemental General Conditions of the Contract, the plans which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Chamberlin Architects herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 226 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

(SEAL)

ATTEST:

Kendall W. Wilcox

Secretary

By Kendall W. Wilcox, Mayor

Witness Title

(SEAL)

Contractor

ATTEST:

By Jane Pizem, President

Secretary

Witness Title

Asset Engineering, LTD

1007 S 7th Street
Grand Junction, CO 81501

Address

NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of Colorado)
) ss.
County of Meza)

Jane Pizem being first duly sworn, deposes and says that:

1. SHe is the President of Asset Engineering Limited (DBA Asset Construction Management), the bidder that has submitted the attached bid;

SHe is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or the bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of _____ or any person interested in the proposed Contract; and

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including the affiant.

Signed: [Signature]
Title: President

Subscribed and sworn to me this 11th day of July, 2024

By: [Signature]
Notary Public



My commission expires: 06-11-2026

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: Collbran Auditorium

1. Legal Business Name: Asset Engineering Limited (DBA Asset Construction Management)

2. Legal Business Address, including Zip Code

Physical: 1007 S 7th St., Grand Junction, CO 81501

Mailing: PO Box 4382, Grand Junction, CO 81502

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

84-1295454

4. Business DUNS Number (required with bid): 929898799

5. Attach proof of SAM Registration (required with bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

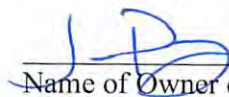
<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>Asset Engineering Limited Employee</u>	<u>Stock Option Plan (100% owner)</u>	<u></u>
<u>Jane Pizem</u>	<u>President</u>	<u>1007 S 7th St., Grand Junction, CO 81501</u>
<u>Derek Hamilton</u>	<u>Vice President</u>	<u>1007 S 7th St., Grand Junction, CO 81501</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

White Black Hispanic Asian Native American

7. Is the Contractor a Woman-Owned Business Enterprise? Yes No

The undersigned certify that the above information is true to the best of their knowledge.

 Jane Pizem, President 7/11/2024
Name of Owner or Authorized Representative Date

CERTIFICATE OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

Asset Engineering Limited (DBA Asset Construction Management)

1007 S 7th St, Grand Junction, CO 81501

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.
 Yes No Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No Not applicable

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Submitted By: Jane Pizem

Title: President

Signature: 

Date: 7/11/2024

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: Collbran Auditorium

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED				0	
SEMI-SKILLED				0	
UNSKILLED				0	
TRAINEE				0	

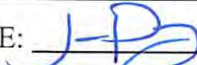
Methods to be used to achieve these goals: _____

N/A - Asset Engineering Limited will not need to hire for this project.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: Jane Pizem

TITLE: President

SIGNATURE: 

COMPANY NAME: Asset Engineering Limited

DATE: 7/11/2024

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: Collbran Auditorium

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED	0			0	
SEMI-SKILLED	0			0	
UNSKILLED	0			0	
TRAINEE	0			0	

Methods to be used to achieve these goals: _____

N/A - Asset Engineering Limited is a management firm and does not have any skilled/unskilled laborers or trades people on staff.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: Jane Pizam

TITLE: President

SIGNATURE: J-P

COMPANY NAME: Asset Engineering Limited

DATE: 7/11/2024

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES

PROJECT: Collbran Auditorium

COMPANY: Asset Engineering Limited (DBA Asset Construction Management)

NUMBER OF ALL SUBCONTRACTORS PROPOSED: 9

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ 882,232.92

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the o n own limits).

Goal of these contracts for project area businesses:

<u>Proposed type of subcontract</u>	<u>Approximate cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Outline the affirmative action plan to achieve these goals:

N/A - Project was bid out through a competitive bidding process and the lowest, qualified subcontractors were selected for the work. No bids were received by businesses located in the Town of Collbran.

TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT

SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date

SUBMITTED BY: Jane Pizem
TITLE: President
SIGNATURE: [Signature]
COMPANY NAME: Asset Engineering Limited
DATE: 7/11/2024

Collbran Auditorium 100% CD**ASSET CONSTRUCTION MANAGEMENT**Date **7/12/2024**Sq Ft of Construction **5,136.00****100% CD Estimate**Cost per Sq Ft **\$267.30 / Sq Ft**

DIV	DESCRIPTION	AMOUNT	Sq Ft Cost	Percent of Total Cost
	General Conditions (RFP)	\$0.00	\$0.00 / Sq Ft	0.00%
1	General Requirements	\$183,998.00	\$35.83 / Sq Ft	13.94%
2	Sitework	\$93,795.00	\$18.26 / Sq Ft	7.11%
3	Concrete	\$0.00	\$0.00 / Sq Ft	0.00%
4	Masonry	\$1,850.00	\$0.36 / Sq Ft	0.14%
5	Metals	\$190,426.00	\$37.08 / Sq Ft	14.43%
6	Wood and Plastic	\$17,990.00	\$3.50 / Sq Ft	1.36%
7	Thermal and Moisture Protection	\$279,020.00	\$54.33 / Sq Ft	21.14%
8	Doors and Windows	\$37,569.96	\$7.32 / Sq Ft	2.85%
9	Finishes	\$274,495.00	\$53.45 / Sq Ft	20.79%
10	Specialties	\$5,256.92	\$1.02 / Sq Ft	0.40%
11	Equipment	\$0.00	\$0.00 / Sq Ft	0.00%
12	Furnishings	\$0.00	\$0.00 / Sq Ft	0.00%
13	Special Construction	\$0.00	\$0.00 / Sq Ft	0.00%
14	Conveying Systems	\$0.00	\$0.00 / Sq Ft	0.00%
21	Fire Suppression	\$0.00	\$0.00 / Sq Ft	0.00%
22	Plumbing	\$0.00	\$0.00 / Sq Ft	0.00%
23	Mechanical	\$73,930.00	\$14.39 / Sq Ft	5.60%
26	Electrical	\$54,874.00	\$10.68 / Sq Ft	4.16%

SUBTOTAL \$1,213,204.88

LABOR BURDON \$32,139.43

PRECONSTRUCTION SERVICES FEE \$0.00

CONSTRUCTION SERVICES FEE \$74,720.66

SUBTOTAL \$1,320,064.96**BIDDING CONTINGENCY****CONSTRUCTION CONTINGENCY \$52,802.60****SUBTOTAL \$1,372,867.56**

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV I	GENERAL CONDITIONS									
	Hazmat Insurance				\$0.00		\$0.00		\$0.00	\$0.00
	Builder's risk insurance	6	mo		\$0.00	\$550.00	\$3,300.00		\$0.00	\$3,300.00
	Payment and Performance Bonds	1	ls		\$0.00	\$18,000.00	\$18,000.00		\$0.00	\$18,000.00
	Building Department fee	1	ls		\$0.00	\$1,800.00	\$1,800.00		\$0.00	\$1,800.00
	Fire department fee	1	ls		\$0.00	\$550.00	\$550.00		\$0.00	\$550.00
	Street cut & patch fees				\$0.00		\$0.00		\$0.00	\$0.00
	Storm drainage protection				\$0.00		\$0.00		\$0.00	\$0.00
	Architect, engineer, & legal fees				\$0.00		\$0.00		\$0.00	\$0.00
	Project Manager & office administration	18	wk		\$0.00		\$0.00	\$2,400.00	\$43,200.00	\$43,200.00
	Project engineer	12	wk		\$0.00		\$0.00	\$1,250.00	\$15,000.00	\$15,000.00
	Project superintendent	24	wk		\$0.00		\$0.00	\$2,800.00	\$67,200.00	\$67,200.00
	Field engineer				\$0.00		\$0.00		\$0.00	\$0.00
	General labor		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Subsistence & housing	0	mo	\$1,000.00	\$0.00	\$5,000.00	\$0.00		\$0.00	\$0.00
	Vehicle expenses	6	mo	\$150.00	\$900.00	\$75.00	\$450.00		\$0.00	\$1,350.00
	Field engineering and layout				\$0.00		\$0.00		\$0.00	\$0.00
	As-built drawings				\$0.00		\$0.00		\$0.00	\$0.00
	Project photographs	1	ls		\$0.00	\$750.00	\$750.00		\$0.00	\$750.00
	Quality control - Soils, Concrete & grout				\$0.00		\$0.00		\$0.00	\$0.00
	Quality control - roof				\$0.00		\$0.00		\$0.00	\$0.00
	Special Inspections		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Welding inspection		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Temporary electric and lighting	1	ls		\$0.00	\$6,500.00	\$6,500.00		\$0.00	\$6,500.00
	Temporary heating		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Project Communication Support		mo		\$0.00	\$75.00	\$0.00		\$0.00	\$0.00
	Temporary water		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Field office	6	mo		\$0.00	\$650.00	\$3,900.00		\$0.00	\$3,900.00
	Storage Containers		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Drinking water, cups and ice	0	ls		\$0.00	\$250.00	\$0.00		\$0.00	\$0.00
	Fire extinguishers		ls		\$0.00	\$400.00	\$0.00		\$0.00	\$0.00
	First aid supplies		ls		\$0.00	\$250.00	\$0.00		\$0.00	\$0.00
	Office equipment and supplies	1	ls		\$0.00	\$1,250.00	\$1,250.00		\$0.00	\$1,250.00
	Safety equipment	1	ls		\$0.00	\$750.00	\$750.00		\$0.00	\$750.00
	Sanitary facilities	6	mo		\$0.00	\$210.00	\$1,260.00		\$0.00	\$1,260.00
	Temporary truck dock				\$0.00		\$0.00		\$0.00	\$0.00
	Cranes and hoists				\$0.00		\$0.00		\$0.00	\$0.00
	Platforms and scaffolding				\$0.00		\$0.00		\$0.00	\$0.00
	Small tools	1	ls		\$0.00	\$1,500.00	\$1,500.00		\$0.00	\$1,500.00
	Equipment rental and repairs		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Vehicular access & parking				\$0.00		\$0.00		\$0.00	\$0.00
	Staging area improvements				\$0.00		\$0.00		\$0.00	\$0.00
	Temporary barricades	1	ls		\$0.00	\$1,800.00	\$1,800.00		\$0.00	\$1,800.00
	Temporary fences	6	mo		\$0.00	\$550.00	\$3,300.00		\$0.00	\$3,300.00
	Erosion control				\$0.00		\$0.00		\$0.00	\$0.00
	Snow removal	0	ls		\$0.00	\$550.00	\$0.00		\$0.00	\$0.00
	Winter conditions		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Project signs	1	ls		\$0.00	\$850.00	\$850.00		\$0.00	\$850.00
	Product storage and handling				\$0.00		\$0.00		\$0.00	\$0.00
	Plans, specs & reproductions	1	ls		\$0.00	\$1,250.00	\$1,250.00		\$0.00	\$1,250.00
	Postage and shipping	0	ls		\$0.00	\$500.00	\$0.00		\$0.00	\$0.00
	Daily cleanup		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Final cleanup	5136	sqft		\$0.00	\$1.75	\$8,988.00		\$0.00	\$8,988.00
	Trash dumpster and fees		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Project closeout & punchlist	1	ls		\$0.00	\$1,500.00	\$1,500.00		\$0.00	\$1,500.00
	TOTAL THIS SHEET				\$900.00		\$57,698.00		\$125,400.00	\$183,998.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
<i>DIV IV</i>	<i>MASONRY</i>				\$0.00		\$0.00		\$0.00	\$0.00
	Chimney Anchoring & Support	1	ls		\$0.00	\$1,850.00	\$1,850.00		\$0.00	\$1,850.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$1,850.00		\$0.00	\$1,850.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV VII	THERMAL & MOISTURE PROTECTION									
					\$0.00		\$0.00		\$0.00	\$0.00
	Roofing				\$0.00		\$0.00		\$0.00	\$0.00
	CRW				\$0.00		\$0.00		\$0.00	\$0.00
	22 Gauge SS Metal Roof	1	ls		\$0.00	\$158,000.00	\$158,000.00		\$0.00	\$158,000.00
	Snow Rails	1	ls		\$0.00	\$36,000.00	\$36,000.00		\$0.00	\$36,000.00
	Gutters and Downspouts	1	ls		\$0.00	\$6,500.00	\$6,500.00		\$0.00	\$6,500.00
					\$0.00		\$0.00		\$0.00	\$0.00
	Siding				\$0.00		\$0.00		\$0.00	\$0.00
	CRW - Metal Siding Alt.	1	ls		\$0.00	\$44,000.00	\$44,000.00		\$0.00	\$44,000.00
	Reinstall/ Replace Siding	1	ls		\$0.00	\$1,250.00	\$1,250.00		\$0.00	\$1,250.00
					\$0.00		\$0.00		\$0.00	\$0.00
	Insulation				\$0.00		\$0.00		\$0.00	\$0.00
	Accurate Insulation	1	ls		\$0.00	\$23,745.00	\$23,745.00		\$0.00	\$23,745.00
	Crawl Space Foam	1	ls		\$0.00	\$7,300.00	\$7,300.00		\$0.00	\$7,300.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	Operations Support				\$0.00		\$0.00		\$0.00	\$0.00
	Daily Cleanup	15	mhr		\$0.00		\$0.00	\$35.00	\$525.00	\$525.00
	Dumpsters / Haul Off	2	pulls		\$0.00	\$850.00	\$1,700.00		\$0.00	\$1,700.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$278,495.00		\$525.00	\$279,020.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV 22	PLUMBING									
					\$0.00		\$0.00		\$0.00	\$0.00
	Gas Pipe Demo				\$0.00		\$0.00		\$0.00	\$0.00
	Included in Div 23.				\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$0.00		\$0.00	\$0.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV XV	MECHANICAL				\$0.00		\$0.00		\$0.00	\$0.00
	HVAC				\$0.00		\$0.00		\$0.00	\$0.00
	Comfort Air	0	ls		\$0.00	\$70,400.00	\$0.00		\$0.00	\$0.00
	GMMI	1			\$0.00	\$73,930.00	\$73,930.00		\$0.00	\$73,930.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$73,930.00		\$0.00	\$73,930.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV XVI	ELECTRICAL				\$0.00		\$0.00		\$0.00	\$0.00
	Electrical				\$0.00		\$0.00		\$0.00	\$0.00
	Barnes	1	ls		\$0.00	\$54,874.00	\$54,874.00		\$0.00	\$54,874.00
	McAtlin		ls		\$0.00	\$74,000.00	\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	Alternate Light Fixtures				\$0.00	(\$4,550.00)	\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$54,874.00		\$0.00	\$54,874.00

ID	Task Name	Duration	Start	Finish	June 2024					July 2024					August 2024					September 2024					October 2024					November 2024					December 2024					January 2025					February 2025							
					30	4	9	14	19	24	29	4	9	14	19	24	29	3	8	13	18	23	28	2	7	12	17	22	27	2	7	12	17	22	27	1	6	11	16	21	26	1	6	11	16	21	26	31	5	10	15	20
1	Collbran Auditorium Remodel	172 days	Thu 6/6/24	Fri 1/31/25																																																
2	GMP Review/Approval	30 days	Thu 6/6/24	Wed 7/17/24																																																
3	Notice to Proceed	1 day	Thu 7/18/24	Thu 7/18/24																																																
4	Steel Lead Time	70 days	Fri 7/19/24	Thu 10/24/24																																																
5	Mobilize & Set Site Fencing	6 days	Mon 7/22/24	Mon 7/29/24																																																
6	Roof Demolitions	15 days	Tue 7/30/24	Mon 8/19/24																																																
7	Strutural Framing	30 days	Tue 8/20/24	Mon 9/30/24																																																
8	Exterior Sheathing	10 days	Tue 10/1/24	Mon 10/14/24																																																
9	Roofing/Siding	10 days	Tue 10/15/24	Mon 10/28/24																																																
10	Exterior Finishes	5 days	Tue 10/15/24	Mon 10/21/24																																																
11	Strutural Steel	15 days	Fri 10/25/24	Thu 11/14/24																																																
12	Attic Level Framing	12 days	Fri 11/15/24	Mon 12/2/24																																																
13	MEP Rough-In	15 days	Tue 12/3/24	Mon 12/23/24																																																
14	ACT System	5 days	Tue 12/24/24	Mon 12/30/24																																																
15	Interior Finishes	15 days	Tue 12/31/24	Mon 1/20/25																																																
16	MEP Trim	5 days	Tue 12/31/24	Mon 1/6/25																																																
17	Final Clean	2 days	Tue 1/21/25	Wed 1/22/25																																																
18	Punch List	5 days	Thu 1/23/25	Wed 1/29/25																																																
19	Final Inspections & CO	2 days	Thu 1/30/25	Fri 1/31/25																																																

Project: Collbran_Auditorium_S Date: Fri 7/12/24	Task 	Split 	Milestone 	Project Summary 	Critical 	Critical Split 
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April 8, 2024 (*Updated July 8, 2024 – changes below in italics*)

Ms. Melonie Matarozzo, Town Administrator
Town of Collbran
1010 High Street
Collbran, CO 81624

RE: Collbran Auditorium Rehabilitation, 102 Main Street, Collbran, CO
Contract Amendment – *Bidding and Construction Phase Services*

Melonie,

As you know, our current work scope and fees for the Auditorium Rehabilitation do not include *Bidding or Construction Phase Services*. As we are finishing up CDs this month, we expect that Asset CM will begin construction soon, in ~~May or June at the latest~~ *late July*, and continue for approximately 6 months not including project closeout. We therefore propose to provide the following services for all disciplines, including architectural, structural, mechanical, and electrical:

WORK SCOPE:

- *bidding phase – addenda, meetings, budget and funding adjustments*
- reviewing the contractor’s product submittals
- answering contractor questions (RFIs)
- attending weekly meetings (architect only *via Zoom when not on site*)
- making periodic site observations (*typically every other week*)
- preparing reports and lists of deficiencies
- inspections for substantial completion and final completion
- other services indicated in Article 4 of the AIA A201-2017 General Conditions

CLARIFICATIONS:

- Work designed and/or coordinated by the Town or the Town’s consultants is not included.
- We will review Asset’s as-built redlines, but do not expect to provide electronic as-built drawings.
- Changes to the CDs requiring re-design will be cause for Additional Services.
- Reimbursable expenses for mileage will be billed at the federal government reimbursement rate.

FEE:

The fee proposed for the Work Scope identified above is *\$41,000.00*. Thus, the modification to our previous Contract Amount would be:

Previous Contract Amount (thru CDs, including ASRs)	\$96,831.80
<i>Bidding Phase Services</i>	<i>\$3,500.00</i>
<u>Construction Phase Services</u>	<u>\$37,500.00</u>
New Contract Amount	\$137,831.80

If this Contract Amendment is acceptable, please sign below and email a scan back to me.

Sincerely,



Daniel Gartner, AIA, LEED AP
Vice-President, Chamberlin Architects, PC

Accepted
Ms. Melonie Matarozzo, Town Administrator
Town of Collbran

Date

TOWN OF COLLBRAN, COLORADO
RESOLUTION NO. 7
SERIES OF 2024

A RESOLUTION OF THE TOWN OF COLLBRAN, COLORADO,
RECOGNIZING ADDITIONAL GRANT-RELATED REVENUES AND
PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS FOR THE YEAR
ENDING DECEMBER 31, 2024, FOR THE PURPOSES OF RENOVATING
THE COLLBRAN AUDITORIUM.

WHEREAS, on December 5, 2023, the Board of Trustees of the Town of Collbran adopted its annual budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024 (“2024 Budget”) after a duly-noticed public hearing; and

WHEREAS, based upon the 2024 Budget as adopted, the Board further approved the Annual Appropriation for fiscal year 2024 (“2024 Annual Appropriation”) after a duly noticed public hearing; and

WHEREAS, at the time the 2024 Annual Appropriation was adopted, certain grant-related revenues and expenses associated with the renovation of the Collbran Auditorium were not known, and

WHEREAS, the Town has been awarded \$1,135,040 in grant revenues to support the renovation of the Collbran Auditorium; and

WHEREAS, the expected renovation budget has increased from the original \$1,300,000 in the adopted 2024 budget and the projected cost is now \$1,540,604; and

WHEREAS, the Board of Trustees desires to recognize additional grant revenues and approve certain additional appropriations set forth herein to allow for the renovation of the Collbran Auditorium,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO THAT:

1. Recitals. The Board of Trustees incorporates the foregoing recitals as conclusions, facts, determinations and findings by the Board.

2. Supplemental Appropriations. The following additional revenues and appropriations summarized herewith are hereby approved for 2024 for the Town of Collbran.

TBD accounts – Auditorium Grant Revenue, CDBG \$855,040
Auditorium Grant Revenue, Other \$280,000

10-60-4940 Auditorium Capital \$240,604

General Fund

2024 Revenues as adopted:	\$3,266,633
Previous amendments	0
Auditorium grant-related revenue	<u>1,135,040</u>
Revised 2024 Revenues:	<u>\$4,401,673</u>

2024 Expenditures as adopted:	\$4,315,094
Previous amendments	145,834
Additional auditorium renovation-related expense	<u>240,604</u>
Revised 2024 Expenditures:	<u>\$ 4,701,532</u>

THIS RESOLUTION was read, passed, and adopted by the Board of Trustees of the Town of Collbran at a regular meeting held this 16th day of July 2024.

TOWN OF COLLBRAN, COLORADO

By: _____
Kendall W. Wilcox, Mayor

ATTEST:

Town Clerk/Treasurer



Submitted via electronic mail: townmanager@townofcollbran.us // Submitted via BidNet
Attn: Melonie Matarozzo, Town Administrator
Town of Collbran, Colorado
1010 High Street
Collbran, Colorado 81624

Re: Response to Request For Proposals for Town Attorney

Dear Ms. Matarozzo,

On behalf of Wilson Williams Fellman Dittman, I, Wilson D. Scarbeary, am pleased to have the opportunity to respond to the Town of Collbran's Request for Proposals for Town Attorney services. The firm looks forward to the opportunity of bringing our cumulative decades of experience in municipal law to the Town of Collbran (the Town).

Firm Background and Values

Wilson Williams Fellman Dittman (the Firm) was founded in 2024, combining the prior firms of Kissinger & Fellman, P.C. (K&F) and Wilson Williams LLP (WW). WW was founded in 2021 by Nina P. Williams and Geoff Wilson. Prior to founding Wilson Williams, Nina Williams worked in municipal law for 15 years in Colorado and New York. Geoff Wilson has almost 40 years of experience in most aspects of municipal law. Since the founding of WW, the firm has more than doubled in size and currently has around 75 years of cumulative local government experience. K&F was founded in 1976 and worked with local governments since 1984. In that time, K&F covered all aspects of municipal law and gained national recognition and a national client base for their expertise in local government issues involving telecommunications, broadband and utilities. Ken Fellman and Brandon Dittman, the partners from K&F, have a combined experience of over 50 years in representing Colorado municipalities in all aspects of municipal law.

Together, the Firm has eight attorneys and is based in Louisville, Colorado. As a firm, we hold ourselves to high standards of service to our clients. We provide public-minded, local, compassionate, effective, and innovative legal services to all of our clients. It is a key value of our firm to work as a team, both with members of the firm, and with the clients we serve. We recognize the work of municipalities has a unique impact on its residents, and that each municipality faces its own unique challenges, therefore, we pride ourselves on working with town staff to customize our representation to reflect the unique local needs of the community we are serving. We believe these values and our extensive experience representing local governments make us exceptionally suited for Collbran.

Qualifications and Experience

The Firm currently represents the following municipal and local government clients as general counsel:

- The Town of Avon;
- The Town of Bow Mar;
- The Town of Empire;
- The Town of Fairplay;
- The City of Fort Morgan;
- The Town of Hillrose;
- The City of Las Animas;
- The Town of Lyons;
- The City of Salida;
- The City of Woodland Park;
- Yuma County;
- Lake County E911 Authority; and
- Bachelor Gulch Metropolitan District

In addition, the Firm has served as special counsel for many Colorado local governments (including the Town of Collbran), various local governments across the country, the Colorado Communications and Utility Alliance (CCUA), the Arkansas River Power Authority (ARPA), and the Colorado Association of Municipal Utilities (CAMU) in specialized telecommunications, utilities, and land use matters.

For the purposes of this Request for Proposal, I (Wilson Scarbeary) will serve as the primary Town Attorney. Prior to joining K&F, I was an Associate Attorney at the firm Hoffmann, Parker, Wilson & Carberry (HPWC), another law firm that specializes in representing local governments in Colorado. My work at HPWC included serving as a municipal prosecutor for the towns of Parker, Hudson, and Calhan. In addition, I supported HPWC's representation of its various clients including municipalities, special districts, and county governments. At the K&F and the Firm, I continued my representation of local governments by serving as the Assistant Town Attorney and Municipal Prosecutor for the Town of Empire, as well as serving as the Assistant Town Attorney for the Town of Bow Mar and Assistant County Attorney in Yuma County. In addition, I assist the other attorneys at the Firm in representing local governments on diverse issues ranging from telecommunications and technology, building and land use regulations, and drafting and negotiating contracts and intergovernmental agreements on behalf of our clients. I am a born-and-raised Coloradoan who received both of my degrees from the University of Colorado Boulder: a Bachelors in Political Science in 2015 and my Juris Doctorate in 2021. I am passionate about working with local communities in their work to strive to make Colorado a vibrant, welcoming, and affordable place to live for all. Outside of the office I am passionate about spending my time outside skiing, climbing, and exploring this beautiful state we call home.

If selected as the Town Attorney, the Town of Collbran would be one of my primary assignments at the Firm. In addition to myself as the Town Attorney, any of the Firm's attorneys

will be available to consult or assist on projects as needed or requested by the Town. Below is a summary of each other attorneys' experience and qualifications.

Brandon Dittman is a Partner with the Firm, and currently serves as the Town Attorney for the Towns of Lyons and Empire, City Attorney for the City of Las Animas, and General Counsel for the Colorado Association of Municipal Utilities (CAMU) and the Arkansas River Power Authority (ARPA). Brandon represents public and private entities in a wide variety of municipal, utility, energy, railroad, telecommunications, technology, land use, and aviation law matters and is a specialist in electric, natural gas, telecommunications, and railroad representation before the Colorado Public Utilities Commission (PUC), matters involving the use and regulation of unmanned aircraft systems (UAS) i.e. "drones" and negotiating leases for renewable energy siting. Brandon particularly enjoys assisting local governments and their elected officials and staffs efficiently and effectively manage their organizations and resolving challenging issues through creative problem solving. Brandon's legal career began with an emphasis on utility and environmental law. Brandon was Attorney-Fellow at the Municipal Operations Section of the Denver City Attorney's Office, where he represented the City in electric, gas, steam, railroad, and transportation matters before the Colorado PUC and assisted on a wide variety of environmental, utility, technology, and Americans with Disability Act (ADA) issues before the City. Before that, as an intern with Black Hills Corporation, Brandon focused on energy regulation in Colorado and Wyoming and federal environmental regulation under the Clean Air Act. Brandon is frequent presenter on local government, utility, energy, railroad, technology, telecommunications, and UAS issues including multiple invitations as a featured speaker at Purdue University and is a frequent conference presenter for the Colorado Municipal League (CML), the Colorado Communications and Utility Alliance (CCUA), the Jersey Access Group (JAG), the National Association of Telecommunications Officers and Advisors (NATOA), and the Washington Association of Telecommunications Officers and Advisors (WATOA).

Nina P. Williams is Managing Partner of the Firm. Nina has practiced for seventeen years in local government and zoning law, dealing with all aspects of land use, development, legislation, personnel and government operations. Nina also regularly assists her clients with employment, law enforcement, real estate, and contractual matters. She specializes in land use code diagnosis, audit, analysis, revision and comprehensive re-drafting to implement local planning and housing goals throughout the state and Mountain West. In addition to serving as designated Town and City Attorney for numerous Colorado municipalities, Nina also represents planning commissions, boards of adjustment, historic preservation commissions and zoning boards of appeals as special counsel. Nina began her legal career representing applicants and private developers in all phases of the planning and development process, including in front of governing boards, planning commissions and zoning boards. Additionally, Nina served as principal law clerk for the New York State Supreme Court, where she specialized in election law, open records, real estate and Rule 106-like appeals. Nina teaches a graduate course at the University of Colorado Denver, for the New Directions in Politics and Public Policy program, entitled "*Planning and Development: Zoning, Local Government and Affordable Housing*." Nina is a frequent speaker on local government and land use issues, including at the Department of Local Affairs (DOLA) planning commissioners training, the Municipal Clerk's Institute, Colorado Bar Association Government Counsel section CLE program, and the Colorado Municipal League (CML) annual conference. Nina serves as Chair of the CML Municipal Attorneys Section, President of the Metro City Attorneys Association, and Board member of the Government Counsel section of the Colorado Bar Association.

Ken Fellman is a Partner with the Firm and was previously a partner and president of Kissinger & Fellman, P.C. For 39 years he has been working with local governments nationwide in connection with technology, communications, broadband, public safety communications, utility matters, general local government, land use and employment law. He has also served as town, city and county attorney in multiple jurisdictions for 40 years. Ken has been a strong advocate for local interests at the Federal Communications Commission (FCC), serving as the chair of the FCC's Local and State Government Advisory Committee from 1997 – 2003 and as a member of the FCC's Intergovernmental Advisory Committee from 2011 – 2019. Ken served as Mayor of Arvada, Colorado from 1999 – 2007, and as a member of City Council from 1993 – 1999, and his experience as an elected official offers him a special perspective in his representation of local government interests as legal counsel.

Geoff Wilson is a Partner with the Firm, was admitted to the Colorado bar in 1981. Geoff is well known to many municipal officials and attorneys across Colorado, serving for 29 years as General Counsel for the Colorado Municipal League (CML), where he represented Colorado municipalities in State agency rulemaking, before the General Assembly and in Colorado's appellate courts. Along the way, Geoff authored the first editions of the CML publications on municipal taxes, open meetings and open records, and municipal elections and helped write the first edition of CML's TABOR publication. Geoff has spoken to thousands of elected officials, staff and residents over the years on these and a variety of other municipal law topics, including home rule, ethics and conflicts of interest, council and board rules of procedure, and the Fair Campaigns Practices Act. Geoff provides special counsel assistance to a number of municipalities, primarily in the areas of elections, taxation, ethics and conflicts of interest, and TABOR, and as an administrative hearing officer. Geoff finds it especially rewarding to help elected officials navigate challenging problems, among themselves and in their communities, by offering practical counsel to achieve effectiveness and productivity.

Erica Romberg is a Senior Associate Attorney at the Firm, is a Colorado native and Weld County resident. Prior to joining the Firm, Erica spent five years serving as a Deputy District Attorney in both the 11th and 8th Judicial Districts. Erica currently assists our local communities in many areas, including litigation, human resources and as police legal advisor. Erica earned her BA in Sociology with a concentration in Criminal Justice and Criminology from Colorado State University and earned her JD from the University of Colorado Law School.

Betsy Stewart is a Senior Associate Attorney at the Firm, and has over ten years of experience representing and advising local governmental entities, state agencies, and their employees in Colorado and West Virginia. This experience includes advising and representing governmental entities regarding civil rights claims, employment law matters, implementation and compliance with various state and federal statutes, conducting general legal research for local governmental entities, and engaging in legislative monitoring. Betsy earned her BA in History from West Virginia University and her JD from Mercer University in Macon, Georgia.

Bo Riley is Senior Counsel at the Firm. Bo's expertise is in transactional law, and he has significant experience working on a wide range of contract matters, real estate sales and leases, purchase and sale of entities, and construction contracts for both public and private entities.

As the Town Attorney, I will be available to attend the Town's regular Board of Trustees meeting on the first Tuesday of each month. I currently attend government meetings for another client on the third Tuesday of every month, but can arrange for another attorney from the Firm to

be available at these meetings as necessary. I also currently attend meetings for another client on the third Monday of each month, but do not have any other recurring meeting obligations. Given the distance from our office to the Town of Collbran, my preference would be to attend meetings remotely. However, I would be available to attend meetings in person as necessary.

Professional References

Kit Lammers – Community Services Director at City of Edgewater, President of the Colorado Communications and Utility Alliance; klammers@edgewaterco.com; (720) 763-3008

Hon. Bryan Sperry – Mayor, Town of Bow Mar; mayor@bowmar.gov; (303) 731-0919

Sue Blair – Town Clerk, Town of Bow Mar – sblair@crsofcolorado.com; (303) 381-4977

Jeanette Piel – Interim Town Administrator, Town of Empire – townadministrator@empirecolorado.us; (303) 569-2978

Cost Proposal

We propose the following cost structure:

- \$195/hour for all legal work billed by Mr. Scarbeary or other Associate Attorneys
- All other legal work we be billed in accordance with the Firm's billing rates, attached here.
- The Firm will bill the Town for half of all travel, including mileage, from our offices in Louisville for any in-person appearances. Given the distance between the Firm's office and the Town, for any in-person visits the Firm would also charge for lodging as necessary. Such charges would be made in accordance with our Schedule of Costs, also attached here.

It is our understanding that the Town's budget for legal services is currently \$15,000 a year, with the possibility of additional funding as needed by future projects. This budget would translate into approximately 76 hours of annual legal work – or just over 6 hours a month – at my current billing rates and assuming minimal support from senior attorneys. This budget would likely support the time needed to attend monthly board meetings, as well as small projects each month as directed by the Town or the Board of Trustees. However, in the Firm's experience, it is reasonable to expect that annual legal fees might average closer to \$20,000.

Miscellaneous

There are no public disciplinary proceedings against myself or any lawyer or employee of the Firm. Our professional liability insurance carrier is General Star National Insurance Company, and our limits are One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. There are no known potential conflicts of interest between our Firm and the Town of Collbran. The Firm understands that the Town reserves the right to obtain services from other attorneys when the Town, in its sole discretion, believes the use of another firm is in the Town's best interests. The Firm also affirms Town Attorney position will not be reassigned within the Firm without the approval of the Board of Trustees.



Thank you again for your consideration, and please let me know if you or the Board of Trustees require any additional information.

Sincerely,
Wilson D. Scarbeary

Appendix:

- Firm Billing Rates
- Firm Schedule of Costs
- Firm Business Values
- Resume for Wilson D. Scarbeary

2024 Billing Rates – Local Governments

General/Regular Local Government Representation (Town Attorney)

<u>Attorney Position</u>	<u>Hourly Municipal Rate</u>
Partner	\$245.00
Counsel	\$230.00
Senior Associate	\$210.00
Associate Attorney	\$195.00
Paralegal	\$ 95.00
Ken Fellman	\$315.00

Pass-Through Developer Reimbursable rate

<u>Attorney Position</u>	<u>Developer Reimbursable Rate</u>
Partner	\$275.00
Counsel	\$255.00
Senior Associate	\$230.00
Associate Attorney	\$215.00
Paralegal	\$105.00

Billing Methodology

Our firm provides a computer-generated, detailed billing statement each month, for both fees and disbursements. All invoices will reflect services already performed and disbursements already made and are *due upon receipt*.

In addition to the foregoing hourly rates for professional services, the firm will charge for all costs incurred in providing such services. Examples of such costs include the following. The firm will charge for mileage to and from the Louisville office at the IRS-approved rate, and ½ travel time at the applicable hourly rate. Document printing and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies, made within the office. Copying, collating, binding, and scanning performed outside the office will be charged at actual cost for such third-party service.

Schedule of Costs

1. **Printing, Copying and Scanning:** Document printing, scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the office. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
2. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
3. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its online legal research provider in relation to the Client's case.
4. **Mileage:** Mileage is charged to and from the Louisville office at a rate consistent with the guidelines published by the IRS.
5. **Lodging:** Costs of lodging, when authorized by the Client, are passed along at the actual amount paid.
6. **Other Costs:** Other third-party costs will be billed to Client at the same rate the Firm is billed for the third-party services.

Business Values

WE ARE OUR GREATEST RESOURCES

- We work together as a team, and support one another
- We collaborate with each other, and grow together
- We assist our clients by applying the depth of knowledge and collective best practices of our team
- We continuously learn, grow, listen, teach, lead, mentor, and connect

WE WORK HOW WE LIVE

- We approach our work the same way we approach our lives
- We live and work with integrity, accountability, humility, and passionate dedication
- We are authentic and creative problem solvers who bring our passion to everything we do and who are
- We work alongside you, every step of the way
- Your problems become our challenge, and goal, to solve

WE ARE OF SERVICE

- We strive to make an impact
- We serve with a comprehensive approach beyond the law
- We assist dedicated elected officials and public and private management, both to assist in their daily operations and to help them achieve their long-term goals
- We work for governments and entities “closest to the people”
- We work for private entities who seek to make a difference in their communities

WE ARE INNOVATIVE

- We strive to be cutting edge, we take initiative and embrace technology and innovative practices
- We think critically, listen to diverse perspective, and aim to offer our own unique perspectives for creative problem solving
- We are eager to jump in to improve a process or solve a problem
- We use our business acumen to help our clients and to run an efficient law firm
- We are hungry, stay curious, and push for continuous improvement
- We don't use a cookie-cutter approach, or force a “one size fits all” mold onto our clients

WE GROW OUR COMMUNITY

- We naturally connect our clients, our resources, and our professional network
- We expand our community everyday
- We are inclusive of people from all backgrounds and walks of life
- When you hire us or join our team, you join our entire community

Wilson D. Scarbeary, Esq.

wscarbeary@gmail.com • (303) 408-5910 • Denver, CO
Admitted to practice law in Colorado.

EDUCATION

University of Colorado Law School	Boulder, CO
Juris Doctor	Graduated May 2021
<ul style="list-style-type: none">• Journal: Colorado Technology Law Journal, Lead Digital Content Editor; Symposium Editor• Clinic: Samuelson-Glushko Technology Law and Policy Clinic, Student Attorney• Activities: Order of Barristers, Moot Court Division // Colorado Law Outdoor Club, President	
University of Colorado	Boulder, CO
Bachelor of Arts, <i>magna cum laude</i> , Political Science	Graduated May 2015

LEGAL EXPERIENCE

Wilson Williams Fellman Dittman	July 2023 – Present
Associate Attorney	Denver, CO
<ul style="list-style-type: none">• Counseling local governments on federal and state law concerning the regulation of digital technology and telecommunications infrastructure.• Serving as the Assistant Town Attorney for two small statutory municipalities, including providing municipal prosecution services as needed.	
Hoffmann, Parker, Wilson & Carberry, P.C.	Denver, CO
Associate Attorney	March 2022 – June 2023
<ul style="list-style-type: none">• Prosecuted offenses including traffic, criminal, and code enforcement violations for municipal clients of varying sizes.• Researched and drafted memoranda advising local government staff on issues including constitutional law, federal regulations, governmental immunity, real estate and eminent domain, and litigation strategy.• Drafted ordinances, resolutions, and contracts for municipalities and special districts.• Represented private clients in eminent domain proceedings against private and public condemning authorities.	
Denver District Court	Denver, CO
Law Clerk	January 2022 – March 2022
<ul style="list-style-type: none">• Conducted legal research, and assisted with drafting orders and rulings on law for a judge with a primarily civil docket.• Managed courtroom logistics including providing technical support for remote hearings.	
CableLabs	Louisville, CO
Policy / Legal Intern	February 2021 – July 2021
<ul style="list-style-type: none">• Researched and drafted memoranda on technology policy, corporate litigation, and regulatory compliance.• Drafted and conducted research for regulatory comments on policy issues including broadband infrastructure, wireless spectrum management, and antitrust.• Conducted legal research and drafted internal memoranda concerning active litigation and settlement negotiations	
University of Colorado Law School	Boulder, CO
Research Assistant, Professor Dale Hatfield	May 2020 – January 2021
<ul style="list-style-type: none">• Led research on topics related to wireless spectrum regulation and cybersecurity policy.• Published article in Colo. Tech. L.J., v20.1, January 2022. Paper received 1st Place Student Paper Award at TPRC 49, a telecommunications policy conference held in Washington, D.C. in September 2021.	
Colorado Technology Association	Denver, CO
Policy Fellow	August 2019 – May 2020
<ul style="list-style-type: none">• Drafted and researched policy memoranda on issues including digital privacy, right-to-repair, and facial recognition laws to be used in policy advocacy efforts at the Colorado General Assembly.• Compiled annual report on economic and social impacts of technology sector on the Colorado economy.	
AT&T	Washington, D.C
Federal Regulatory Intern	June 2019 – August 2019
<ul style="list-style-type: none">• Conducted legal, policy, and technical research on antitrust, spectrum, and digital privacy policy for policy advocacy.• Drafted internal policy memoranda, regulatory comments and company blog posts on technology policy issues.	

PROFESSIONAL EXPERIENCE

Cheney Galluzzi and Howard

Denver, CO

Legal Assistant

September 2017 – August 2018

- Managed client intake for a small firm representing clients in personal injury and criminal defense.
- Assisted attorneys at all stages of litigation, including drafting and filing pre-trial motions, reviewing pleadings and briefs, and providing courtroom support.

Wunder Capital

Boulder, CO

Project Specialist

November 2016 – August 2017

- Conducted preliminary economic, legal, and financial diligence for commercial and community solar projects.
- Expanded solar project financing pipeline by overhauling diligence tools, assessing technology risks, and identifying new markets.
- Developed, managed, and scored databases to facilitate solar financing project origination and investor recruiting for solar financing vehicles.

Terra Strategies

Denver, CO and Missoula, MT

State Canvass Director

April 2016 – November 2016

- Directed statewide voter registration and mobilization program in Montana, responsible for staff of over 50 employees.
- Determined highest value geographies for canvassing to meet voter activation targets.
- Managed grassroots organizing projects for non-political, U.S. Senate, and Presidential campaigns in Denver prior to Montana assignment.

Bennet for Colorado

Denver, CO

Finance Associate

August 2015 – March 2016

- Conducted research on potential and past donors including compiling dossiers for campaign principals detailing donation histories, past interactions, and political alignment.
- Built and maintained a countrywide database of political donors for use by campaign staff in soliciting donations.
- Organized and planned private fundraising receptions, including providing and managing transportation for campaign principals.

INTERESTS

Part-time ski bum, aspiring rock climber, gamer, breakfast burrito enthusiast

RESPONSE BY LISA VOORHIS LAW, LLC

TO

TOWN OF COLLBRAN

REQUEST FOR PROPOSAL

FOR TOWN ATTORNEY

June 19, 2024

1. NAME OF PERSON PROVIDING TOWN ATTORNEY SERVICES TO TOWN OF COLLBRAN

Lisa Voorhis, Esq.

My experience and qualifications are described in detail in the Statement Of Qualifications below.

2. NAMES OF SUPPORTING MEMBERS OF TOWN ATTORNEY TEAM MEMBERS

Lisa Voorhis, Esq. would be the only attorney providing town attorney services to the Town Of Collbran.

3. ORGANIZATIONAL CHART OF TOWN ATTORNEY OFFICE

Lisa Voorhis, Esq. would be solely responsible for the Town Of Collbran engagement.

4. KNOWLEDGE AND EXPERIENCE

See Statement Of Qualifications below.

5. PROFESSIONAL LIABILITY INSURANCE

Lisa Voorhis Law llc carries attorney malpractice insurance with limits of \$100,000/\$300,000 with a major A-rated carrier and can provide a certificate of insurance should you hire Lisa Voorhis Law llc.

6. CONFLICTS OF INTEREST

I am aware of no conflicts of interest that would prohibit or interfere with Lisa Voorhis Law llc acting as Town Attorney for the Town Of Collbran.

7. EXISTING WORKLOAD

My current client base consists of individuals and small businesses. I do not have any large litigation matters or other work that would interfere in my providing timely services to the Town Of Collbran.

8. OTHER MUNICIPAL CLIENTS

Client references can be provided should the Town Of Collbran decide to hire Lisa Voorhis Law, llc.

9. ACKNOWLEDGEMENT OF POINT PERSON

Lisa Voorhis Law llc acknowledges that only Lisa Voorhis, Esq. will provide Town Attorney services without the approval of the Board of the Town Of Collbran.

10. EACH RESPONDENT'S QUALIFICATIONS

See Statement of Qualifications below.

11. TOWN'S RIGHT TO HIRE OTHER ATTORNEYS

Lisa Voorhis Law llc acknowledges that the Town Of Collbran reserves the right to hire other attorneys in its sole discretion and will so agree in the negotiated contract.

12. LIST OF RATES

The billing rate for Lisa Voorhis, Esq. is \$275 per hour.

13. REQUIRED FEES

See answer to item 12 above.

14. BILLING PRACTICES

See answer to item 12 above. Flat fee work can be negotiated on a case-by-case basis depending upon the scope of the project and anticipated time required.

15. ATTENDANCE PREFERECES

Either in-person or remote attendance is acceptable.

STATEMENT OF QUALIFICATIONS

Lisa Voorhis Law, llc is a business owned and operated by Lisa Lett Voorhis, Esq.

Lisa Voorhis has been licensed to practice law in Colorado since 1996. I am also licensed to practice law in eight other states and have a diverse and well-rounded background, much of which has been as in-house counsel for businesses.

I was Assistant General Counsel for Xcel Energy Inc. in Denver for eleven years. While there, I was the Transactional Practice Area Leader as well as responsible for several large litigation matters. As the Transactional Practice Area Leader, I was the top attorney responsible for contracts and agreements. I was also the lead land rights attorney on the in-house attorney staff.

I have many years of experience working on land issues, agreements, negotiations, memorandums of understanding and memorandums of agreements, telecommunications agreements, and related matters.

During my time in Chicago, Illinois, I worked for a law firm whose entire client base was municipalities.

I have worked in various organizations throughout my career as a lawyer and know how to work for a wide variety of clients who have goals that need to be accomplished.

My approach is to listen first, suggest options to achieve the stated goal, and then do the work to get the goal accomplished.

I enjoy working with internal business clients one-on-one, helping them achieve their business goals.

ADDENDUM 1
Town of Collbran Request for Proposals
Town Attorney

June 17, 2024

Additional information in response to questions received:

Question:

Can you please tell us what the Town's budget is for legal, or maybe how much the Town has spent per year over the past few years?

Answer:

In the 2024 Budget for the Town of Collbran the Board has a budget of \$15,000 for the calendar year.

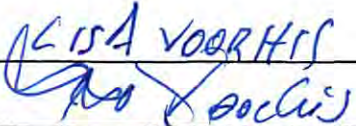
Since 2021 the Town has spent between \$2,500 and \$15,000 per year.

The Board of Trustees has been advised that undoubtedly, they will need to supplement the 2024 Budget based on proposals received and future attorney involvement.

Please remember to acknowledge receipt of Addendum 1 when submitting your bid.

FIRM NAME AND ADDRESS: Lisa Voorhis Law llc

2536 Rimrock Ave., Ste. 400-575, Grand Junction, CO 81505

SIGNED BY: LISA VOORHIS TITLE: Owner/Member
SIGNATURE:  DATE: June 19, 2024

This signed document is to be submitted with Bid.

END OF ADDENDUM 1

John Mallonee
85 Pinyon Mesa Drive
Glenwood Springs, CO 81601
john@malloneelawfirm.com
(302) 898-3438

June 19, 2024

Melonie Matarozzo, Town Manager
Town of Collbran
1010 High Street
Collbran, CO 81624
townmanager@townofcollbran.com
Via Email Only

Re: ***Proposals for Collbran Town Attorney***

Dear Ms. Matarozzo:

Please find enclosed my proposal for Collbran Town Attorney. The attached proposal includes responses to the areas identified in the RFP, and my suggested rates for attorney services. I have also included my resume for your convenience.

I have worked for large municipalities on the front range. More recently I have been in private practice in Glenwood Springs, representing a variety of interests which have dealt with numerous municipal issues. I live just 85 miles from Collbran Town Hall and would expect to attend Board of Trustee meetings in person on the first and third Tuesday of each month. I could be available in person for volunteer boards as well. In addition to my legal experience described below, I have served as a Trustee for the Garfield County Public Library District for more than two years, and have had the experience of being a consumer of legal services in a situation similar to that of the Collbran Town Trustees. I think this has improved my ability to express legal advice in common-sense terms.

As described below, I would propose a flat rate of \$2,340 per month for up to 12 hours of legal work, with work in excess of 12 hours being billed hourly. For a fully utilized month of flat rate fees, this is an effective rate of \$195 per hour. Additional hours would be slightly higher.

If you require any additional information, beyond the response to the proposal below, or would like to schedule an interview, please contact me. I would be happy to visit with the Trustees and department heads in person, or by video if preferred.

Very truly yours,

/s/

John Mallonee

PROPOSAL FOR TOWN ATTORNEY LEGAL SERVICES TO THE TOWN OF COLLBRAN

June 19 29, 2024

Submitted by:
John Mallonee
85 Pinyon Mesa Drive
Glenwood Springs, CO 81601
(302) 898-3438
john@malloneelawfirm.com

1. Person to Provide Town Attorney Services

John Mallonee will provide Town Attorney services. Please see my resume, attached at the end of this proposal, for a list of past employment. I have worked as Deputy City Attorney, second-in charge of a ten-attorney legal department, in the City of Thornton (population 140,000), and for a short time was Assistant Director in Denver's Civil Litigation Department. In these positions I experienced most municipal issues, including those that arise in smaller towns. In private practice, I have represented private interests with respect to land use and zoning, as well as open records, in a number of small towns on the Western Slope.

2. List of Supporting Members of Town Attorney Team

I do not expect to have supporting members of a team, though I have access to a contract paralegal if required for projects, and a CIRSA qualified back-up attorney if I am unavailable for a required meeting.

3. Organization Chart

I am the only person in my current organization.

4. Knowledge and Experience

I have lived and worked relatively near Collbran (between Carbondale and Glenwood Springs) since 2021, and have dealt with municipal issues representing private clients with respect to Snowmass Village, New Castle, Glenwood Springs, Cedaredge, and Garfield County, among others. I have specific knowledge of this area of the West Slope, and have learned to apply the municipal law knowledge I gained while working in large cities on the front range to the specific issues of mountain towns.

I have worked as Deputy City Attorney, second-in charge of a ten-attorney legal department, in the City of Thornton (population 140,000), and for a short time was

Assistant Director in Denver's Civil Litigation Department. In these positions I experienced most municipal issues, including those that arise in smaller towns. In private practice, I have represented private interests with respect to land use and zoning, as well as open records, in a number of small towns on the West Slope.

During my 25 years of practice, much of my time has been devoted to complex litigation and appellate practice. I have tried numerous cases, and have participated on trial teams from Maryland to Seattle to Hawaii. I have also argued many appeals, including in the U.S. Court of Appeal for the 4th Circuit in Richmond Virginia, and the 10th Circuit in Denver.

Closer to home, I have tried cases and argued a number of motions in Colorado's 9th Judicial District, in Glenwood Springs, and settled a case that was just days from trial, in Delta, in the 7th Judicial District. I have used my litigation experience to describe to municipal clients what is happening in litigation that is performed by outside counsel. In addition, and potentially relevant to Collbran, I have stayed up to date on the frequent cases with respect to open meetings and open records which have been issued both at the appellate and trial level over the past several years. I have dealt with local land use issues. With twenty-five years of experience, in both litigation and municipal law, I hope I have gained the experience to be able to provide wise and just counsel to a Board of Trustees such as Collbran.

Additionally, I have served as a Trustee for the Garfield County Public Library District for more than two years. As a consumer of legal services on a Board of seven people whose decisions are made at public meetings, I have become much more aware of what people in such a position expect from their attorney. I would hope and expect that my time in such a role would improve my ability to provide legal services to the Collbran Board of Trustees. That is to say, we all appreciate a common-sense explanation of legal requirements.

5. Professional Liability Insurance

I can obtain professional liability insurance from CNA with limits of \$500,000 upon contracting with Collbran.

6. Potential Conflicts of Interest

I am not aware of any current actual or potential conflicts of interest.

7. Existing Workload

I am currently mediating/arbitrating cases with no set schedule. I can take on the obligation of attending Collbran's first and third Tuesday meetings in the evening, as well as additional legal work for Collbran.

8. Other Municipal Clients

I have worked for the City of Thornton and the City and County of Denver in the past five years.

Kristen Rosenbaum, Thornton City Clerk, (303) 538-7309
Luis Corchado, Past Thornton City Attorney, (303) 618-2686
Michelle Kline, Past Thornton City Prosecutor, michellerkline@gmail.com

9. Point Person Will Not Change

I certify that that point person will not change without Board approval.

10. Ability to Perform the Work

I can obtain professional liability insurance from CNA with limits of \$500,000 upon contracting with Collbran.

11. Right of Town to Obtain Services from Other Attorneys

I acknowledge the right of the town, in its sole discretion, to obtain services from other attorneys when desired.

12. List of Rates

John Mallonee, small town municipal rate: \$225/hr.

13. Required Fees

I propose a flat rate of \$2,340 per month for up to 12 hours of legal work, with work in excess of 12 hours being billed hourly at a rate of \$225 per hour. Travel time will be billed at half rate/or only one direction of travel.

14. Fees Will Not Change before January 1, 2026

I certify that the proposed fees will not change before January 1, 2026.

15. In-Person or Remote Attendance

While remote attendance for many meetings has become the norm since covid, much is missed by not attending meetings in person. I have a strong preference for in-person attendance at Trustee meetings, and would not have serious geographic limitations to this aspiration as I live just 85 miles from Collbran Town Hall. I would be available by phone, email, and video-conference if preferred at other times.

JOHN E. MALLONEE

Delaware Cell Phone: 302-898-3438, Email: John@malloneelawfirm.com

SUMMARY

Experienced litigator and municipal lawyer, working with complex socio-political, cultural, and commercial cases. Excellent case and project management skills. Known for teamwork and clear communication. Recently involved in supervising municipal cases, including defense of 42 U.S.C. 1983, CGIA waiver, and liquor/marijuana licensing cases, as well as advising on issues related to open records and open meetings, land use, open meeting procedure, contracts, elections, and legislation. Past representation has included corporations, investors, domestic non-profit organizations, and individuals.

EXPERIENCE

Mallonee Mediation, LLC, Glenwood Springs, CO

Owner, February 2024 - Present

- Mediation services to assist with the resolution of civil litigation and other disputes

Balcomb & Green, P.C., Glenwood Springs, CO

Of Counsel, October 2021 - January 2024

- Litigated cases about local government issues as well as business, property & contract disputes
- Advised and mentored associate attorneys

City and County of Denver, Denver, CO

Assistant Director, Civil Litigation Section, May 2021 - October 2021

- Supervised a team of eight involved in evaluating and defending claims against the city, primarily in civil rights and tort/CGIA issues
- Communicated data about team performance to executive leadership team

City of Thornton, Thornton, CO

Deputy City Attorney, August 2019 - April 2021 (Interim City Attorney - Jan. 19, 2021-Feb. 23, 2021)

Assistant City Attorney, March 2018 - August 2019

- Litigated and managed litigation related to, 1st and 4th Amendment (*i.e.*, defense of 1983 claims), CGIA, fire dept.-related issues, and enforceability of oil and gas regulations
- Legal counsel for city for liquor-licensing and marijuana-licensing issues
- Police legal advisor, including review of policies, CCJRA/subpoenas, and IA issues
- Assisted with creation of special districts and infrastructure reimbursement agreements
- Advised with respect to new state legislation, and revised and drafted resolutions and ordinances related to various municipal topics
- Supervised, managed, and mentored assistant city attorneys

Mallonee Law Firm, Boulder, CO (previously Bethesda, MD)

Owner, August 2007 – March 2018

- Solo practitioner in business/commercial practice in areas of litigation, financial damages, real estate/foreclosures, adversary proceedings, municipal issues, civil rights and trade secrets
- Outside general counsel for a financial firm, handling litigation, arbitration, and mediation
- Responsible for cases from initial client contact through trial and appeal; cross-examined and deposed experts and other witnesses; drafted and argued motions; negotiated settlements; supervised and managed litigation

Ocean Tomo, LLC, Intellectual Property Merchant Bank, Bethesda, MD

Associate, March 2006 – August 2007

- Performed economic analysis & prepared expert reports for intellectual property cases

Simmons & Associates, Chartered, Bethesda, MD

Associate Attorney, February 2004 – February 2006

- Argued appeals and motions, conducted depositions, second-chaired trials, and drafted motions and other papers in commercial law, real estate, trade secret, breach of contract, securities, partnerships, business law, employment law, toxic torts, defamation, and land use cases
- Drafted bylaws, operating agreements, buy/sell agreements, and offers-in-compromise for corporate and tax practice

Gordon & Simmons, LLC, Frederick, MD

Independent Contractor Attorney, October 2001 – August 2002

- Participated on team which litigated issues related to the Patriot Act, including questions of the propriety of freezing the assets of a United States non-profit corporation
- Wrote and researched for defamation, employment, and commercial contract cases

Ittig & Ittig, P.C., Washington, DC

Associate Attorney, February 2000 – August 2001

- Drafted motions and briefs regarding expert testimony, evidence admissibility and business torts
- Second-chaired at trial, prepared exhibits, researched issues, conducted depositions, wrote demand letters and opinion letters, and reviewed and drafted contracts
- Cases ranged from international arbitration to homeowner/contractor disputes

BAR and COURT ADMISSIONS

Colorado, Maryland, District of Columbia (Inactive), California (Inactive)

United States District Courts for Maryland and the District of Columbia

United States Courts of Appeal for the Federal, 4th, 7th, and 10th Circuits

EDUCATION

Oxford University, Balliol College, Saïd Business School, Oxford, England

Master of Business Administration, September 2003

- SBS Scholarship (merit scholarship) Recipient
- Balliol College graduate student environment representative

University of North Carolina School of Law, Chapel Hill, NC

Juris Doctor, May 1999

- UNC Trial Law Academy Semi-Finalist

Franklin & Marshall College, Lancaster, PA

Bachelor of Arts, cum laude, May 1996

- Dean's List, all semesters
- Hackman Scholarship (college summer research grant)

VOLUNTEER WORK

Garfield County Library System, Trustee and Member of Budget Committee

Mediator, Garfield County Small Claims Court

Alpine Legal, Pro Bono Representation

Western Slope Mock Trial Tournament, Scoring Panelist

PUBLICATIONS

"What Patent Lawyers Can Learn from Trademark Law", ABA IPL Newsletter, Vol. 24, Number 3, Spring 2006 (with others)

"Surveys in Patent Infringement Litigation", Patent Strategy & Management, Volume 6, Number 12, May 2006 (with others)

PRESENTATIONS

"IP Auctions - A Patent Seller's Perspective", Greater Washington DC Licensing Executives Society Lunch Meeting, March 2007 (with other)

"Lessons for the Licensing Executive: A Review of the IP Issues that Led Beleaguered Vonage to the Brink of Bankruptcy" to the Licensing Executives Society Greater Washington, DC Chapter, November 2007.

ORGANIZATIONS

Trustee, Garfield County Library System

Colorado Rising Municipal Attorneys Group

Colorado Police Legal Advisor's Group, Past Member

University Club of Denver - Past Member; Assistant 12th Night Program Director

Judicial Appointment and Retention Advisory Commission, Thornton: Past Ex-Officio Member

Oxford University Society of Washington, DC - Past Treasurer

Licensing Executive Society, Washington, DC - Past Membership Coordinator

INTERESTS

Hiking: Twenty-Eight Colorado 14ers summited

Captain of UNC-Chapel Hill ultimate frisbee team during law school

Amateur nature photographer



Town of Collbran Staff Report

June 2024

Town Manager/Clerk

Overview of Activities/Projects/Accomplishments

- PV School water line update – The Town’s on-call engineering firm, KLJ has reviewed the Preliminary Engineering Report prepared for the school and concurs that the option preferred by the school, that of a 275,000-gallon storage tank at the County shop and a waterline from there to the school, is also the best option for the Town. Accordingly, the school’s engineers and consultants are working to design that option so that the Town can apply for an Energy Impact Assistance grant as approved by the Board of Trustees at your June 18 meeting. Mesa County has agreed to provide the property for the proposed water tank at the County shop and will be issuing a letter of support for the grant application. Our team met with the working group on 7/11/24 and we will be meeting regularly going forward and providing updates to the Board.
- Law enforcement contract with Mesa County Sheriff’s office – The final draft of the Intergovernmental Agreement for Law Enforcement Services is on the agenda for July 16 with a proposed effective date of August 1, 2024. After the Town approves it, the agreement will be presented to and approved by the Mesa County Board of County Commissioners. We have had the agreement reviewed and approved by the Town attorney and it has also been submitted to CIRSA. The agenda includes a resolution to modify the 2024 budget for the cost of the law enforcement contract.
- Staff continues to work with the Town Planner and representatives from the possible Terrell Park Subdivision. This process includes reviews by the Town Planner and Engineers, as well as the Town Attorney. There will be several Public Hearings as part of the process.
- In the packet you will find 3 responses to the RFP for Town Attorney for your review. We will discuss the submittals and direct staff on whom to move forward with hiring.
- Members of the staff met with the Mesa County Building Department in an effort to work together and streamline the permit process for our community members. This is part of our ongoing goals to update our services and processes.

Meetings Attended

- PVSD Waterline Committee Meetings
- Bi-Weekly meeting to discuss Broadband CNL Progress

- Colorado River Wildfire Collaborative monthly meeting
- Opioid Settlement Governance Board
- Job Corps Community Relations Meeting

MISC

- We have had a lot of positive feedback from our community and visitors regarding the Town's 4th of July events.
- Board Packet preparation - We try to have as many items and the agenda in your packet by Friday afternoon, so it is available in your Google Drive Friday evening or over the weekend. Periodically items are provided to us over the weekend or on Monday so the final combined packet is always available and posted to the website and in your folder by 3pm on Monday. Again, we recommend checking your folders over the weekend as time permits and review them prior to the meeting.

Goals/Focus for Next Month

- At your July 23 meeting, you will have a work session with the team from Stan Clausen and Associates on the revisions to the Comprehensive Plan and Three-Mile Plan
- We have scheduled the requested discussion with the Board and Region 10 and potential internet service providers for July 30
- Continue to work with KLJ Engineering on the water/wastewater capacity plan

Capital Improvement Plan Update

- Broadband – NeuComm Solutions has started renovation of the Carrier Neutral Location (CNL) building at Gandi Park which is the end point of the Collbran Middle-Mile broadband fiber project. The wireless tower has been ordered and will be installed as part of the Gandi work. The necessary electronics and routers have been purchased and are being configured for the network by Region 10 personnel. The most recent projection for lighting the fiber is the end of August 2024.
- Auditorium – The proposed agreement with Asset Engineering for renovation of the Auditorium is on the agenda with a Guaranteed Maximum Price of \$1,372,867.56. The agreement for architectural bidding and construction oversight services with Chamberlin Associates in the amount of \$40,000 is also on the agenda for your consideration. We have included an update from our April 9 report showing the total costs of the project, life-to-date and projected for 2024. There is also a resolution to modify the 2024 budget by recognizing the grant funds that will be received for the project and increasing the 2024 capital expenditure budget for the updated construction cost.

Finance Director

Overview of Activities/Projects/Accomplishments

- ❖ Ongoing accounting to include accounts payable, payroll, banking, and general ledger reconciliation.
- ❖ We received the requested extension to submit the 12/31/23 audit from the Office of the State Auditor. New due date is 09/30/24

- ❖ Worked with Melonie, Mike and Kirk to submit the 2025 State Revolving Loan fund surveys for drinking and wastewater.
- ❖ Submitted the asbestos abatement reimbursement request to CDPHE.
- ❖ Received one-year extension for broadband grant
- ❖ Prepared and submitted annual Highway Users Tax Fund (HUTF) report

Trainings/Meetings Attended

- ❖ PV School waterline meeting
- ❖

MISC

- ❖ We have included several articles about the auditorium project in your correspondence file, including two articles from the Daily Sentinel and a mention in the Colorado Brownfields Partnership newsletter.

Goals/Focus for Next Month

- ❖ Prepare broadband update report for July 30 work session
- ❖ Complete quarterly grant reporting
- ❖ Complete quarterly payroll reporting
- ❖ Continue to update budget spreadsheets for 2025 budget
- ❖ Work on contracts and subcontract agreements for auditorium renovation
- ❖ Work with PV School waterline team on EIAF grant submission

Public Works Manager

Overview of Activities/Projects/Accomplishments

- EC Electric programmed Pump House VFD's
- Start up of Pump House
- Fixed broken water meter at Black Hills gas plant
- Started digging on Spring #4
- Christian Feller welded gate at Arena
- Locates for School water line from town to School
- Park Maintenance
- Broomed streets
- Fourth of July prep.

Trainings/Meetings Attended

- Water line meeting with school admin.
- Met with welder on broken arena gate
- Met with Melonie, Karla & Kirk about WWTP cleaning
- Met with CRWA about Asset management

MISC

- Videos to Mesa County Sheriff-Stolen Truck

Goals/Focus for Next Month

-

July 6th, 2024

To: Town Of Collbran Colorado
1010 High Street
P. O. Box 387
Collbran, Colorado 81624
Email Address ----- admin@townofcollbran.us

From:
James R. (Jim) and Karin M. Farley
513 Friendship Court
Clifton, Colorado 81520

Dear Town Council

Small Town, Big Celebration.

Our son Toby Farley recently moved to the Collbran area, he and Natalie purchased the two-story house about a mile west of your great town, as I understand it, it used to be an old store.

This year he and Natalie invited us up for your 4th of July Celebration, of your 3-day event we were able to be there on the 4th and what a great time we had. We made the Pancake Breakfast and the Parade and Fish Fry.

Events like the one you people put on are not easy, it takes a lot of work and everyone working together. and your town and the people involved need to be commended and thanked for a job well done.

While my wife and I are lifelong residents of Mesa County, what we knew of Collbran was what we saw as we drove through town on our way to Vega Res, or going fishing up on Grand Mesa, little did we know how friendly your town was, the quality of a town is in its people, and you have some greatest people.

I have enclosed some pictures that I took, and one picture is of the first people to make us feel welcome at the pancake Breakfast, Their names were Lew & Tilda Evans and a picture of Natalie, my wife Karin and Granddaughter Renee and me and several pictures of your parade.

Thanks for allowing us to be part of your 4th of July Celebration.

Sincerely

James R. (Jim) and Karin M. Farley







STOCKMENS BANK

Year of GOLLEBRAN

ONE WAY
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COLLE
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105

Plateau Valley Heritage Days

— ★ ★ —
GRAND MARSHAL



GOLLBRAN

MY PROS TAGS





OLE
DAD'S
MAIN STREET
LIQUOR

MY
HERO'S
DOG TAGS

GROCERY STORE

Team of
COLLBRAN

No Marshal Law

Sheriff's Office to handle Collbran's law enforcement needs

By SAM KLOMHAUS

Sam.Klomhaus@gjsentinel.com

The town of Collbran has found itself without a town marshal since late last year, but just this week made a decision to move toward a permanent agreement with the Mesa County Sheriff's Office for its law enforcement services.

Collbran's Board of Trustees voted unanimously Tuesday to direct Town Manager Melonie Matarozzo to enter into a contract with the Sheriff's Office to cover Collbran.

The Sheriff's Office has already been covering Collbran with its remote area deputies during its town marshal vacancy, Matarozzo said, so the town has not gone without law enforcement during this period. The Sheriff's Office's jurisdiction already covers areas close to Collbran and the nearby town of Mesa.

What to do about the lack of town-employed law enforcement, and the difficulty the town has had hiring qualified candidates, has been the topic of some debate in the past few months for the town of less than 400 residents.

The Sheriff's Office's proposal includes two fulltime deputies assigned to the town of Collbran, which would allow for 7-day coverage, according to MCSO Operations Division Chief Art Smith.

"It is definitely not 24/7 coverage," Smith said at Tuesday's meeting. "It is everything that is needed for a turn-key law enforcement operation."

The Sheriff's Office and other nearby agencies would provide coverage during off hours, Undersheriff Matt King said.

The deputies would be on rotation within the remote area deputies unit, Smith and King told the Board of Trustees Tuesday. Those rotations might be six months or a year, and the deputies on the rotation will be more experienced deputies, not rookies.

Matarozzo noted the deal comes with more than just two deputies covering the town, and allows Collbran to take advantage of the Sheriff's Office's existing infrastructure for things like records management and victim services that would be difficult for a smaller department to handle

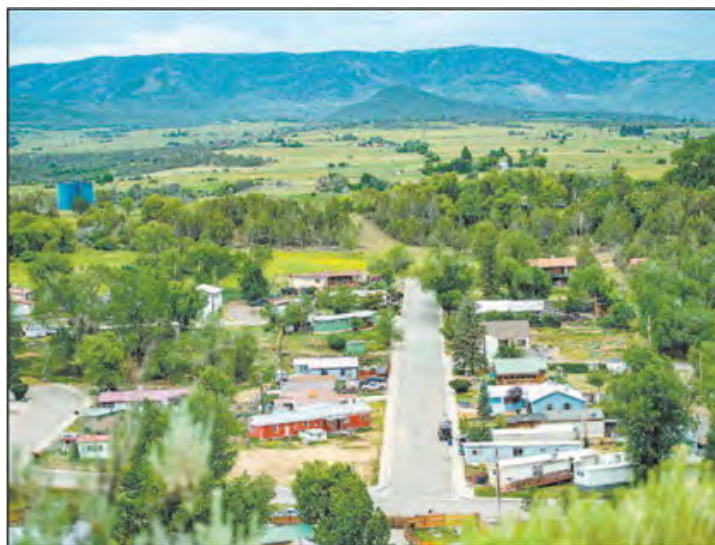
on its own.

The board had appointed a law enforcement committee, which included Matarozzo, new Mayor Kendall Wilcox and Trustee Tilda Evans, as well as former Garfield County Sheriff's Deputy Justin Wareham and former Grand Junction Police Commander David Arcady. The group met May 30, and the findings from that meeting were reported to the town Board of Trustees earlier this month.

Previously, the town board had expressed interest in interviewing two out of state candidates who had law enforcement experience. However, according to the report, both candidates withdrew from consideration upon finding out they would be the sole law enforcement officer in the town until a deputy could be hired.

"I am not ignorant to the difficulty staffing a 1-2 person department, and

See LAW, page [8A](#) ►



The town of Collbran is negotiating with the Mesa County Sheriff's Office to help supplement the area's law enforcement as the city has had trouble hiring a Marshall since late last year, taken on Thursday. The proposed agreement with MCSO will assign two full-time deputies to the town of Collbran, which would allow for 7-day coverage, according to MCSO Operations Division Chief Art Smith. The proposal is not 24/7 policing as it is in Grand Junction.

LARRY ROBINSON/ The Daily Sentinel



The town of Collbran is negotiating with the Mesa County Sheriff's Office to help supplement the area's law enforcement as the city has had trouble hiring a Marshall since late last year, taken on Thursday.

LARRY ROBINSON/ The Daily Sentinel

LAW: Collbran staff has discussed deals with Palisade and De Beque

. Continued from page 1A

it's certainly not going to get easier," Smith said.

"If we continue to try to hire a new Town Marshal, the process will take at least six months to complete the recruitment, background checks, POST certification (if required), interviews, and physical fitness, medical, and psychological exams," the report stated.

The agreement still needs to be finalized and approved by the Mesa County Commissioners, but a draft included in the board's packet Tuesday states the contract is for \$350,000 per year or just over \$29,000 per month.

The committee's report also stated the cost to fund an "adequate" marshal's office could be double what the town currently has budgeted. The town's 2024 budget includes \$136,856 for marshal's office payroll, \$47,350 for other marshal's office expenditures and \$10,000 for marshal's office capital costs.

Smith said it will take a little time for things to get up and running.

"Services would include, but not be limited to general traffic enforcement, business checks, development and maintenance of crime prevention programs, town events, command services, investigation of criminal offenses, narcotics investigations, court appearances, VIN checks, administrative and records management services, and school resource officers," the report stated.

The Sheriff's Office agreement states the office would not provide animal control or code enforcement services.

Collbran town staff had also met with the town of Palisade and the De Beque Town Marshal's Office to discuss possible deals.

"It's certainly worth a try," Trustee Gary Winkleblack said of the Sheriff's Office deal.

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Fwd: Brownfields Opportunities are Heating Up for Summer!

1 message

Colorado Brownfields Partnership <info@cobrownfieldspartnership.org>
To: townmanager@townofcollbran.us, finance@townofcollbran.us

Thu, Jul 11, 2024 at 3:52 PM

Hi Karla,

Our newsletter went out today and I just wanted to forward it to you! See below:



----- Forwarded message -----

From: **Colorado Brownfields** <info@cobrownfieldspartnership.org>
Date: Thu, Jul 11, 2024 at 8:44 AM
Subject: Brownfields Opportunities are Heating Up for Summer!
To: <info@cobrownfieldspartnership.org>





New EPA Grant Opportunity for Brownfield Projects

EPA's NEW [Community Change Grants](#) program is a groundbreaking funding opportunity that aims to catalyze transformative change in your community. Over \$2 billion dollars in [Inflation Reduction Act \(IRA\)](#) funding is available to support community-driven projects that build capacity for communities to tackle environmental and climate justice challenges, strengthen their climate resilience, and advance clean energy. What's more, the funding opportunity also provides new possibilities for funding additional aspects of brownfields projects!

The [solicitation](#) is open now, and will close November 21, 2024. EPA is accepting applications on a rolling basis. Read more about how you can use the Community Change Grant to support your brownfield project in our [blog post](#), or contact us to explore the possibilities!

[Learn More!](#)



Another New Funding Opportunity for Brownfield Projects!

The Colorado Department of Public Health and Environment (CDPHE) Brownfields program has announced an additional funding opportunity for brownfield projects. During the 2024 legislative session, the Colorado Legislature approved H.B. 24-1407 establishing a 2-year pilot program with \$200,000 of annual funding dedicated to abate asbestos and lead based paint in rural Colorado communities. CDPHE is currently working on developing an application process for this program, and the application period is not yet open. Stay tuned, as more information will be provided in the upcoming fall newsletter!

In addition, the Colorado Brownfields Tax Credit has been extended for 5 years. Brownfields projects that participate in the Voluntary Cleanup and Remediation Program (VCUP) are eligible for this tax credit, which aims to further assist with the revitalization of brownfields. If you are interested in learning more about how VCUP and Tax Credits could help you revitalize your brownfield property, check out CDPHE's [VCUP webpage here](#), view a short [informational video here](#), read this [case study](#) on a site which used the VCUP program, or [Contact us!](#)



Brownfields Funding and Partnerships in Action

The Collbran historic auditorium and community center was constructed in 1095 and is listed as Register of Historic Landmark in Mesa County. The auditorium has provided a gathering place for cattlemen and wool growers, served as a dance hall and even a roller-skating rink, and still has the projection booth from when it was a movie theater. Today, the auditorium provides a valuable community gathering place for many organizations and community groups throughout the area.

Over the years, the auditorium has fallen into disrepair with a range of environmental concerns that needed to be addressed, or risk demolition. Recognizing the auditorium as a priority for the community and a centerpiece in the entryway to downtown Collbran, the Town sought technical assistance and funding to remediate and preserve this valuable landmark and community asset.

Asbestos abatement was conducted in the buildings prior to a planned renovation. The CDPHE Brownfields program provided a cleanup cost estimate and work plan, as well as a cleanup grant of \$80,000 to abate Asbestos Containing Materials. For cleanup, the Town pledged \$13,500 in matching funds as well as \$20,000 for contingency. To renovate the building, DOLA provided \$855,040 in CDBG funding, with \$200,000 in matching funds from Mesa County and another \$400,000 from the Town of Collbran. In addition, The Colorado State Historic Fund provided financial support for a structural assessment, and another \$3,500 was provided by the Plateau Valley Historical Preservation Society toward the rehabilitation of the building.

The Town has now completed the abatement work and is currently working on the rest of the building rehab and renovation, with expected completion in fall 2024.



Planning for Brownfields Reuse - How can a highest and best use analysis help you?

The Colorado Brownfields Partnership works with communities to help plan for brownfields revitalization. We use a planning process that builds upon community vision while acknowledging the underlying market realities. By considering the most valuable, legal, and practical use for the land or building, and by looking at the supply and demand for certain types of properties in a specific area, communities can figure out the best possible use for a piece of property.

A market-informed planning process, which includes examining trends, economic factors, and other properties to see how well a new project might do, helps communities create a more viable site reuse plan. When combined with community engagement, this approach not only focuses on practicalities but also advances community values, ensuring that redevelopment efforts are both successful and beneficial for everyone involved. Having a strong redevelopment plan in place can set communities up to successfully apply for a range of funding sources to supplement redevelopment.

If you are interested in learning more about how a market informed planning approach can help you move your brownfield project forward, [contact us](#).



Upcoming Events

CBP will be sharing brownfields information at upcoming partner conferences.

2024 Colorado Planning Conference, American Planning Association

Viable Visioning: Weaving Market Realities and Community Desires

October 2nd, from 4:00 - 5:00 PM

Embassy Suites by Hilton, Loveland, Colorado

We keep a running list of events [here](#).

Contact Us

Our mailing address is:

Colorado Brownfields Partnership

PO Box 3128

Glenwood Springs, CO 81602

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'Another 100 years' Collbran Auditorium to be renovated, become gathering place again

By ANN WRIGHT

Ann.Wright@gjsentinel.com

The Collbran Auditorium stands on the corner of Main and High streets in a sturdy way that hints of having seen a few things.

No one can drive though the town of Collbran without traveling by the auditorium's faded yellow front, a flag waving in red, white and blue just beyond the canopy shielding the stairs to the double doors.

The auditorium is about 115 years old, and while its decades as a gathering spot for the small town and extended Plateau Valley community have been good, they've also brought water damage, cracked windows and some marmots that tried to take up residence in the basement.

The auditorium has been in a state of disrepair for long enough that some have lost faith in it ever getting better, said Karla Distel, the finance director for Collbran, which owns the auditorium.

In the coming weeks, though, the town trustees likely will give the go-ahead for the first phase of renovations on the auditorium to begin, Distel said.

She and others are excited to see the work start and to realize the auditorium's potential to continue as a place for the community to gather, as a place that is uniquely and historically theirs.

Waiting for renovations

The electricity is off so they're rather hard to make out, but the names of all the cast members in the 1959 senior play "Grandad Steps Out" are written in pencil on a 2x4 board backstage at the auditorium.

For years, the cast members in local plays and musicals have penciled and penned their names on the walls behind the auditorium's small stage, said Tilda Evans, a town trustee and a member of the Plateau Valley Historical Preservation Society, during a recent tour of the auditorium.

Those names are some of what the town and society wants to save as renovation work begins.

The grease and food spots on the floor from the many potlucks the auditorium has been party to, those can go.

But the wood floor itself, "it's maple and it's original," said Sylvia Spangler, president of the preservation society. It's something they definitely would like to save.

Until town trustees officially sign off on renovations and the

a Community Development Block Grant through the state, roughly \$300,000 from

See 100, page **9B** ➤



Collbran Auditorium, at 102 Main St. in Collbran, was built in 1905 and has since served as a gathering place for residents of Collbran and the surrounding Plateau Valley community. It is on Mesa County's Register of Historic Landmarks. Until recently, it has been the site of dances, movie screenings, roller skating, potlucks, craft fairs and other social events. Renovations on the auditorium are set to begin soon.

ANN WRIGHT/ The Daily Sentinel



ABOVE LEFT: This photo of the Collbran Auditorium was

work begins, however, the auditorium is in an in-between place. It was closed to events earlier this year and asbestos abatement was done in May, which left the building stripped down. Even its dropped ceiling tiles are gone, exposing the water-stained high curved ceiling.

With the tiles gone, there's now a good view of the film projector room above the front door on the opposite end of the auditorium from the stage.

Two vintage movie projectors still stand in the room — the first was installed in 1914 — and there also is one in the basement that was likely used to rewind reels, Spangler said.

A large vent opening is just above the projectors, presumably to allow the projector heat to escape, Distel said, looking up at the room.

"I've heard of a couple romances that happened in that projector room," Spangler added.

For years, films were shown at the auditorium. It also hosted community and school dances, plays, banquets, weddings, funerals, meetings, roller skating, farm and ranch equipment shows and the annual Stockman's Banquet and Ball, which until the late 1980s or so was quite the affair, Spangler said.

Women from the area would buy fancy dresses in Denver, and a band would come from out of town, she said.

At midnight, the band would stop playing so cake and coffee could be served and everyone could catch their breath.

Inevitably, a fight would break out during the evening so that some called it the "ball and brawl," Spangler said.

Long reservation list

While the days of films and dances still move across the auditorium's wood floor in memory, there is a lot that must be done to get the 5,096-square-foot building back to a place where the community can gather again, Evans said.

Chamberlin Architects did an assessment of the auditorium's needs and has worked on renovation plans in partnership with Asset Engineering Limited, the general contractor for the project, she said.

Collbran currently has a budget of \$1.1 million for the renovation's first phase — \$600,000 from

taken about 1909. According to an assessment of the auditorium by Chamberlin Architects, the building was constructed in 1905, prior to the incorporation of the town of Collbran in 1908. It has been a longtime gathering place for the community for movie screenings, graduations, plays, banquets, dances, Chautauqua events, roller skating and more. ABOVE RIGHT: This is a rendering of what the exterior of the Collbran Auditorium is expected to look like after renovations.

PHOTOS SPECIAL TO THE SENTINEL





100: Collbran Auditorium to become gathering place again after renovation

. Continued from page 1B

the town of Collbran and \$200,000 approved for the project by Mesa County commissioners.

The initial focus will be on making the building watertight, Distel said.

A new roof and metal siding are a must before winter, and along with protecting the building, they will take the exterior look back to how it looked closer to the time it was built, she said.

From there, attention can turn to the interior of the auditorium. A new heating system is needed and the electricity must be upgraded. The wood floor, vertical wood paneling on the walls and the wood benches along the sides of the room must be refurbished. The windows must be repaired and a new drop ceiling installed.

The renovation work list continues from there, and there may be things that are added when work starts and problems are discovered, Distel said.

Despite all the repairs required to get the auditorium up current building codes, “people ask all the time about using it,” Evans said.

She, Spangler and Distel look forward to seeing events return to the auditorium, from pancake breakfasts to dances to the annual Cowboy Christmas craft fair.

Perhaps they could host a small film festival with a nod to the auditorium’s movie days, Distel said.

They’d also like to create a kiosk or display with historical information about the auditorium and the town.

But most of all they would like the auditorium to continue its way of watching the town from its corner on Main Street and in its role as a social gathering place.

“It’s got another 100 years in it,” Distel said.

This is a rendering of what the interior of the Collbran Auditorium is expected to look like after renovations.

SPECIAL TO THE SENTINEL





Collbran Auditorium looks rather spare as it awaits renovations. Asbestos abatement was completed in May and renovations await Collbran's town trustees approval before beginning. The more than 5,000-square-foot building has been the site of many community gatherings through the years and the town is hopeful that with renovations it will see more of those events in the future.

ANN WRIGHT/ The Daily Sentinel



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Collbran Auditorium part of family memories for five generations

By ANN WRIGHT

Ann.Wright@gjsentinel.com

Collbran Auditorium figures large in the memories of five generations of women in LaDonna Ames' family.

"It's important to me," Ames said. "It's been a community center for so long."

For her family, the memories start in the early 1920s on the day her great-grandparents met at a rodeo and then went to a dance at the auditorium that night. It was at that dance that they decided they were a couple, Ames said.

Her grandma, who will be 95 in August, had her high school graduation at the auditorium in 1948. There were 14 people in her class, Ames explained.

But prior to that graduation, her grandma spent plenty of time at the auditorium. During those days, there was roller skating at the auditorium on Fridays and movies on Saturdays and Sundays.

In the 1940s during World War II, clips and news about the war were shown prior to each movie. "So everybody in the community went," Ames said.

"Both of her brothers served in World War II," Ames said. "One of her brothers was in Iwo Jima and the other in Hawaii."

Her grandma and others went to the movies with the hope of seeing a glimpse of a brother, son, father or husband and getting some news about where they might be.

Ames' mom also watched movies at the auditorium on weekends. "She had her proms, both her junior- and senior-year proms, there," Ames said.

Both her grandma and mom attended the annual Stockman's Banquet and Ball at the auditorium.

"My biggest memory (related to the auditorium) is going to the Stockman's Ball and it being a big deal," Ames said. "That is the first fancy dinner I remember."

Her memories are likely from the late '70s, and "the entire community was there. Everybody. And it wasn't just the cattle ranchers. It was the folks who had sheep. Everybody was there," she said.

The Ball was always held in the winter months and "it was something that everyone looked forward to," she said. "Kids would fall asleep on the benches covered up with coats while their parents danced."

Then, four years ago, the auditorium was part of another family memory as the reception site for Ames' daughter's wedding.

They decorated based on a family photo from a Stockman's Ball, put the DJ on the auditorium's stage, had a buffet dinner and lots of dancing. "It was fun," Ames said.

"I think that when it's all said and done, it will once again be a community center for everyone. I know the high school had a couple dances there until they started the rehab process. I find that awesome. It can be usable again," Ames said.

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**AGREEMENT FOR CONSTRUCTION SERVICES BETWEEN
TOWN OF COLLBRAN AND
ASSET ENGINEERING, LTD.
dba ASSET CONSTRUCTION MANAGEMENT
FOR RENOVATION OF THE COLLBRAN AUDITORIUM
CONTRACT DOCUMENTS**

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- 1. Agreement for Construction Services**
- 2. Noncollusion Affidavit of Prime Contractor**
- 3. Contractor Ownership Information**
- 4. Certificate of Bidder Regarding Equal Employment Opportunity**
- 5. Goals for Using Lower Income Residents**
- 6. Affirmative Action Plan for Use of Project Area Businesses**
- 7. Solicitation of Minority and Women Owned Businesses**
- 8. Guaranteed Maximum Price**
- 9. Project Schedule**
- 10. Construction Documents dated April 26, 2024**
- 11. Project Manual dated April 26, 2024**
- 12. Project Addendum #1 issued 05/22/24**
- 13. Project Addendum #2 issued 07/12/24**
- 14. Asset Engineering RFQ Submission dated 01/23/24**
- 15. Town of Collbran Request for Qualifications issued 12/18/2023**
- 16. CDBGPF-23-545 Grant Agreement dated 05/20/24**
- 17. CDBGPF-23-545 Supplemental Award dated July 3, 2024**
- 18. Payment and performance bonds**

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
TOWN OF COLLBRAN AND
ASSET ENGINEERING, LTD/
DBA ASSET CONSTRUCTION MANAGEMENT
FOR RENOVATION OF THE COLLBRAN
AUDITORIUM**

THIS AGREEMENT, made this 16th day of July 2024.

by and between the Town of Collbran, herein called "Owner" acting herein through its Mayor
and a corporation/ a partnership/an individual (Strike Out Inapplicable Terms) doing business as

Asset Engineering, Ltd/dba Asset Construction Management, of Grand Junction,

County of Mesa and State of Colorado,

hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Renovation of the Collbran Auditorium, located at 102 Main Street, Collbran, Colorado

hereinafter called the project, for the sum of Dollars (\$ 1,372,867.56) and all extra work in connection therewith, under the terms as stated in the General and Supplemental Conditions of the Contract, the Terms and Conditions of the Contract, and the Labor Standards Provisions of the Contract; and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and Supplemental General Conditions of the Contract, the plans which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Chamberlin Architects herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 226 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

(SEAL)

ATTEST:

Kendall W. Wilcox

Secretary

By _____
Kendall W. Wilcox, Mayor

Witness Title

(SEAL)

Contractor

ATTEST:

By _____
Jane Pizem, President

Secretary

Asset Engineering, LTD

Witness Title

1007 S 7th Street
Grand Junction, CO 81501

Address

NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of Colorado)
) ss.
County of Mesa)

Jane Pizem being first duly sworn, deposes and says that:

1. 5 He is the President of Asset Engineering Limited (DBA Asset Construction Management), the bidder that has submitted the attached bid;

5 He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or the bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of _____ or any person interested in the proposed Contract; and

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including the affiant.

Signed: [Signature]
Title: President

Subscribed and sworn to me this 11th day of July, 2024

By: [Signature]
Notary Public



My commission expires: 06-11-2026

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: Collbran Auditorium

1. Legal Business Name: Asset Engineering Limited (DBA Asset Construction Management)
2. Legal Business Address, including Zip Code
Physical: 1007 S 7th St., Grand Junction, CO 81501
Mailing: PO Box 4382, Grand Junction, CO 81502
3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)
84-1295454
4. Business DUNS Number (required with bid): 929898799

5. Attach proof of SAM Registration (required with bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers


<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>Asset Engineering Limited Employee</u>	<u>Stock Option Plan (100% owner)</u>	<u></u>
<u>Jane Pizem</u>	<u>President</u>	<u>1007 S 7th St., Grand Junction, CO 81501</u>
<u>Derek Hamilton</u>	<u>Vice President</u>	<u>1007 S 7th St., Grand Junction, CO 81501</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

White Black Hispanic Asian Native American

7. Is the Contractor a Woman-Owned Business Enterprise? Yes No

The undersigned certify that the above information is true to the best of their knowledge.


Jane Pizem, President 7/11/2024
Name of Owner or Authorized Representative Date

CERTIFICATE OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

Asset Engineering Limited (DBA Asset Construction Management)

1007 S 7th St, Grand Junction, CO 81501

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.
 Yes No Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No Not applicable

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Submitted By: Jane Pizem

Title: President

Signature: 

Date: 7/11/2024

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: Collbran Auditorium

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED				0	
SEMI-SKILLED				0	
UNSKILLED				0	
TRAINEE				0	

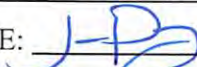
Methods to be used to achieve these goals: _____

N/A - Asset Engineering Limited will not need to hire for this project.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: Jane Pizem

TITLE: President

SIGNATURE: 

COMPANY NAME: Asset Engineering Limited

DATE: 7/11/2024

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: Collbran Auditorium

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED	0			0	
SEMI-SKILLED	0			0	
UNSKILLED	0			0	
TRAINEE	0			0	

Methods to be used to achieve these goals: _____

N/A - Asset Engineering Limited is a management firm and does not have any skilled/unskilled laborers or trades people on staff.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: Jane Pizam

TITLE: President

SIGNATURE: J-P

COMPANY NAME: Asset Engineering Limited

DATE: 7/11/2024

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES

PROJECT: Collbran Auditorium

COMPANY: Asset Engineering Limited (DBA Asset Construction Management)

NUMBER OF ALL SUBCONTRACTORS PROPOSED: 9

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ 882,232.92

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the town own limits).

Goal of these contracts for project area businesses:

<u>Proposed type of subcontract</u>	<u>Approximate cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Outline the affirmative action plan to achieve these goals:

N/A - Project was bid out through a competitive bidding process and the lowest, qualified subcontractors were selected for the work. No bids were received by businesses located in the Town of Collbran.

TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT

SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date

SUBMITTED BY: Jane Pizem
TITLE: President
SIGNATURE: [Signature]
COMPANY NAME: Asset Engineering Limited
DATE: 7/11/2024

Collbran Auditorium 100% CD**ASSET CONSTRUCTION MANAGEMENT**Date **7/12/2024**Sq Ft of Construction **5,136.00****100% CD Estimate**Cost per Sq Ft **\$267.30 / Sq Ft**

DIV	DESCRIPTION	AMOUNT	Sq Ft Cost	Percent of Total Cost
	General Conditions (RFP)	\$0.00	\$0.00 / Sq Ft	0.00%
1	General Requirements	\$183,998.00	\$35.83 / Sq Ft	13.94%
2	Sitework	\$93,795.00	\$18.26 / Sq Ft	7.11%
3	Concrete	\$0.00	\$0.00 / Sq Ft	0.00%
4	Masonry	\$1,850.00	\$0.36 / Sq Ft	0.14%
5	Metals	\$190,426.00	\$37.08 / Sq Ft	14.43%
6	Wood and Plastic	\$17,990.00	\$3.50 / Sq Ft	1.36%
7	Thermal and Moisture Protection	\$279,020.00	\$54.33 / Sq Ft	21.14%
8	Doors and Windows	\$37,569.96	\$7.32 / Sq Ft	2.85%
9	Finishes	\$274,495.00	\$53.45 / Sq Ft	20.79%
10	Specialties	\$5,256.92	\$1.02 / Sq Ft	0.40%
11	Equipment	\$0.00	\$0.00 / Sq Ft	0.00%
12	Furnishings	\$0.00	\$0.00 / Sq Ft	0.00%
13	Special Construction	\$0.00	\$0.00 / Sq Ft	0.00%
14	Conveying Systems	\$0.00	\$0.00 / Sq Ft	0.00%
21	Fire Suppression	\$0.00	\$0.00 / Sq Ft	0.00%
22	Plumbing	\$0.00	\$0.00 / Sq Ft	0.00%
23	Mechanical	\$73,930.00	\$14.39 / Sq Ft	5.60%
26	Electrical	\$54,874.00	\$10.68 / Sq Ft	4.16%

SUBTOTAL \$1,213,204.88

LABOR BURDON \$32,139.43

PRECONSTRUCTION SERVICES FEE \$0.00

CONSTRUCTION SERVICES FEE \$74,720.66

SUBTOTAL \$1,320,064.96**BIDDING CONTINGENCY****CONSTRUCTION CONTINGENCY \$52,802.60****SUBTOTAL \$1,372,867.56**

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV I	GENERAL CONDITIONS									
	Hazmat Insurance				\$0.00		\$0.00		\$0.00	\$0.00
	Builder's risk insurance	6	mo		\$0.00	\$550.00	\$3,300.00		\$0.00	\$3,300.00
	Payment and Performance Bonds	1	ls		\$0.00	\$18,000.00	\$18,000.00		\$0.00	\$18,000.00
	Building Department fee	1	ls		\$0.00	\$1,800.00	\$1,800.00		\$0.00	\$1,800.00
	Fire department fee	1	ls		\$0.00	\$550.00	\$550.00		\$0.00	\$550.00
	Street cut & patch fees				\$0.00		\$0.00		\$0.00	\$0.00
	Storm drainage protection				\$0.00		\$0.00		\$0.00	\$0.00
	Architect, engineer, & legal fees				\$0.00		\$0.00		\$0.00	\$0.00
	Project Manager & office administration	18	wk		\$0.00		\$0.00	\$2,400.00	\$43,200.00	\$43,200.00
	Project engineer	12	wk		\$0.00		\$0.00	\$1,250.00	\$15,000.00	\$15,000.00
	Project superintendent	24	wk		\$0.00		\$0.00	\$2,800.00	\$67,200.00	\$67,200.00
	Field engineer				\$0.00		\$0.00		\$0.00	\$0.00
	General labor		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Subsistence & housing	0	mo	\$1,000.00	\$0.00	\$5,000.00	\$0.00		\$0.00	\$0.00
	Vehicle expenses	6	mo	\$150.00	\$900.00	\$75.00	\$450.00		\$0.00	\$1,350.00
	Field engineering and layout				\$0.00		\$0.00		\$0.00	\$0.00
	As-built drawings				\$0.00		\$0.00		\$0.00	\$0.00
	Project photographs	1	ls		\$0.00	\$750.00	\$750.00		\$0.00	\$750.00
	Quality control - Soils, Concrete & grout				\$0.00		\$0.00		\$0.00	\$0.00
	Quality control - roof				\$0.00		\$0.00		\$0.00	\$0.00
	Special Inspections		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Welding inspection		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Temporary electric and lighting	1	ls		\$0.00	\$6,500.00	\$6,500.00		\$0.00	\$6,500.00
	Temporary heating		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Project Communication Support		mo		\$0.00	\$75.00	\$0.00		\$0.00	\$0.00
	Temporary water		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Field office	6	mo		\$0.00	\$650.00	\$3,900.00		\$0.00	\$3,900.00
	Storage Containers		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Drinking water, cups and ice	0	ls		\$0.00	\$250.00	\$0.00		\$0.00	\$0.00
	Fire extinguishers		ls		\$0.00	\$400.00	\$0.00		\$0.00	\$0.00
	First aid supplies		ls		\$0.00	\$250.00	\$0.00		\$0.00	\$0.00
	Office equipment and supplies	1	ls		\$0.00	\$1,250.00	\$1,250.00		\$0.00	\$1,250.00
	Safety equipment	1	ls		\$0.00	\$750.00	\$750.00		\$0.00	\$750.00
	Sanitary facilities	6	mo		\$0.00	\$210.00	\$1,260.00		\$0.00	\$1,260.00
	Temporary truck dock				\$0.00		\$0.00		\$0.00	\$0.00
	Cranes and hoists				\$0.00		\$0.00		\$0.00	\$0.00
	Platforms and scaffolding				\$0.00		\$0.00		\$0.00	\$0.00
	Small tools	1	ls		\$0.00	\$1,500.00	\$1,500.00		\$0.00	\$1,500.00
	Equipment rental and repairs		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Vehicular access & parking				\$0.00		\$0.00		\$0.00	\$0.00
	Staging area improvements				\$0.00		\$0.00		\$0.00	\$0.00
	Temporary barricades	1	ls		\$0.00	\$1,800.00	\$1,800.00		\$0.00	\$1,800.00
	Temporary fences	6	mo		\$0.00	\$550.00	\$3,300.00		\$0.00	\$3,300.00
	Erosion control				\$0.00		\$0.00		\$0.00	\$0.00
	Snow removal	0	ls		\$0.00	\$550.00	\$0.00		\$0.00	\$0.00
	Winter conditions		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Project signs	1	ls		\$0.00	\$850.00	\$850.00		\$0.00	\$850.00
	Product storage and handling				\$0.00		\$0.00		\$0.00	\$0.00
	Plans, specs & reproductions	1	ls		\$0.00	\$1,250.00	\$1,250.00		\$0.00	\$1,250.00
	Postage and shipping	0	ls		\$0.00	\$500.00	\$0.00		\$0.00	\$0.00
	Daily cleanup		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Final cleanup	5136	sqft		\$0.00	\$1.75	\$8,988.00		\$0.00	\$8,988.00
	Trash dumpster and fees		Direct Cost		\$0.00		\$0.00		\$0.00	\$0.00
	Project closeout & punchlist	1	ls		\$0.00	\$1,500.00	\$1,500.00		\$0.00	\$1,500.00
	TOTAL THIS SHEET				\$900.00		\$57,698.00		\$125,400.00	\$183,998.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV IV	MASONRY									
					\$0.00		\$0.00		\$0.00	\$0.00
	Chimney Anchoring & Support	1	ls		\$0.00	\$1,850.00	\$1,850.00		\$0.00	\$1,850.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$1,850.00		\$0.00	\$1,850.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV VII	THERMAL & MOISTURE PROTECTION									
					\$0.00		\$0.00		\$0.00	\$0.00
	Roofing				\$0.00		\$0.00		\$0.00	\$0.00
	CRW				\$0.00		\$0.00		\$0.00	\$0.00
	22 Gauge SS Metal Roof	1	ls		\$0.00	\$158,000.00	\$158,000.00		\$0.00	\$158,000.00
	Snow Rails	1	ls		\$0.00	\$36,000.00	\$36,000.00		\$0.00	\$36,000.00
	Gutters and Downspouts	1	ls		\$0.00	\$6,500.00	\$6,500.00		\$0.00	\$6,500.00
					\$0.00		\$0.00		\$0.00	\$0.00
	Siding				\$0.00		\$0.00		\$0.00	\$0.00
	CRW - Metal Siding Alt.	1	ls		\$0.00	\$44,000.00	\$44,000.00		\$0.00	\$44,000.00
	Reinstall/ Replace Siding	1	ls		\$0.00	\$1,250.00	\$1,250.00		\$0.00	\$1,250.00
					\$0.00		\$0.00		\$0.00	\$0.00
	Insulation				\$0.00		\$0.00		\$0.00	\$0.00
	Accurate Insulation	1	ls		\$0.00	\$23,745.00	\$23,745.00		\$0.00	\$23,745.00
	Crawl Space Foam	1	ls		\$0.00	\$7,300.00	\$7,300.00		\$0.00	\$7,300.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	Operations Support				\$0.00		\$0.00		\$0.00	\$0.00
	Daily Cleanup	15	mhr		\$0.00		\$0.00	\$35.00	\$525.00	\$525.00
	Dumpsters / Haul Off	2	pulls		\$0.00	\$850.00	\$1,700.00		\$0.00	\$1,700.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$278,495.00		\$525.00	\$279,020.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV 22	PLUMBING				\$0.00		\$0.00		\$0.00	\$0.00
	Gas Pipe Demo				\$0.00		\$0.00		\$0.00	\$0.00
	Included in Div 23.				\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$0.00		\$0.00	\$0.00

ASSET CONSTRUCTION MANAGEMENT

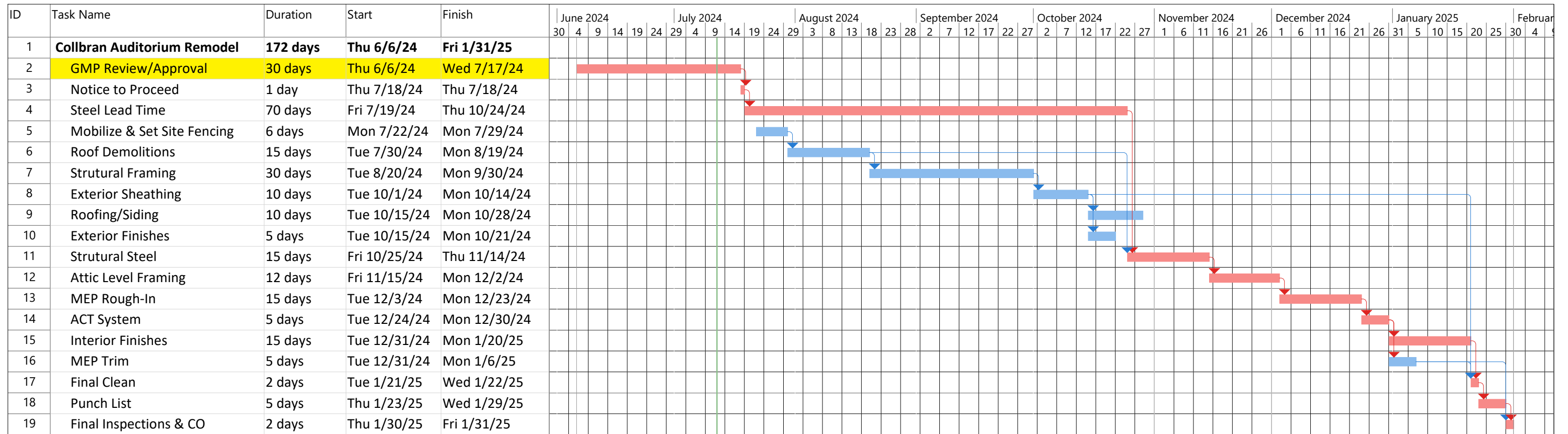
PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV XV	MECHANICAL									
					\$0.00		\$0.00		\$0.00	\$0.00
	HVAC				\$0.00		\$0.00		\$0.00	\$0.00
	Comfort Air	0	ls		\$0.00	\$70,400.00	\$0.00		\$0.00	\$0.00
	GMMI	1			\$0.00	\$73,930.00	\$73,930.00		\$0.00	\$73,930.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	TOTAL THIS SHEET				\$0.00		\$73,930.00		\$0.00	\$73,930.00

ASSET CONSTRUCTION MANAGEMENT

PRICING SHEET

SEC/PROD	DESCRIPTION	QTY	UNIT	MAT'L UNIT	MAT'L TOTAL	SUB/EQUIP UNIT	SUB/EQUIP TOTAL	LABOR UNIT	LABOR TOTAL	TOTAL COST
DIV XVI	ELECTRICAL				\$0.00		\$0.00		\$0.00	\$0.00
	Electrical				\$0.00		\$0.00		\$0.00	\$0.00
	Barnes	1	ls		\$0.00	\$54,874.00	\$54,874.00		\$0.00	\$54,874.00
	McAtlin		ls		\$0.00	\$74,000.00	\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	Alternate Light Fixtures				\$0.00	(\$4,550.00)	\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
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					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
TOTAL THIS SHEET					\$0.00		\$54,874.00		\$0.00	\$54,874.00



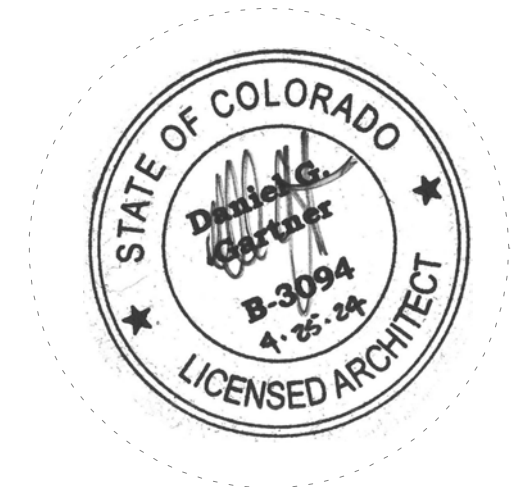
Project: Collbran_Auditorium_S Date: Fri 7/12/24	Task	Split	Milestone	Project Summary	Critical	Critical Split
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COLLBRAN AUDITORIUM REPAIR

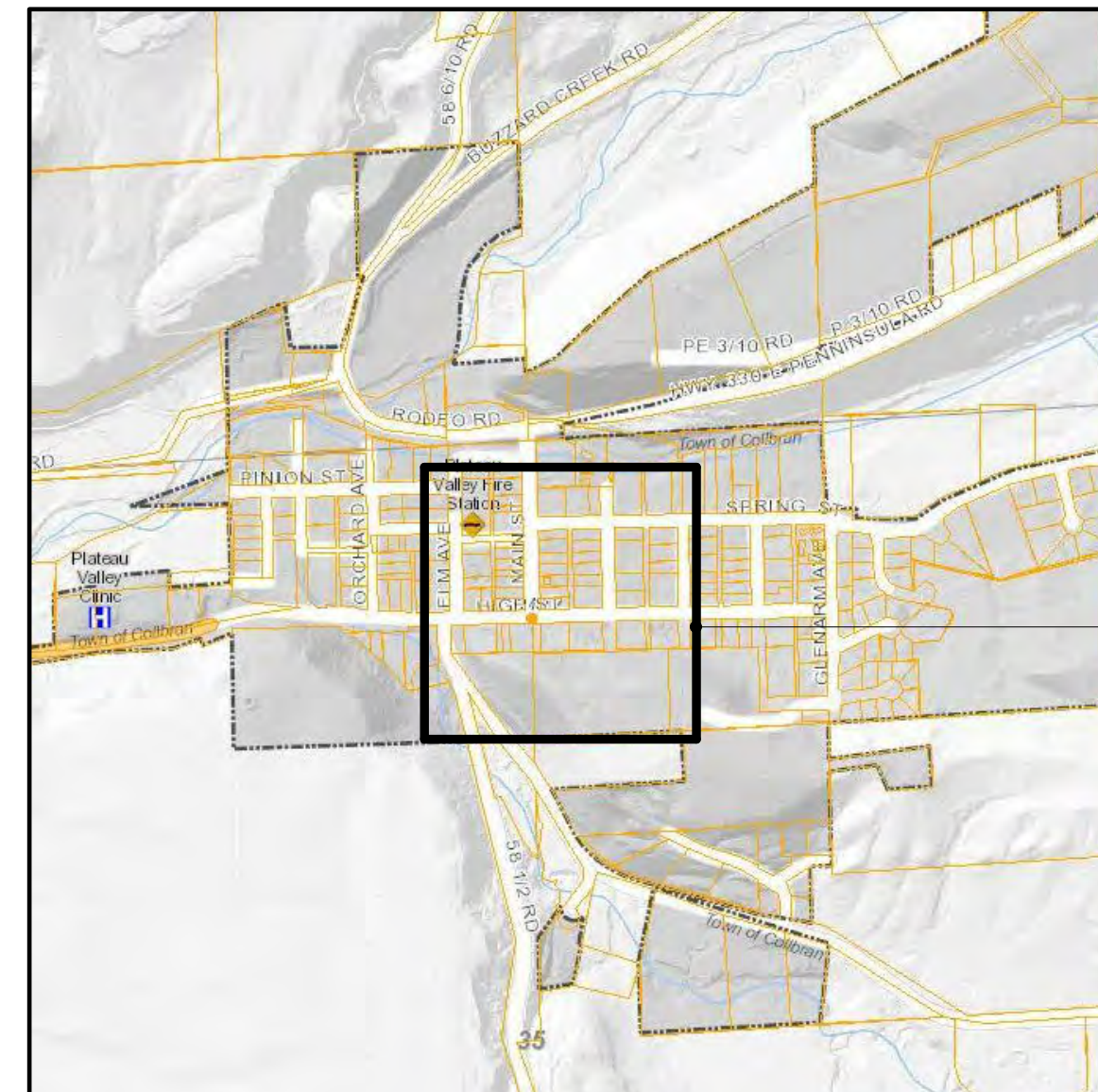
COLLBRAN, COLORADO



437 Main Street
Grand Junction, CO 81501
970.242.6804
chamberlinarchitects.com



LOCALITY MAP



VICINITY MAP

VICINITY MAP



COLLBRAN AUDITORIUM
102 MAIN STREET
COLLBRAN, COLORADO

OWNER

TOWN OF COLLBRAN
1010 High Street
Collbran, CO 81624

DESIGN TEAM

ARCHITECT:
CHAMBERLIN ARCHITECTS
437 Main St.
Grand Junction, CO 81501
(970) 242-6804

STRUCTURAL:
LINDAUER DUNN, INC
802 Rood Ave
Grand Junction, CO 81501
(970) 241-0900

MECHANICAL/PLUMBING:
RALSTON MECHANICAL CONSULTING
356 Echo Canyon Court
Grand Junction, CO 81507
(970) 434-9819

ELECTRICAL:
RON SLADE PE, LLC
745 Rood Ave
Grand Junction, CO 81501
(970) 201-4302

CM/GC

ASSET CONSTRUCTION MANAGEMENT
1007 S 7th St
Grand Junction, CO 81501
(970) 245-0228

DRAWING LIST

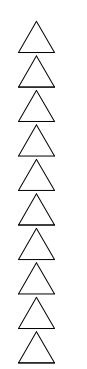
GENERAL	
G001	COVER SHEET
ARCHITECTURAL	
A001	NOTES, SYMBOLS, ABBREVIATIONS AND WALL TYPES
A002	CODE CHECKLIST
A011	ARCHITECTURAL SITE PLAN
A021	DEMO FLOOR PLANS
A023	EXTERIOR DEMO ELEVATIONS
A024	REFLECTED CEILING DEMO PLAN
A025	ROOF DEMO PLAN
A101	NEW CONSTRUCTION FLOOR & FINISH PLANS
A121	REFLECTED CEILING PLAN
A141	ROOF PLAN
A201	EXTERIOR ELEVATIONS
A401	INTERIOR ELEVATIONS
A402	INTERIOR ELEVATIONS
A501	BUILDING & WALL SECTIONS
A601	ARCHITECTURAL DETAILS
A641	ROOF DETAILS
A701	DOOR TYPES, SCHEDULE & DETAILS
STRUCTURAL	
S001	GENERAL NOTES
S101	ATTIC FRAMING
S102	ROOF FRAMING PLAN
S200	TYPICAL FRAMING DETAILS & SECTIONS
S201	FRAMING DETAILS & SECTIONS
MECHANICAL	
MP001	MECHANICAL AND PLUMBING LEGEND AND SCHEDULES
MP021	MECHANICAL AND PLUMBING DEMOLITION PLAN
MP101	MECHANICAL AND PLUMBING PLAN
ELECTRICAL	
E001	TITLE SHEET, DETAILS & SCHEDULES
E101	DEMOLITION PLAN
E103	IMPROVEMENTS PLAN
E104	ALTERNATES PLAN
E701	SPECIFICATIONS
E702	SPECIFICATIONS

COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

COVER SHEET

NO: ISSUED FOR: DATE:



PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE:
4/26/2024 SHEET NO:

PROJECT NO:
2130 **G001**

ARCHITECTURAL ABBREVIATIONS

Table of architectural abbreviations including ABC (aggregate base course), ABV (above), ACC (accessories), AFF (above finished floor), ALT (alternate), AL (aluminum), APC (acoustical panel ceiling), ARCH (architect (ural)), ASPH (asphalt), A/C (air conditioning), BCS (baby changing station), BD (board), BLDG (building), BLKG (blocking), BO (bottom of), BRG (bearing), CBU (cementitious backer unit), CG (corner guard), CJ (control joint), CLG (ceiling), CLR (clear (ance)), CMU (concrete masonry unit), COL (column), CONC (concrete), CONT (continuous or continue), CORR (corridor), CPT (carpet (ed)), CSMT (casement), CT (ceramic tile), CTR (center), CWOG (center wall on grid), DBL (double), DEMO (demolish / demolition), DF (drinking fountain), DIM (dimension (s)), DIR (direction), DISP (dispenser), DN (down), DR (door), DS (downspout), DTL (detail), DWG (drawing), DWR (drawing), E (east), EA (each), EC (evaporative cooler), EG (etched glass/glazing).

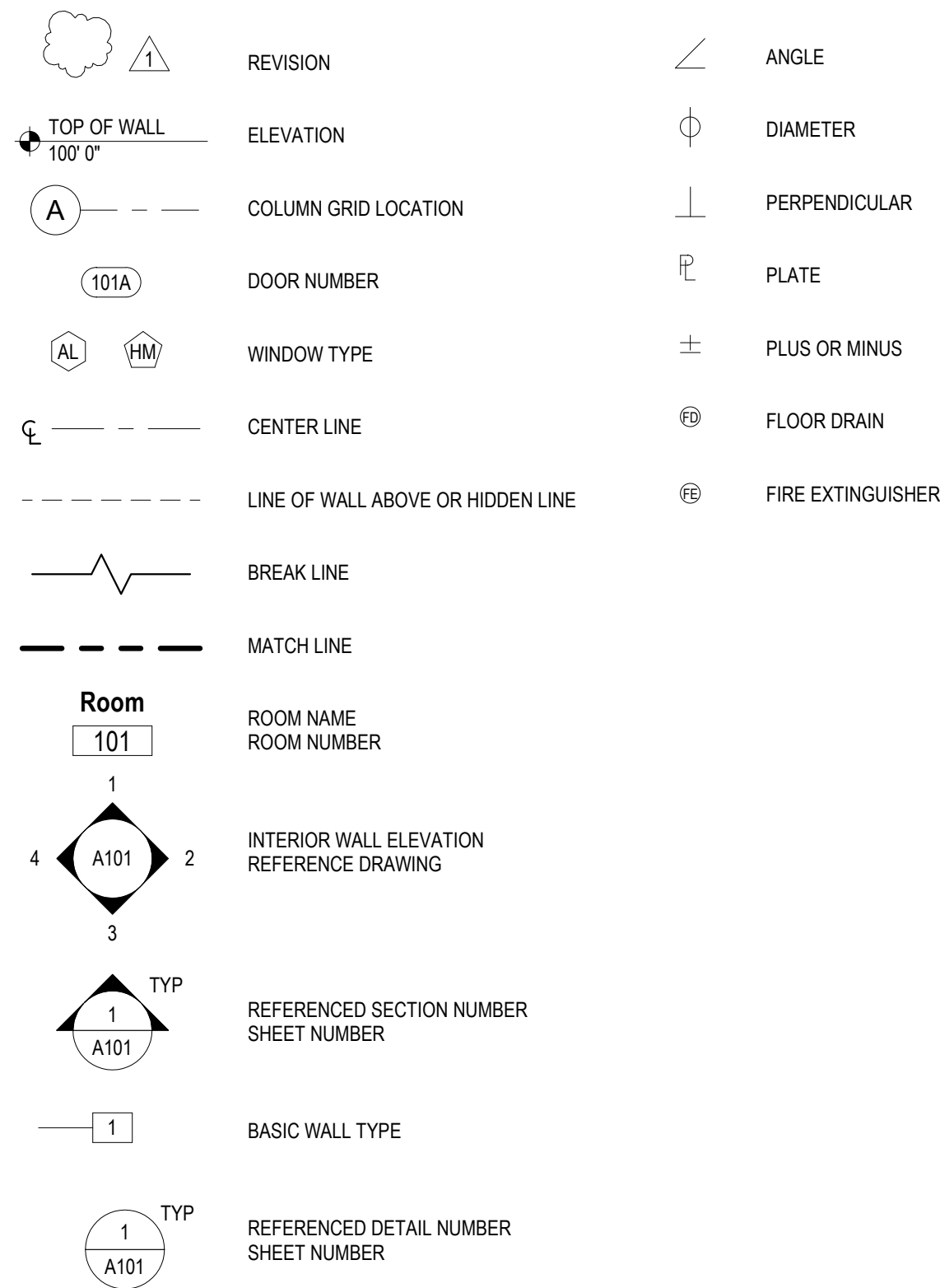
Table of architectural abbreviations including EIFS (exterior insul finish sys), EJ (expansion joint), EL (elevation), ELEC (electric (al)), EM (emergency), EWC (electric water cooler), EWG (end wall corner guard), EQ (equal), EXG (existing), EXH (exhaust), EXP (exposed), EXT (exterior), FBO (furnished by owner), FD (floor drain), FDN (foundation), FE (fire extinguisher), FEC (fire extinguisher cabinet), FEP (finished end panel), FFE (finished floor elevation), FIN (finish), FLG (flashing), FLR (floor (ing)), FLUR (fluorescent), FO (face of), FRMG (framing), FRP (fiber reinforced plastic), FT (foot (feet)), FTG (footing), GA (gage, gauge), GAL (gallon), GALV (galvanized), GB (grab bar), GC (general contractor), GL (glass, glazing), GWB (gypsum wallboard), GYP (gypsum), HAS (headed anchor stud), HB (hose bibb), HCP (handicap (ed)), HDR (header), HDW (hardware), HM (hollow metal), HOR (horizontal), HSS (hollow structural sections), HT (height), HVAC (heating /ventilation / air conditioning), HWD (hardwood).

Table of architectural abbreviations including IE (interior elevation), INCL (include (d) (ing)), INSUL (insulate (d) (ing)), INT (interior), INV (invert), JST (joist), JT (joint), L (length, angle), LAM (laminated (d)), LAV (lavatory), LB (pound), LF (lineal foot), LG (laminated glass, glazing), LIN (linoleum), LT (light), MA (match), MAS (masonry), MATL (material), MAX (maximum), MB (marker board), MECH (mechanic (al)), MFR (manufacture (r) (d)), MH (manhole), MIN (minimum), MISC (miscellaneous), MLD (molding, moulding), MO (masonry opening), MT (mount (ed) (ing)), MTL (metal), N (north), N/A (not applicable), NIC (not in contract), NOM (nominal), NTS (not to scale), NECY (necessary), OC (on center (s)), OD (outside diameter), OFCI (owner furnished, contractor installed), OFD (overflow drain), OFOI (owner furnished, owner installed), OH (overhead), OL (occupant load), OLF (occupant load factor).

Table of architectural abbreviations including OPG (opening), OPH (opposite hand), OPP (opposite), OSB (oriented strand board), OTS (open to structure), PB (particle board), PERF (perforate (d)), PERIM (perimeter), PLAM (plastic laminate), PLT (plate), PNL (panel), PNT (paint (ed)), PR (pair), PROJ (projector, projection), PSF (pounds per square foot), PSI (pounds per square inch), PT (pressure treated), PTD (paper towel dispenser), PTN (partition), PVC (polyvinyl chloride), PVMT (pavement), PWD (plywood), QT (quarry tile), R (riser, radius), RB (rubber base), REC (recycling), RCMD (recommend (ed) (ations)), RE (reference), REF (refrigerator), REIN (reinforce (d) (ing)), REQ (required), REV (revision (s), revised), RD (roof drain), RFG (roofing), RH (robe hook), RM (room), RO (rough opening), ROW (right of way), RR (restroom), RTU (roof top unit), RUB (rubber), S (south), SAG (susp acoustic grid), SC (shower curtain rod & hooks), SCHD (schedule), SD (soap dispenser).

Table of architectural abbreviations including SHT (sheet), SHTG (sheathing), SIM (similar), SND (sanitary napkin disposal), SNV (sanitary napkin vendor), SPEC (specification), SPKR (speaker), SQ (square), SS (solid surface), SST (stainless steel), STD (standard), STL (steel), STOR (storage), STR (structural), SUSP (suspended), T (tread), TB (towel bar), TEL (telephone), T.O. (top of), TOC (top of concrete), TOS (top of steel), TOW (top of wall), TPD (toilet paper dispenser), TS (tube steel), TYP (typical), T&G (tongue and groove), UNO (unless noted otherwise), VB (vapor barrier), VCT (vinyl composition tile), VERT (vertical), VIF (verify in field), VM (vending machine), VNL (vinyl sheet), VTR (vent through roof), W (west, wide, width), W/ (with), WB (wood base), WC (watercloset), WD (wood), WDW (window), WF (wide flange), WG (wire glass), W/O (without), WP (waterproof (ing)), WR (waste receptacle), WRB (weather resistive barrier), WWM (welded wire mesh).

SYMBOLS



GENERAL NOTES

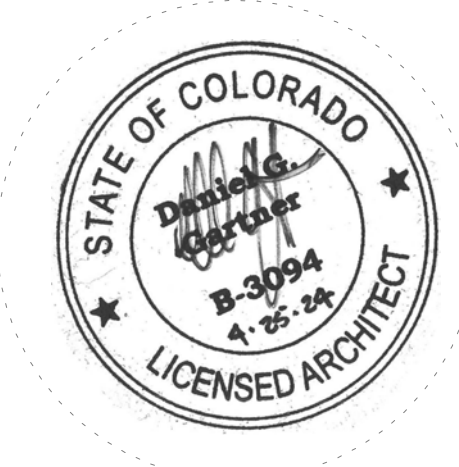
- 1. COMPLY WITH ALL MANUFACTURERS RECOMMENDATIONS AND INDUSTRY STANDARDS RELEVANT TO THE WORK HEREIN.
2. ALL DIMENSIONS ARE FROM FACE OF FINISH UNO.
3. ALL ALIGNMENTS ARE FACE OF FINISH UNO.
4. FIELD VERIFY ALL DIMENSIONS AND ROUGH OPENINGS PRIOR TO FABRICATION AND/OR INSTALLATION.
5. ALL NEW INTERIOR WD TRIM & MILLWORK TO MATCH EXG IN PROFILE, SPECIES, & CUT.



chamberlin

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chamberlinarchitects.com

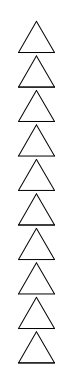


COLBRAN AUDITORIUM REPAIR

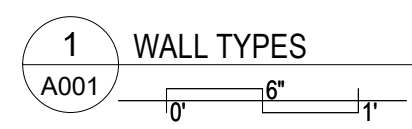
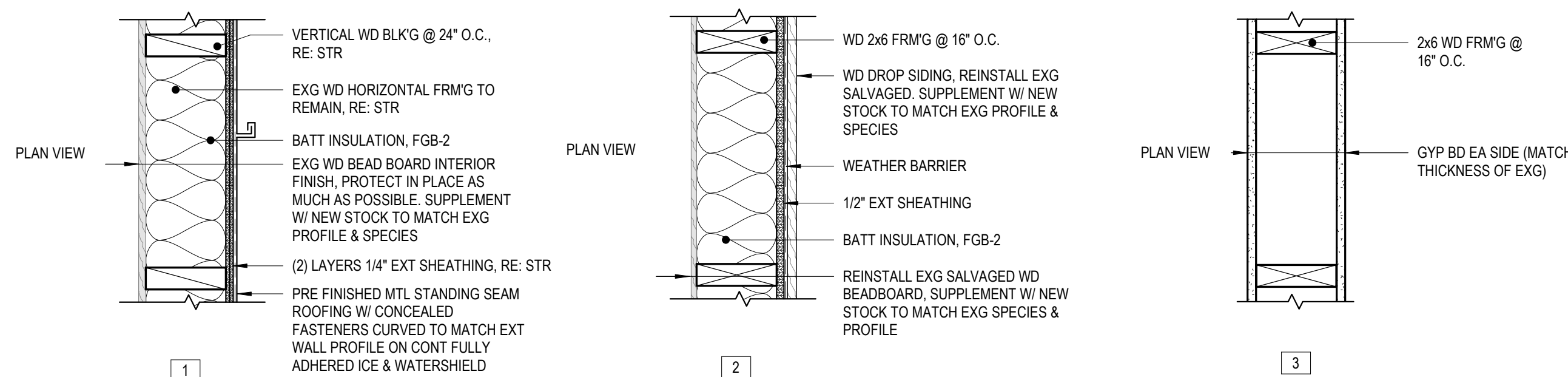
COLBRAN, COLORADO

NOTES, SYMBOLS, ABBREVIATIONS AND WALL TYPES

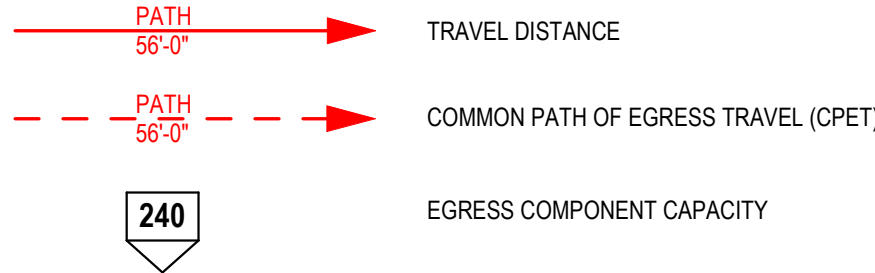
NO: ISSUED FOR: DATE:



- NOTES:
1. ALL EXTERIOR WALL TYPES ARE SHOWN WITH THE EXTERIOR WALL FACING RIGHT UNLESS OTHERWISE NOTED.
2. WALL TYPE CHANGES OCCUR AT CORNERS OR INTERSECTIONS OF WALLS UNLESS NOTED OTHERWISE.



LIFE SAFETY LEGEND



GENERAL PROJECT OVERVIEW

A REPAIR OF THE APPROXIMATELY 5,000SF HISTORIC COLLBRAN AUDITORIUM. THE BUILDING IS REGISTERED AS A HISTORIC LANDMARK IN MESA COUNTY AND WAS BUILT IN 1907. THE BUILDING IS CLASSIFIED AS AN A-3 OCCUPANCY OF TYPE V-B CONSTRUCTION. THE WORK INCLUDES REPAIR AND REPLACEMENT OF DAMAGED AND UNDERSIZED ROOF FRAMING AND EXTERIOR SHEATHING AND SIDING/ROOFING ALONG WITH EXTERIOR WINDOW AND DOOR REPLACEMENTS. THE PROJECT IS CLASSIFIED AS A REPAIR PER SECTION 1202 OF THE INTERNATIONAL EXISTING BUILDING CODE. THE COMPONENTS THAT REQUIRE WORK WILL BE BROUGHT UP TO IECC REQUIREMENTS. WALLS WHERE NO WORK IS INDICATED WILL BE LEFT AS IS.

2018 INTERNATIONAL ENERGY CONSERVATION CODE COMPLIANCE

INSULATION REQUIREMENTS: VALUES BELOW ARE GIVEN AS A GENERAL GUIDELINE

	IECC (COM)	PROVIDED
FENESTRATION U-FACTOR		
FIXED	U-0.38	N/A
OPERABLE	U-0.45	U-0.29 (ALUM CLAD WD)
GLAZED FENESTRATION SHGC (ORIENTATION 0.2 - 0.5)	SEW: 0.46 N: 0.56	0.27 0.27
ENTRANCE DOORS	U-0.77	
CEILING R-VALUE	R-38	R-38
INSULATION ABOVE DECK WD STUD FRAM'D WALL	R-30 CI R-20	N/A R-20
MASS WALL	R-11.4 CI	N/A
FLOOR R-VALUE	R-30	R-30
SLAB R-VALUE	R-10, 2 FT	N/A

AIR BARRIER AND SEALING

- ALL AIR BARRIERS MUST COMPLY WITH THE FOLLOWING:
- CONTINUOUS AIR BARRIER FOR ALL ASSEMBLIES OF THE THERMAL ENVELOPE
 - ALL JOINTS AND SEAMS SEALED
 - ALL PENETRATIONS MUST BE SEALED - ALLOW FOR CONTRACTION, EXPANSION, VIBRATION, RESIST NEGATIVE/POSITIVE PRESSURE, AND STACK EFFECT
 - LIGHTING FIXTURES - IC-RATED, MEET AIR LEAKAGE RATE, SEALED BETWEEN COVERING AND HOUSING

AIR BARRIER MATERIALS INCLUDE THE FOLLOWING, SEE WALL TYPES ON A001 FOR LOCATIONS. THIS PRODUCT IS SOMETIMES INDICATED AS "WRB" OR "WEATHER BARRIER" OR "ICE & WATER SHIELD".

- BASIS-OF-DESIGN WEATHER BARRIERS ARE ADHERED GRACE ICE & WATER SHIELD FOR THE CURVED ROOF PORTIONS AND TYVEK COMMERCIAL WRAP FOR THE VERTICAL WALL PLANES.

SEALING DETAILS

- FOR SPECIFIC APPLICATIONS, SEE DETAIL DRAWINGS, SUCH AS WINDOW, DOOR, ROOF AND OTHER EXTERIOR DETAILS. TYPICALLY A600s AND A700s.
- WHERE DIFFERENT TYPES OF AIR BARRIERS MEET, THEY SHALL BE OVERLAPPED OR FLASHED FOR CONTINUITY USING METHODS ACCEPTABLE TO THE MANUFACTURERS OF BOTH PRODUCTS.
- SEAL ALL OPENINGS AND PENETRATIONS PER MANUFACTURER'S DETAILS USING EITHER THE MFR'S COMPATIBLE SELF-ADHERING BUTYL OR RUBBERIZED ASPHALT FLASHING.
- PREPARE SURFACES AND JOINTS PER MANUFACTURER'S INSTRUCTIONS.

CODE CHECKLIST

CODE IN USE:	
2018 INTERNATIONAL BUILDING CODE (IBC)	
2018 INTERNATIONAL MECHANICAL CODE (IMC)	
2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)	
2021 INTERNATIONAL PLUMBING CODE (IPC)	
2021 INTERNATIONAL FUEL GAS CODE (IFGC)	
2023 NATIONAL ELECTRICAL CODE (NEC)	
2018 EXISTING BUILDING CODE (EBC)	

PROJECT TYPE:	HISTORIC REPAIR PER IEBC SECTION 1202
TYPE OF OCCUPANCY:	GROUP: A-3
TYPE OF CONSTRUCTION:	TYPE: V-B
SPRINKLER SYSTEM:	NO
BASIC ALLOWABLE FLOOR AREA (A) (TABLE 506.2):	6,000 SQ FT
ALLOWABLE BUILDING HEIGHT (TABLE 504.3):	40 FT / ACTUAL HEIGHT: 26' - 5 1/2"
ALLOWABLE NUMBER OF STORIES (TABLE 504.4):	1
EXISTING BUILDING AREAS	
FIRST FLOOR:	5,061 SQ FT
FILM PROJECTOR MEZZANINE:	75 SQ FT
TOTAL BUILDING AREA GSF:	5,136 SQ FT
TOTAL NUMBER OF STORIES:	1

OCCUPANT LOAD:

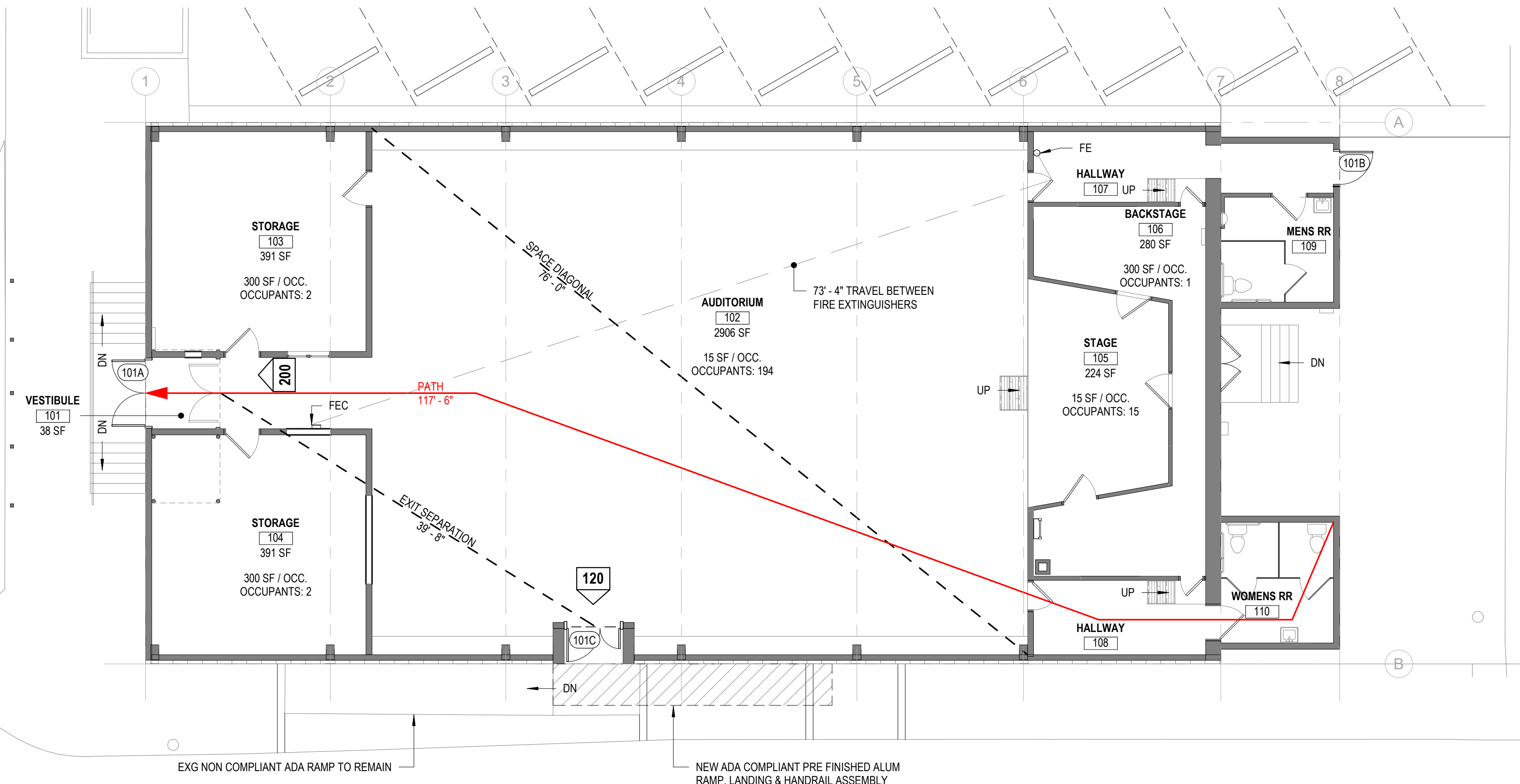
OCCUPANT LOAD FIRST FLOOR:	214
OCCUPANT LOAD MEZZANINE:	1
TOTAL OCCUPANT LOAD:	215

MEANS OF EGRESS

NUMBER OF EXITS FOR BUILDING (TABLE 1006.3.2):	2 REQ'D / 2 PROVIDED
NUMBER OF ACCESSIBLE EXITS FROM BUILDING (SECTION 1105.1):	1 REQ'D / 1 PROVIDED
WIDTH OF EXITS (TOL)/50 IN FEET (SECTION 1005.3):	214 * 0.3 = 64.2" REQUIRED
EGRESS WIDTH PROVIDED:	96"
EXIT ACCESS TRAVEL DISTANCE (TABLE 1017.2):	200 FT
MAXIMUM DEAD-END CORRIDOR (SECTION 1020.4):	20 FT
FIRE EXTINGUISHER	1 WITHIN 75 FT OF TRAVEL

PLUMBING FIXTURES

REQUIRED	REQUIRED	PROVIDED
WATER CLOSETS:		
MALE 1 PER 125 = 1	1	2
FEMALE 1 PER 65 = 2	2	2
LAVATORIES:		
MALE 1 PER 200 = 1	1	1
FEMALE 1 PER 200 = 1	1	2
DRINKING FOUNTAIN: 1	1	0
SERVICE SINK: 1	1	0



1 CODE FLOOR PLAN
A002



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CODE CHECKLIST

NO: ISSUED FOR: DATE:

PROJECT STATUS:
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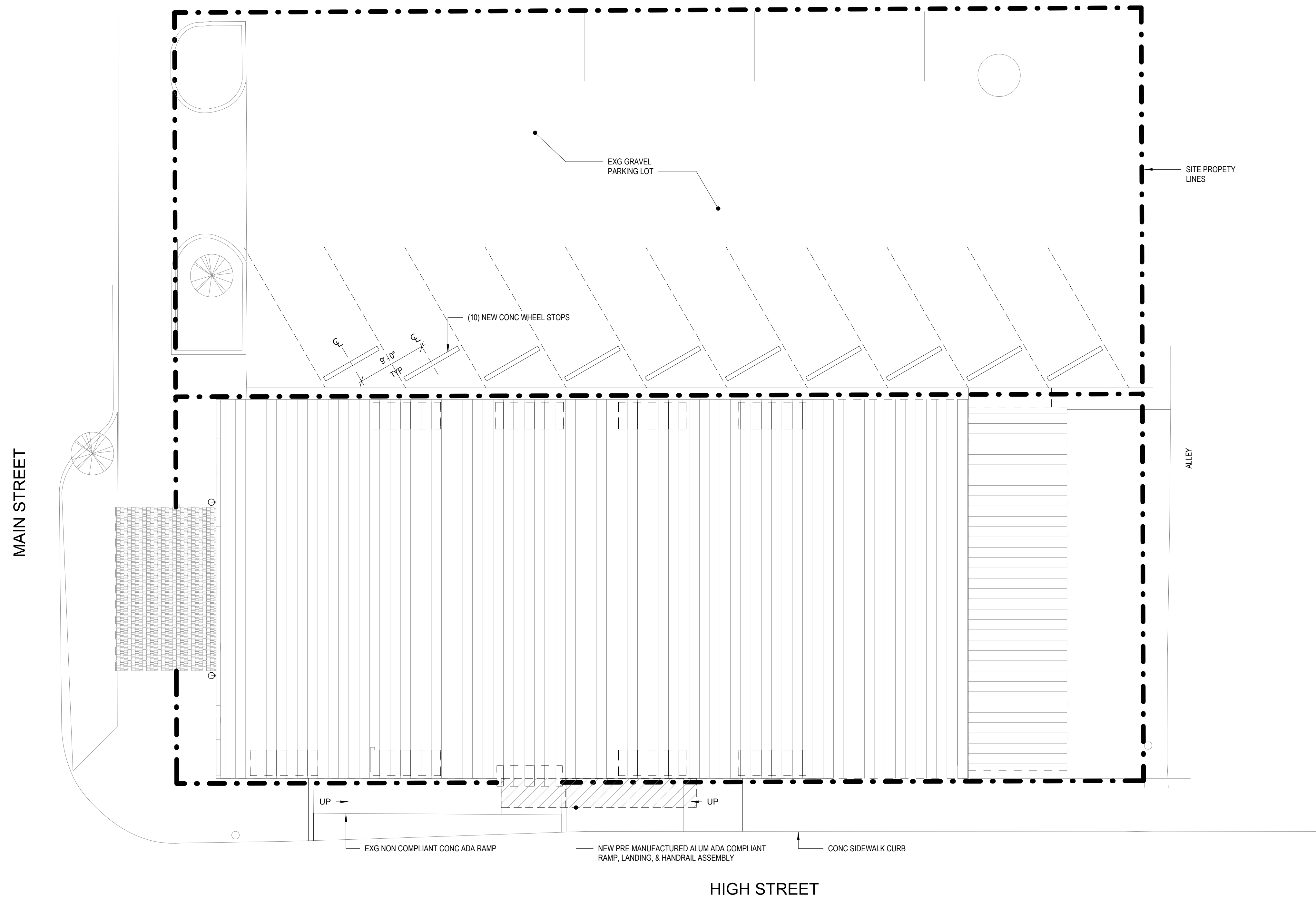
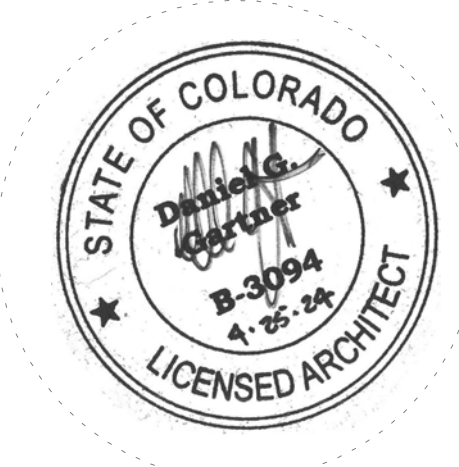
PROJECT NO:
2130

A002

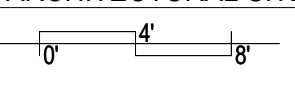


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1 ARCHITECTURAL SITE PLAN
A011

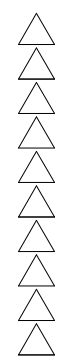


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ARCHITECTURAL SITE PLAN

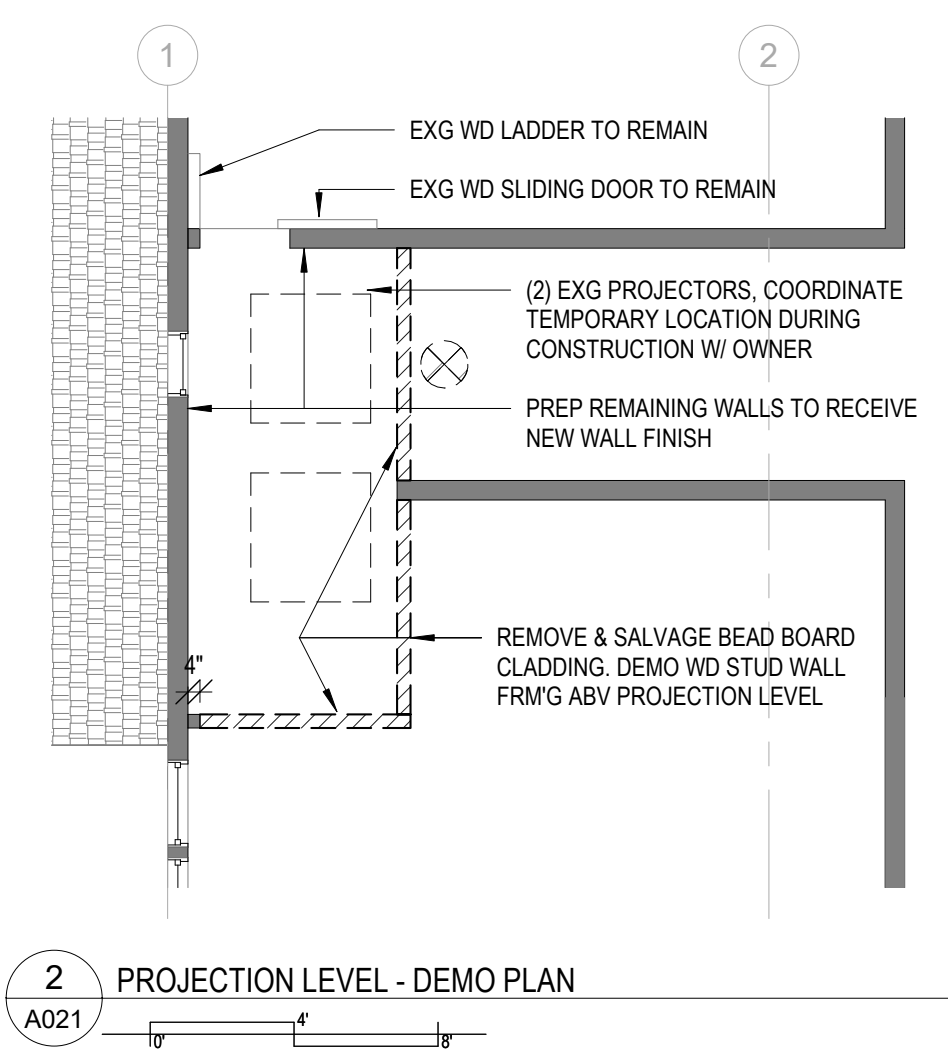
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PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE: 4/26/2024 SHEET NO:

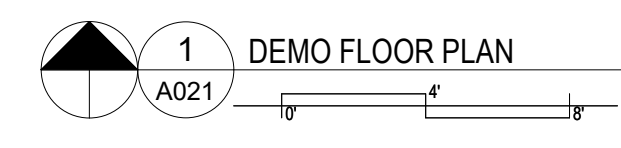
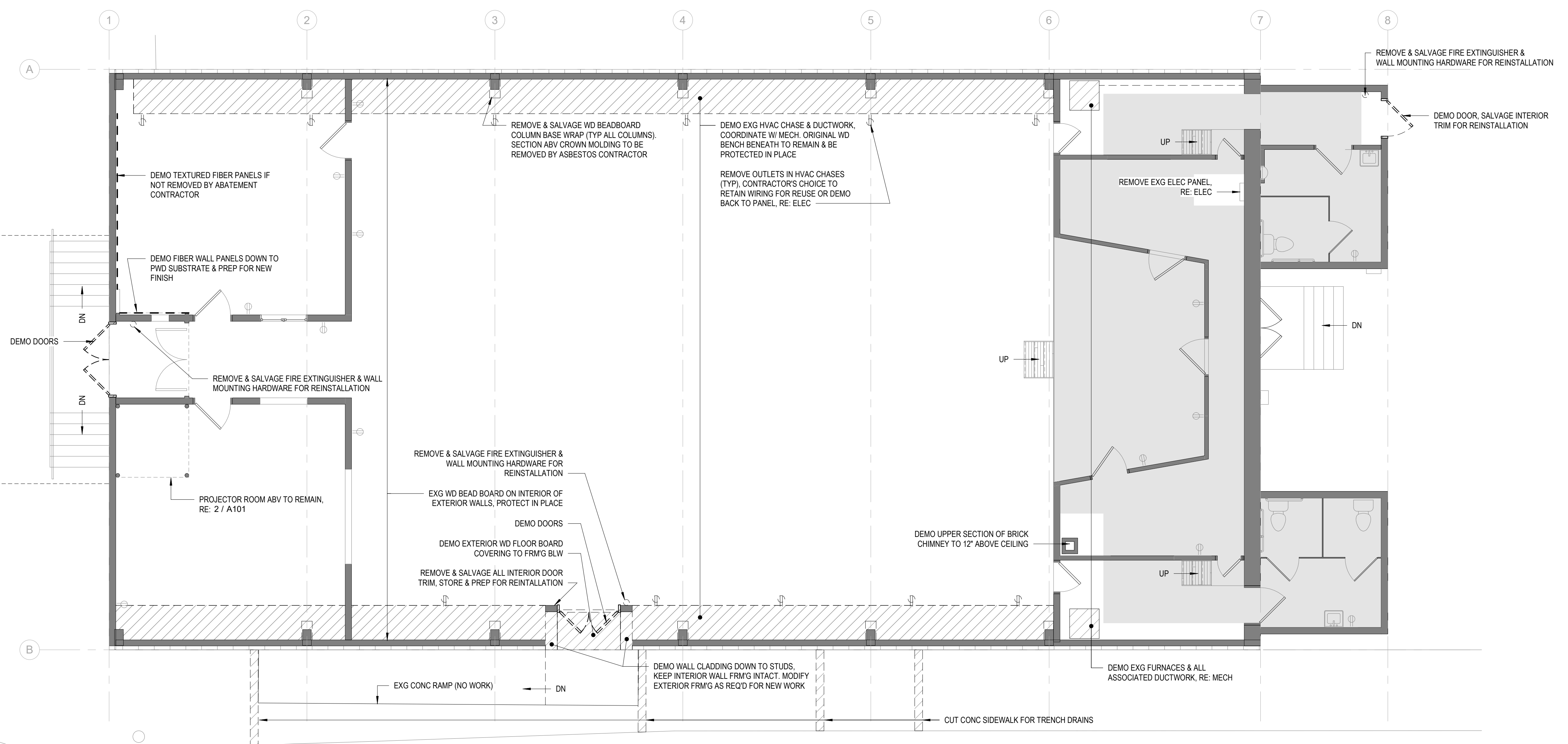
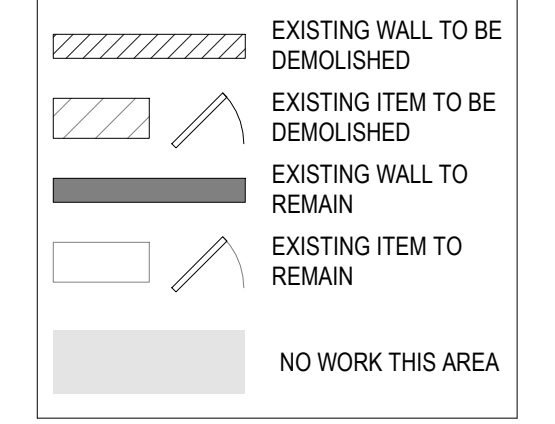
PROJECT NO: 2130 **A011**



GENERAL DEMOLITION NOTES

1. SEE PROJECT MANUAL SPECIFICATIONS AND REQUIREMENTS FOR DEMOLITION.
2. THE DOCUMENTS SHOW THE OVERALL EXTENT OF DEMOLITION REQUIRED. ALTHOUGH EACH COMPONENT MAY NOT BE SHOWN OR REFERENCED, REMOVE ITEMS CONSISTENT WITH THE NATURE OF DEMOLITION INDICATED.
3. ALL CONDITIONS ARE EXISTING; IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH THE PROJECT CONDITIONS, RECORD AND REPORT ALL DEVIATIONS TO THE ARCHITECT AS SOON AS POSSIBLE.
4. DO NOT DEMOLISH STRUCTURAL ELEMENTS WITHOUT APPROVAL FROM STRUCTURAL ENGINEER. PROVIDE TEMPORARY SHORING AND BRACING AS NEEDED TO MAINTAIN STRUCTURAL INTEGRITY.
5. REMOVE LOOSE OR CRACKED MATERIAL AT AREAS ADJACENT TO INDICATED DEMOLITION IF DAMAGED BY DEMOLITION OPERATIONS. PATCH AREAS WITH MATCHING MATERIAL AND WORKMANSHIP.
6. ALL INTERIOR WOOD BEAD BOARD WALL FINISH IS TO BE PROTECTED IN PLACE. SALVAGE & STORE FOR REUSE AS MUCH MATERIAL AS POSSIBLE OF AREAS WHERE MATERIAL MUST BE REMOVED.
7. AT WALLS, FLOORS AND CEILING AREAS INDICATED FOR DEMOLITION, REMOVE ALL INTEGRAL DEVICES AND EQUIPMENT PRESENT UNLESS OTHERWISE INDICATED.
8. ITEMS NOT NOTED FOR DEMOLITION ARE TO BE PROTECTED FROM DAMAGE AND PREPARED TO RECEIVE NEW WORK. SURFACES TO REMAIN THAT ARE DAMAGED DURING THE PERFORMANCE OF REQUIRED DEMOLITION SHALL BE PATCHED AND/OR PAINTED TO MATCH EXISTING TO REMAIN ADJACENT SURFACES UNLESS NOTED OTHERWISE.
9. RECYCLE MERCHANTABLE MATERIALS TO THE GREATEST EXTENT POSSIBLE, I.E. STEEL.
10. TEST (3) SALVAGED FIRE EXTINGUISHERS, RETAIN (2) FOR REINSTALLATION, TURN OVER EXTRA TO OWNER IF IN WORKING ORDER.

LEGEND

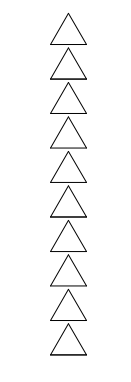


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DEMO FLOOR PLANS

NO: ISSUED FOR: DATE:



PROJECT STATUS: CONSTRUCTION DOCUMENTS

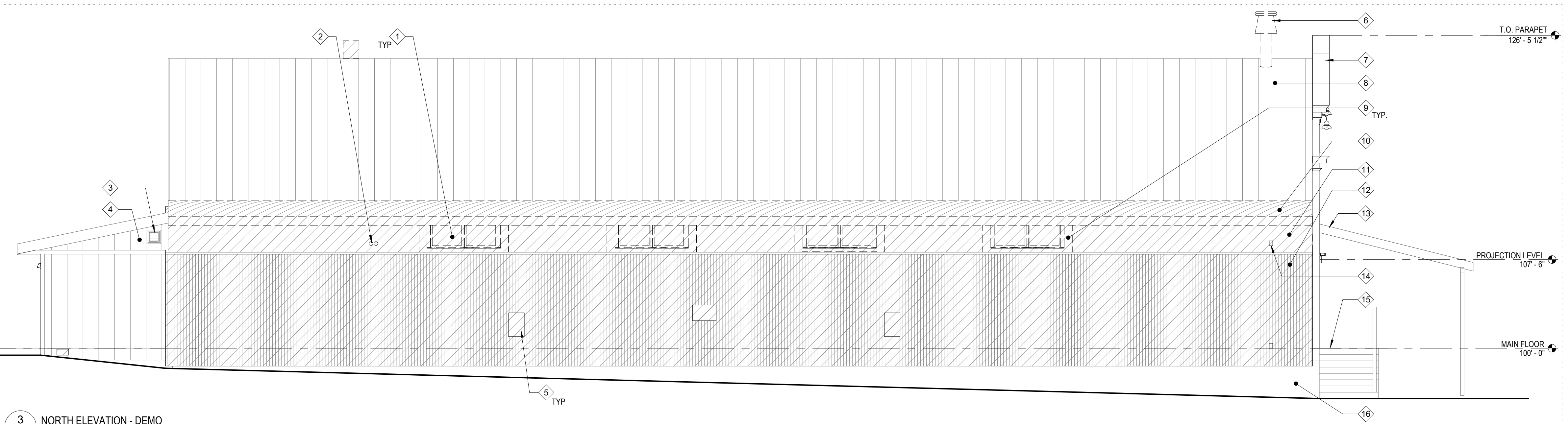
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PROJECT NO: 2130 A021

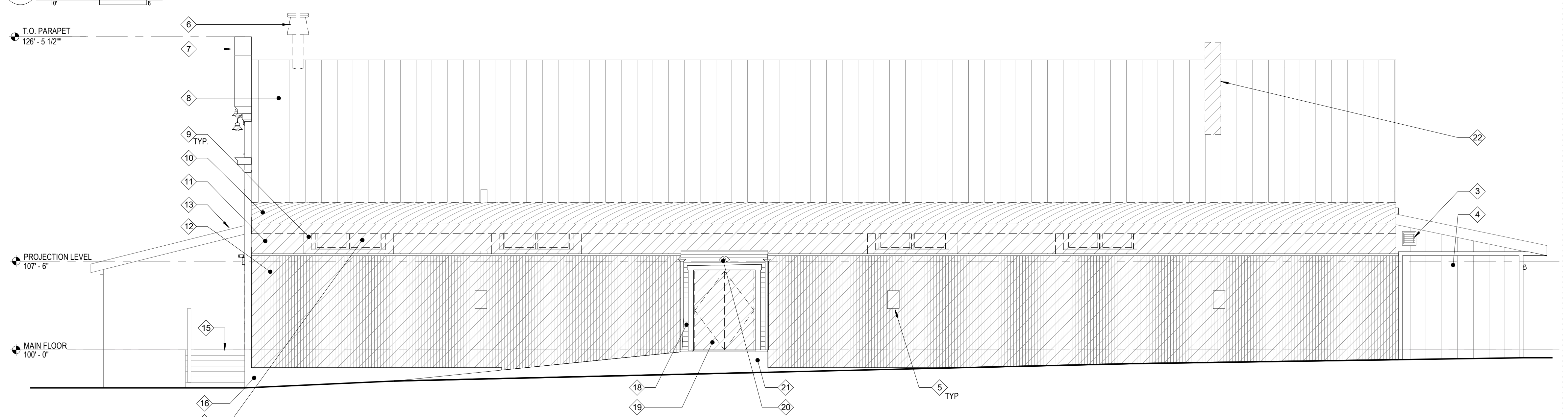
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EXTERIOR DEMO KEYNOTES: #

1. DEMO CLERESTORY WINDOWS (TYP OF 4)
2. DEMO HVAC VENTING
3. ATTIC LOUVER (NO WORK)
4. T-111 SIDING TO REMAIN (NO WORK)
5. REMOVE SIGNS & TURN OVER TO OWNER (TYP OF 3)
6. DEMO MOVIE PROJECTOR VENT
7. WEST FACADE CORNICE (NO WORK)
8. DEMO LIGHT GAUGE CORRUGATED MTL ROOFING & SUBSTRATE
9. ORIGINAL DROP SIDING, REMOVE & STORE FOR REINSTALLATION. MAINTAIN AS MUCH AS POSSIBLE OF ORIGINAL CLERESTORY BUMP-OUT TRIM
10. DEMO CONT CLERESTORY OVERHANG
11. DEMO VERTICAL WD BOARD & BATTEN SIDING & ASSOCIATED OVER FRMG TO WD STUD STRUCTURE
12. DEMO CORTEN CORRUGATE MTL SIDING, RIGID INSULATION TO WD STRUCTURE
13. ENTRY CANOPY BYD (NO WORK)
14. REMOVE POWER OUTLET, RE. ELEC
15. WD ENTRY STAIRS (NO WORK)
16. CONC FOUNDATION (NO WORK)
17. EXG HORIZONTAL ASPHALT SIDING TO REMAIN
18. REMOVE & SALVAGE WD DROP SIDING & TRIM ALONG WITH PROTRUSION INTERIOR CLADDING. ALL EXTERIOR CLADDING TO BE REMOVED.
19. CONTRACTORS OPTION #1; EITHER DEMO EXT FRMG OR MODIFY IN PLACE.
20. DEMO DOOR/S
21. DEMO FROG EYE LIGHT FIXTURE, RE. ELEC
22. CONC RAMP & LANDING (NO WORK)
23. DEMO BRICK CHIMNEY SERVING ORIGINAL BOILER DOWN TO 12" ABV INTERIOR STAGE CLG
24. DEMO VERTICAL WD SIDING @ CLERESTORY/ROOF INTERSECTION (EA SIDE)
25. ELEC METER & BLD'G ENTRY
26. DEMO EXTERIOR LIGHT FIXTURE
27. DEMO CORTEN MTL SIDING @ ENDS, EA SIDE OF BLD'G
28. NOT USED
29. BASEMENT ENTRY DOORS (NO WORK)
30. GAS METER
31. NOT USED
32. WD CORNER TRIM (NO WORK)
33. FIXED WD WINDOW TO PROJECTOR ROOM (NO WORK)
34. WD DOUBLE HUNG WINDOWS (TYP OF 2), PRE FOR REPAIR WORK
35. ENTRY CANOPY W/ SHINGLE ROOFING (NO WORK)
36. DEMO DISPLAY CASE
37. MTL ROOFING (NO WORK)



3 NORTH ELEVATION - DEMO



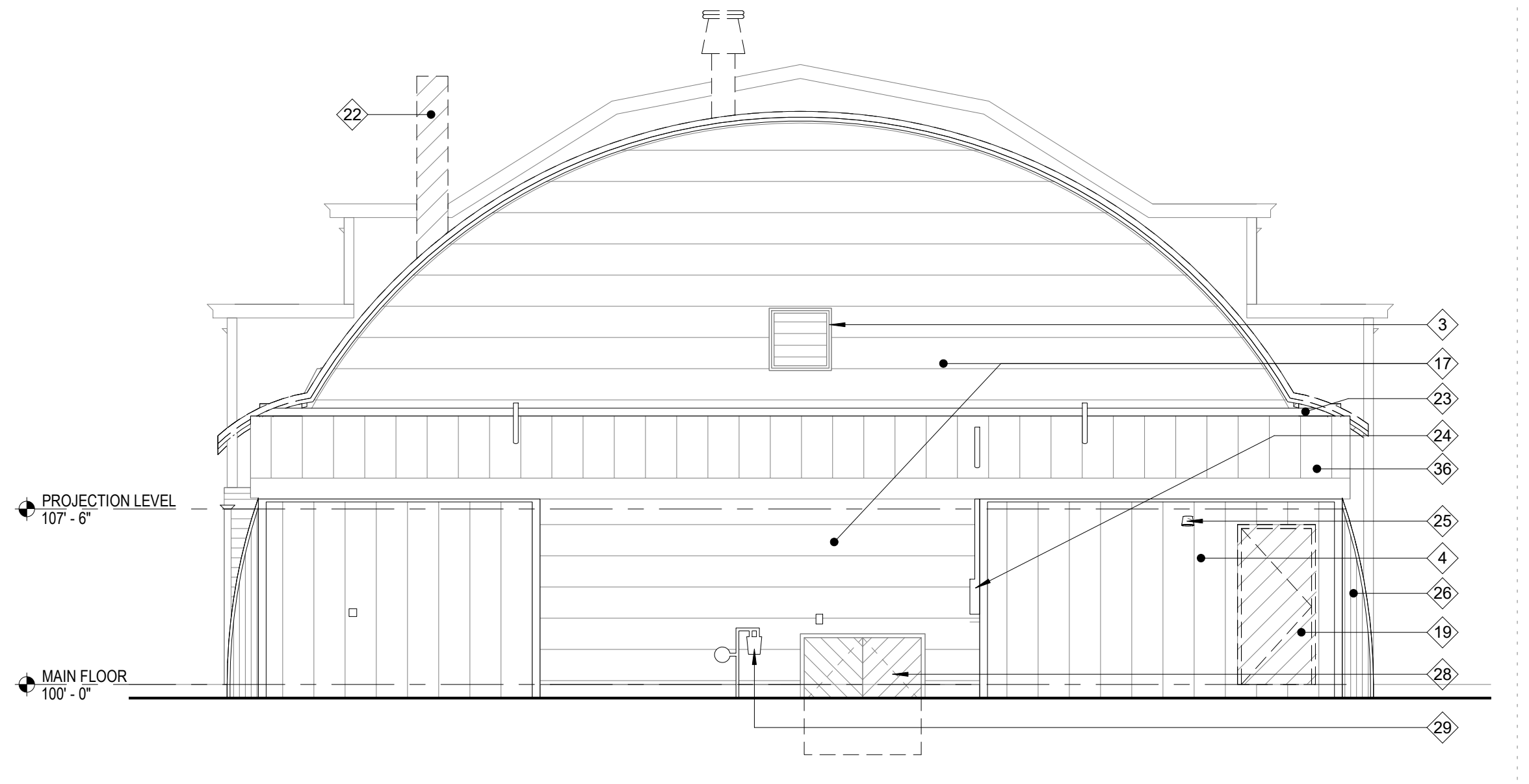
1 SOUTH ELEVATION - DEMO

LEGEND

	EXISTING WALL TO BE DEMOLISHED
	EXISTING ITEM TO BE DEMOLISHED
	EXISTING WALL TO REMAIN
	EXISTING ITEM TO REMAIN
	NO WORK THIS AREA



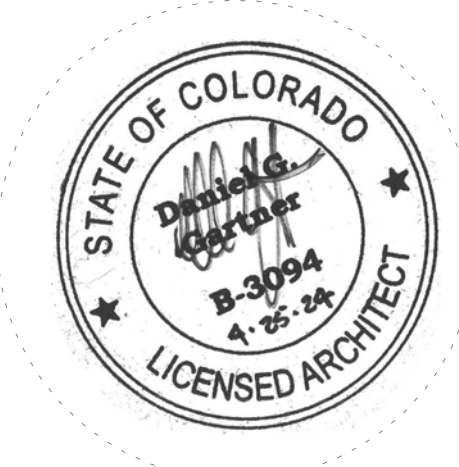
4 WEST ELEVATION - DEMO



2 EAST ELEVATION - DEMO



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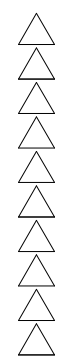


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**EXTERIOR DEMO
 ELEVATIONS**

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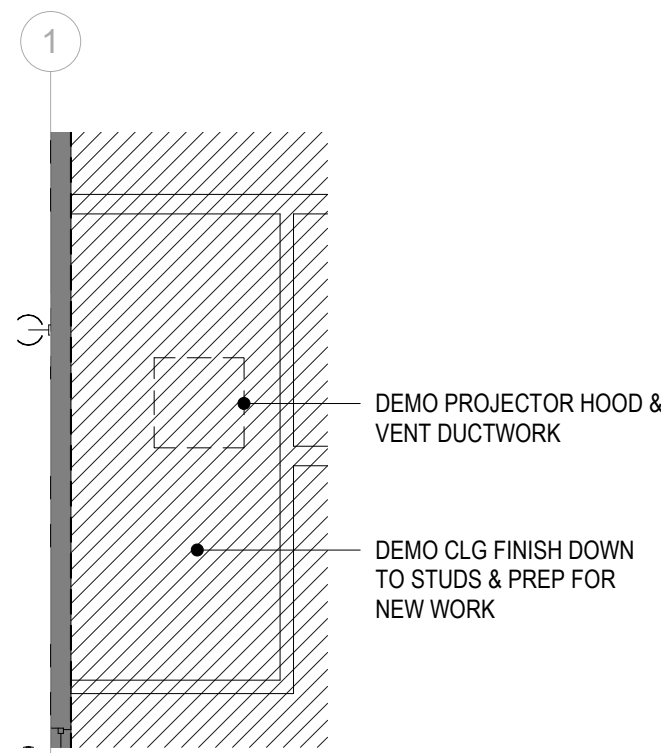
PROJECT STATUS:
 CONSTRUCTION DOCUMENTS

DATE: 4/26/2024 SHEET NO:

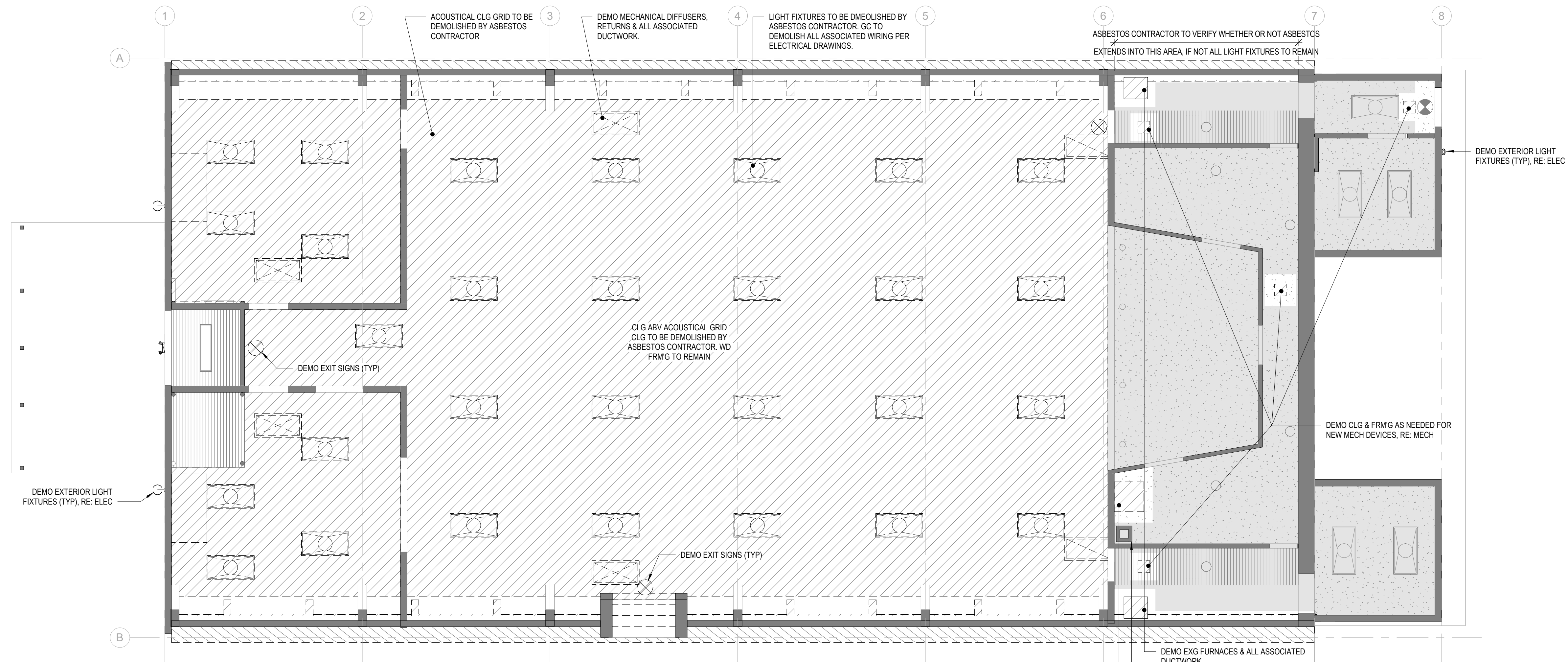
PROJECT NO: 2130 **A023**

LEGEND

	EXISTING WALL TO BE DEMOLISHED
	EXISTING ITEM TO BE DEMOLISHED
	EXISTING WALL TO REMAIN
	EXISTING ITEM TO REMAIN
	NO WORK THIS AREA



2 PROJECTION LEVEL REFLECTED CEILING DEMO PLAN
A024

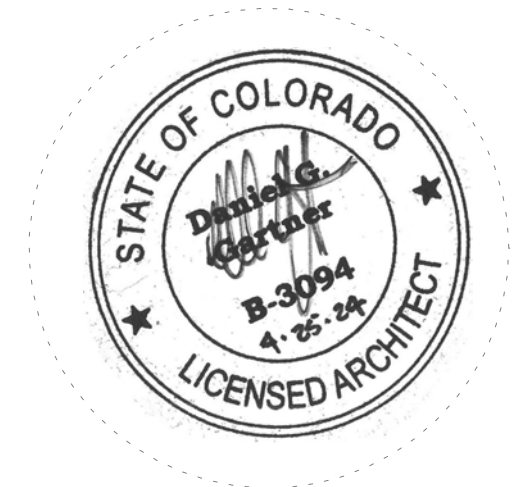


1 REFLECTED CEILING DEMO PLAN
A024

GENERAL NOTE: ALL WORK INDICATED TO BE PERFORMED BY GENERAL CONTRACTOR (GC) UNLESS NOTED OTHERWISE TO BE PERFORMED UNDER SEPARATE CONTRACT BY ASBESTOS ABATEMENT CONTRACTOR.



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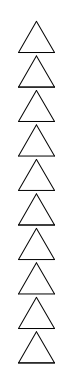


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REPAIR

COLLBRAN, COLORADO

REFLECTED
CEILING DEMO
PLAN

NO: ISSUED FOR: DATE:



PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE:
4/26/2024

SHEET NO:

PROJECT NO:
2130

A024

GENERAL ROOF DEMOLITION NOTES

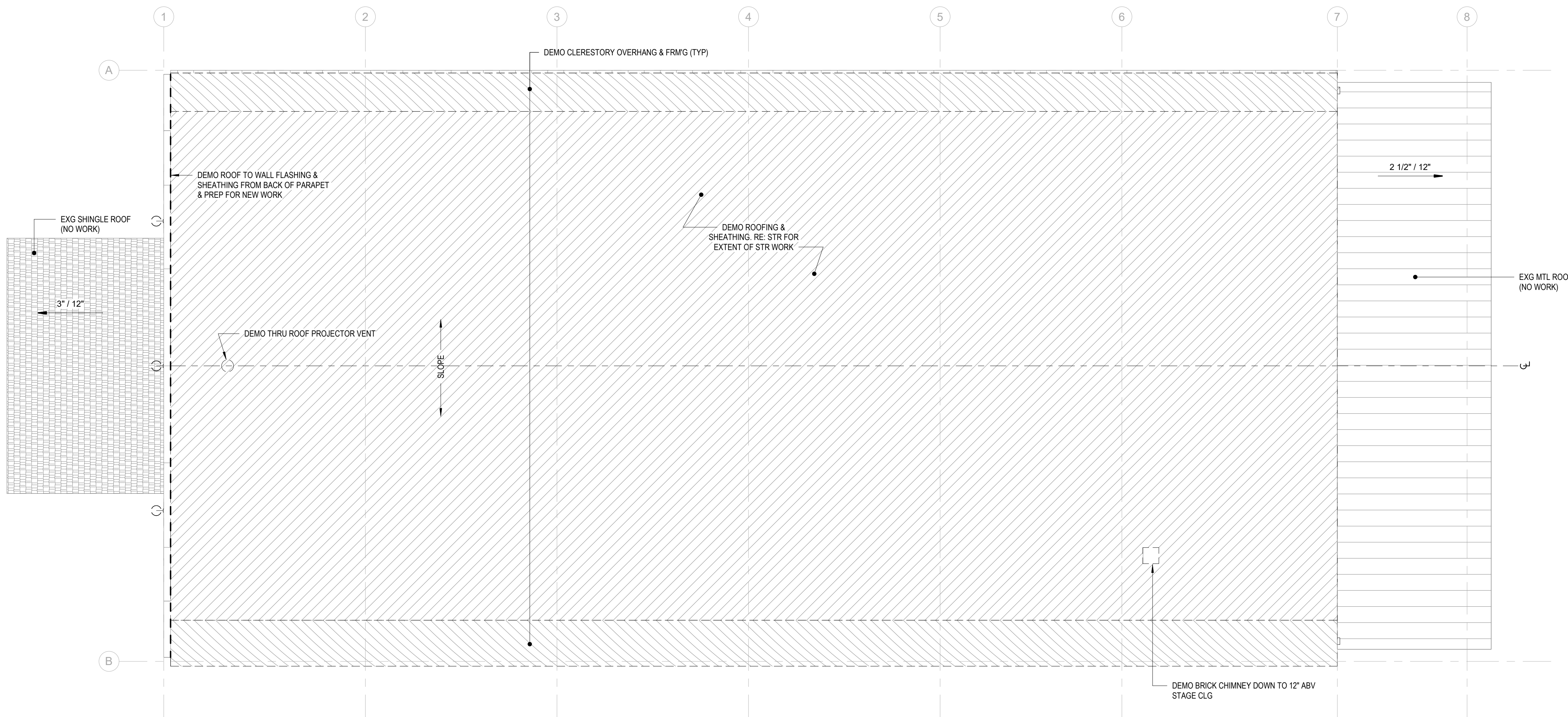
1. INFILL EXISTING ROOF OPENINGS THAT ARE NOT TO BE REUSED AS PER STRUCTURAL.
2. REMOVE DRY ROTTED, MOLDED OR STRUCTURALLY UNACCEPTABLE DAMAGED WOOD FRAMING MEMBERS AND DECKING AND REPLACE AS PER STRUCTURAL.
3. REMOVED ROTTED PERIMETER ROOF EDGE BLOCKING AND REPLACE AS PER NEW ROOF DETAILS.
4. RECYCLE MERCHANTABLE MATERIALS TO THE GREATEST EXTEND POSSIBLE, I.E. STEEL.

LEGEND

	EXISTING WALL TO BE DEMOLISHED
	EXISTING ITEM TO BE DEMOLISHED
	EXISTING WALL TO REMAIN
	EXISTING ITEM TO REMAIN
	NO WORK THIS AREA



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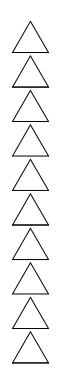
1 ROOF DEMO PLAN
 A025

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ROOF DEMO PLAN

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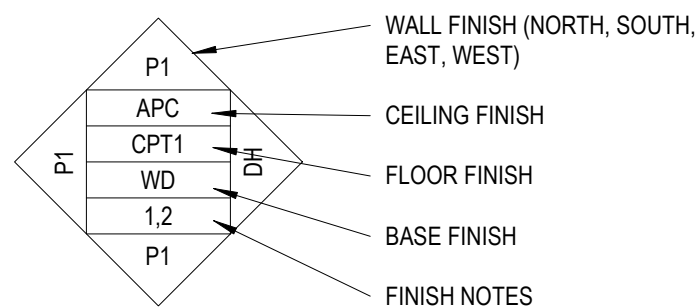
PROJECT STATUS:
 CONSTRUCTION DOCUMENTS

DATE: **4/26/2024** SHEET NO:

PROJECT NO: **A025**
2130

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INTERIOR FINISH LEGEND



- NOTES:
1. COLORS, RE: INTERIOR FINISH LEGEND
2. PATTERN AT CEILINGS, RE: REFLECTED CEILING PLAN A122

WALL FINISHES

P1- GYPSUM WALLBOARD W/ PAINT ASSEMBLY HALL 106 EXISTING DRYWALL WALLS. SHERWIN WILLIAMS 7011 NATURAL CHOICE.
EXG WD1 - REPAIR AND REPAINT EXISTING PAINTED WOOD BEADBOARD COLOR SHERWIN WILLIAMS 7011 NATURAL CHOICE.
EXG WD2 - REPAIR AND REFINISH EXISTING TRANSPARENT FINISH WOOD BEADBOARD. SAND AND RECOAT WITH TRANSPARENT FINISH TO REFRESH WOOD THAT IS IN GOOD CONDITION SO THE EXISTING AND NEW APPEAR SEAMLESS.

CEILING FINISH

APC1 - SUSPENDED ACOUSTICAL PANEL CEILING GRID AND TILE. RE: SPECS FOR PRODUCT AND COLOR.
APC2 - SUSPENDED ACOUSTICAL PANEL CEILING GRID AND TILE. RE: SPECS FOR PRODUCT AND COLOR.
P2 - GYPSUM WALLBOARD WITH PAINT. COLOR, SHERWIN WILLIAMS SW7005 PURE WHITE.
EXG WD1 - EXISTING PAINTED WOOD BEADBOARD CEILING TO REMAIN. REPAINT COLOR SHERWIN WILLIAMS SW7005 PURE WHITE.

FLOOR FINISHES

EXISTING WOOD FLOOR TO REMAIN. NO WORK.

BASE FINISHES

EXG - WOOD BASE. COLOR, MATCH EXG WD2 WALL FINISH.

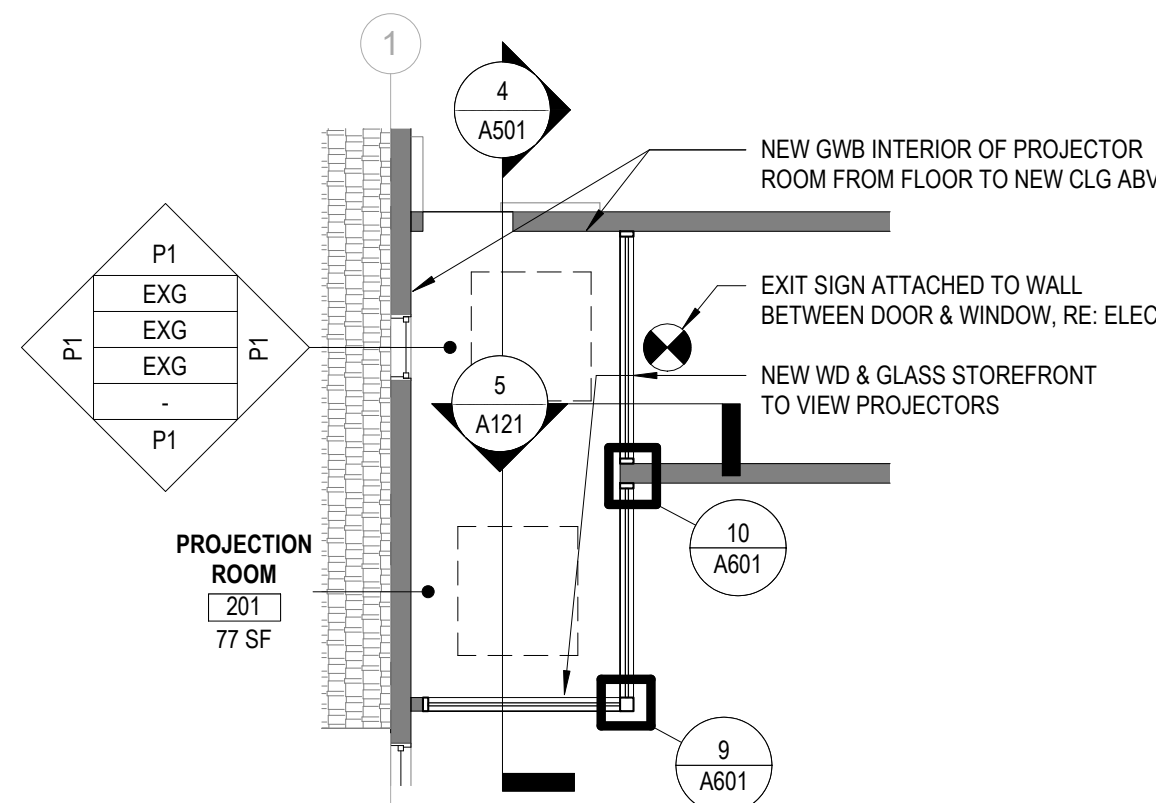
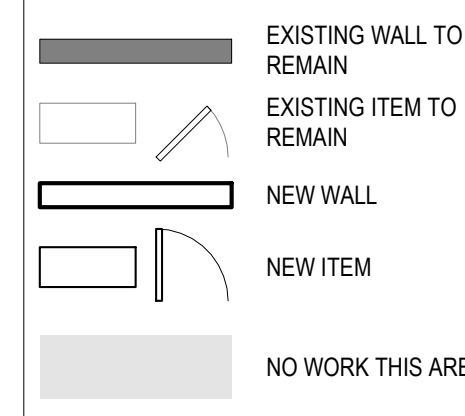
FINISH NOTES

1. EXISTING WOOD BEADBOARD WALL FINISH AND WOOD BASE TO REMAIN IN PLACE. ASSUME 25% NEW STOCK WILL BE REQUIRED TO REPLACE WATER DAMAGED UNITS OF BEADBOARD AND BASE. MATCH EXISTING SPECIES AND WOOD PROFILES FOR BEADBOARD AND BASE.

GENERAL NEW CONSTRUCTION NOTES

- 1. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT PRIOR TO CONTINUING CONSTRUCTION.
2. ITEMS NOT NOTED ON THE DRAWINGS SHALL BE CONSIDERED THE SAME AS NOTED ITEMS WHICH ARE GRAPHICALLY REPRESENTED IN THE SAME MANNER.
3. PROVIDE TREATED SOLID WOOD BLOCKING FOR ALL WALL EQUIPMENT, MILLWORK AND OTHER WALL MOUNTED ITEMS. SEE ELEVATIONS AND EQUIPMENT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
4. CONTRACTOR SHALL CAULK AT THE INTERFACE OF INTERIOR FACES OF DOOR FRAMES WITH ADJACENT MATERIALS THOUGH JOINT MAY NOT BE VISIBLE.
5. WHERE EXISTING FINISHES ARE REQUIRED TO BE REMOVED TO INSTALL NEW FINISHES, PATCH AND REPAIR WALL SURFACES TO ACCEPT NEW FINISHES AND CONCEAL ALL TRANSITIONS.
6. PROVIDE TRANSITION STRIPS BETWEEN FLOOR MATERIALS OF DISSIMILAR HEIGHTS. CENTER TRANSITION STRIPS UNDER DOORS OR OTHER PLACES OUT OF SIGHT.
7. RECONFIGURE FIRE ALARM DEVICES AS PER THE ELECTRICAL CODE OR AS INDICATED. PROVIDE NEW FIRE ALARM DEVICES IF EXISTING ARE NOT OPERATIONAL.
8. FINISHES SHALL MATCH EXISTING UNLESS OTHERWISE NOTED.
9. REFER TO THE MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR THE LOCATIONS OF PIPING, VENTS, DUCTS, CURBS, FANS AND OTHER ITEMS WHICH PENETRATE THE ROOF PLANE.

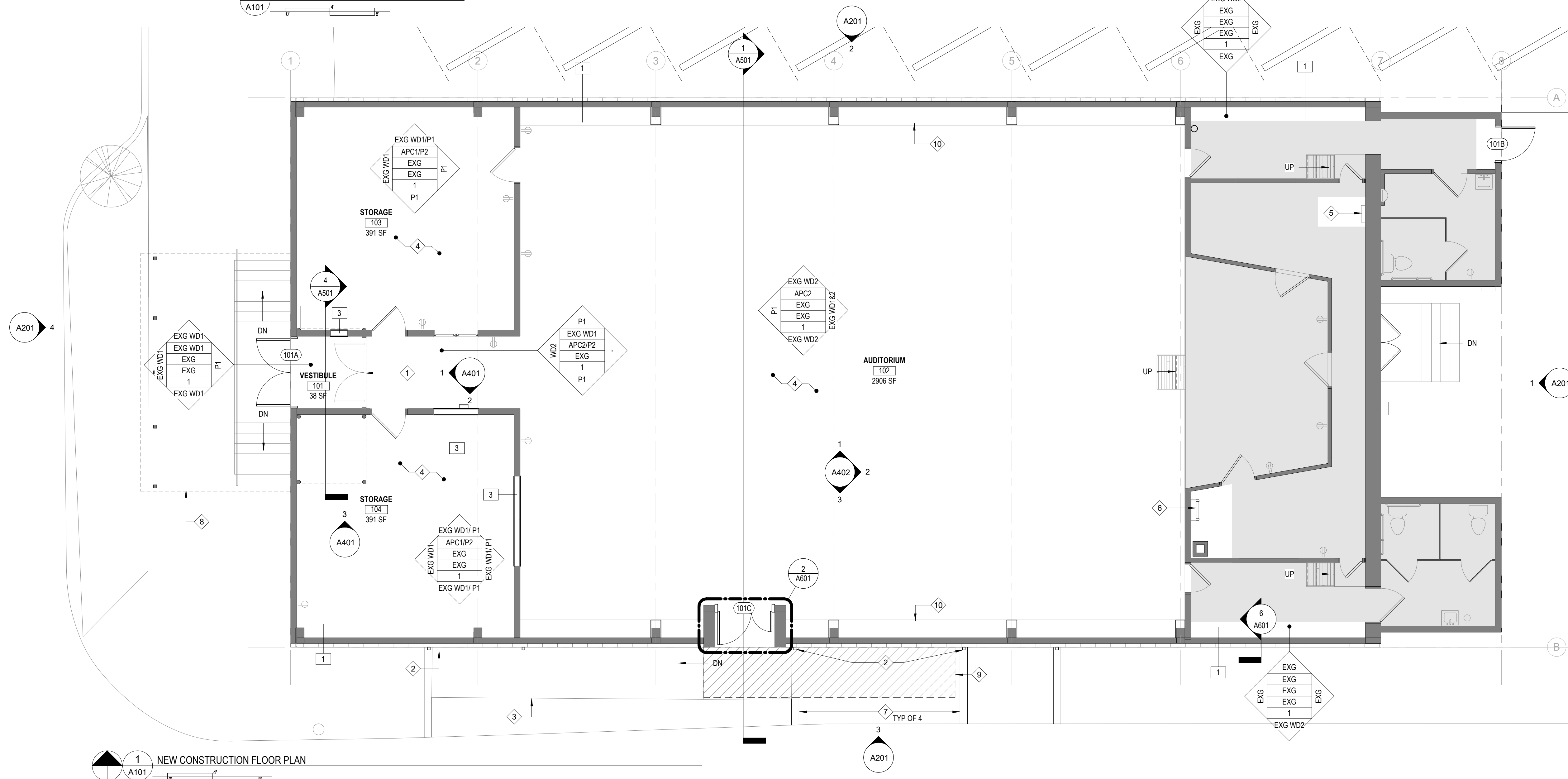
LEGEND



2 PROJECTOR LEVEL CONSTRUCTION PLAN

NEW CONSTRUCTION KEYNOTES

- 1. EXG PROJECTION ROOM ABOVE
2. NEW PRE FINISHED MTL DOWNSPOUTS, DISCHARGE DIRECTLY INTO NEW TRENCH DRAINS
3. EXG CONC ENTRY RAMP
4. EXG WD. FLOOR TO REMAIN
5. NEW ELEC PANEL, RE: ELEC
6. NEW PREFABRICATED MTL LADDER UP TO ATTIC
7. NEW CONC TRENCH DRAINS W/ ADA COMPLIANT GRATE COVER
8. EXG CANOPY ABV (NO WORK)
9. NEW PRE FABRICATED ALUM ADA RAMP W/ LANDING & HANDRAILS. 1:12 SLOPE MAX
10. EXG HISTORIC WD BENCHES TO REMAIN. INTEGRATE ELEC OUTLETS, RE: ELEC



1 NEW CONSTRUCTION FLOOR PLAN



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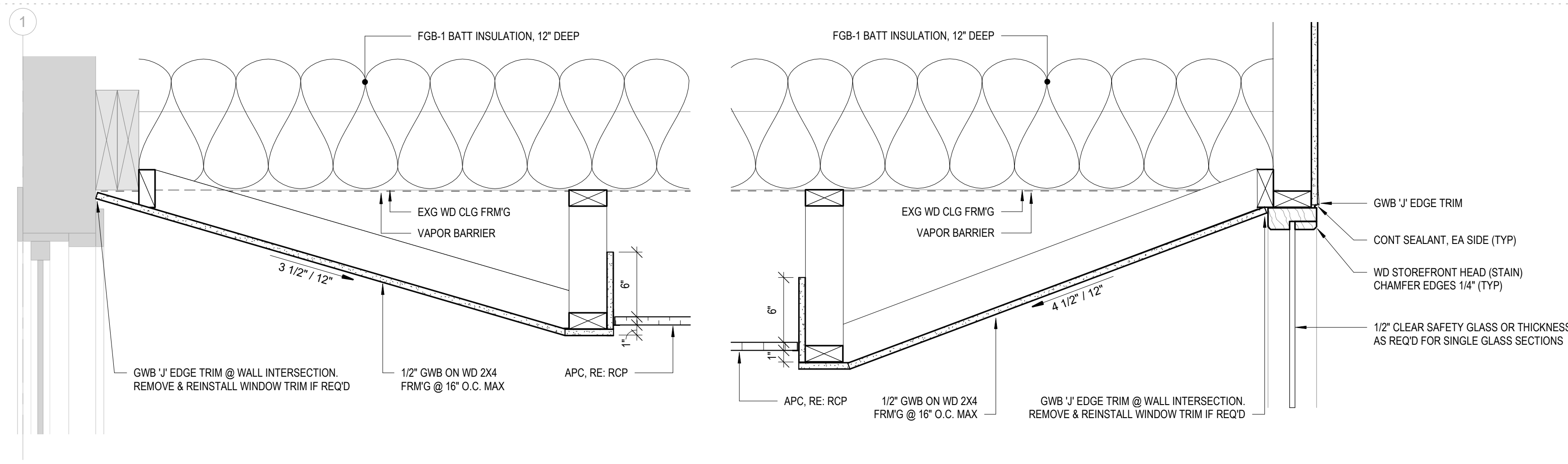
NEW CONSTRUCTION FLOOR & FINISH PLANS

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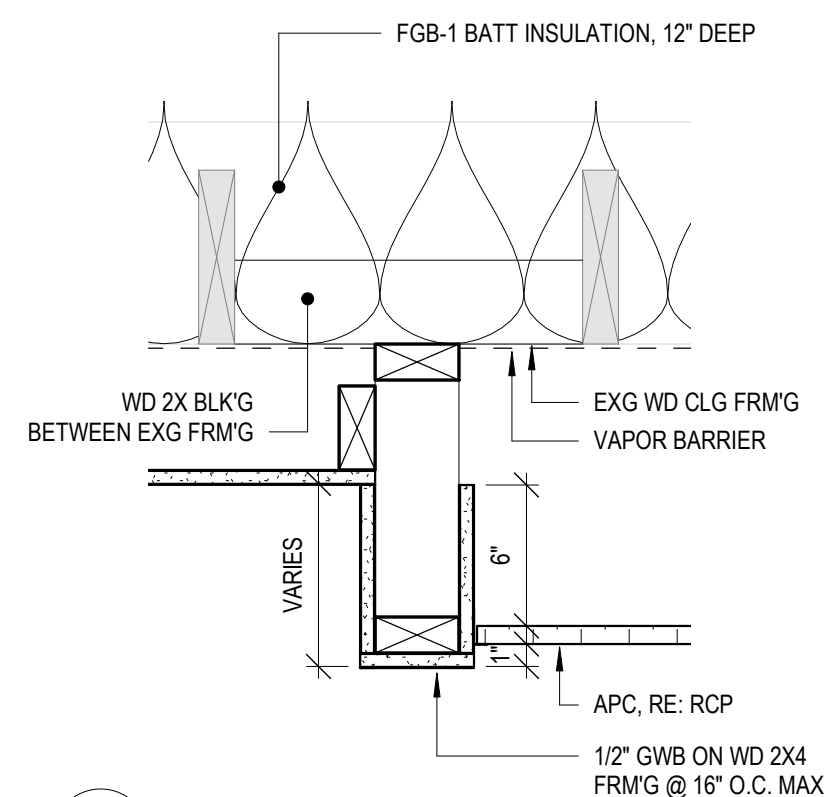
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PROJECT NO: 2130 A101

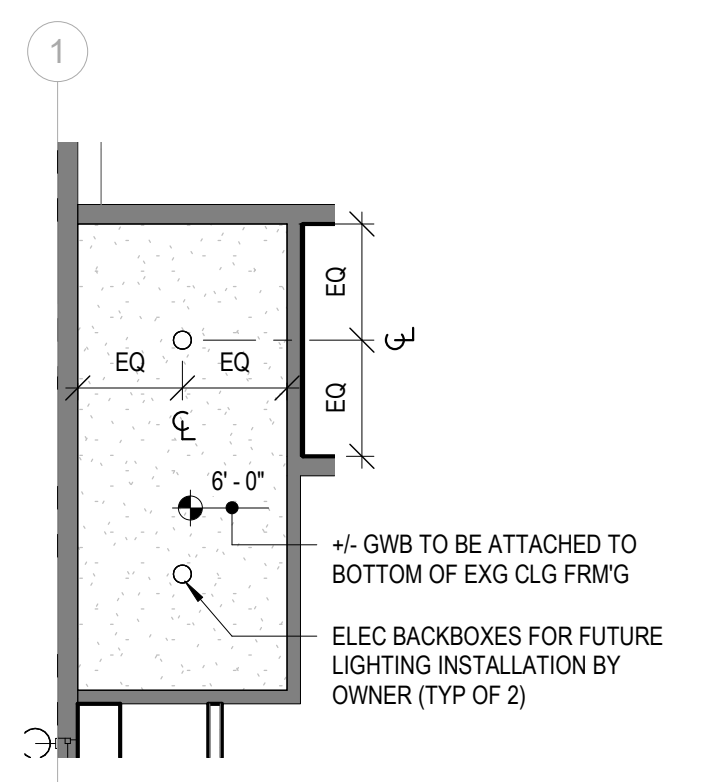


3 SLOPED CLG DETAIL 1
A121

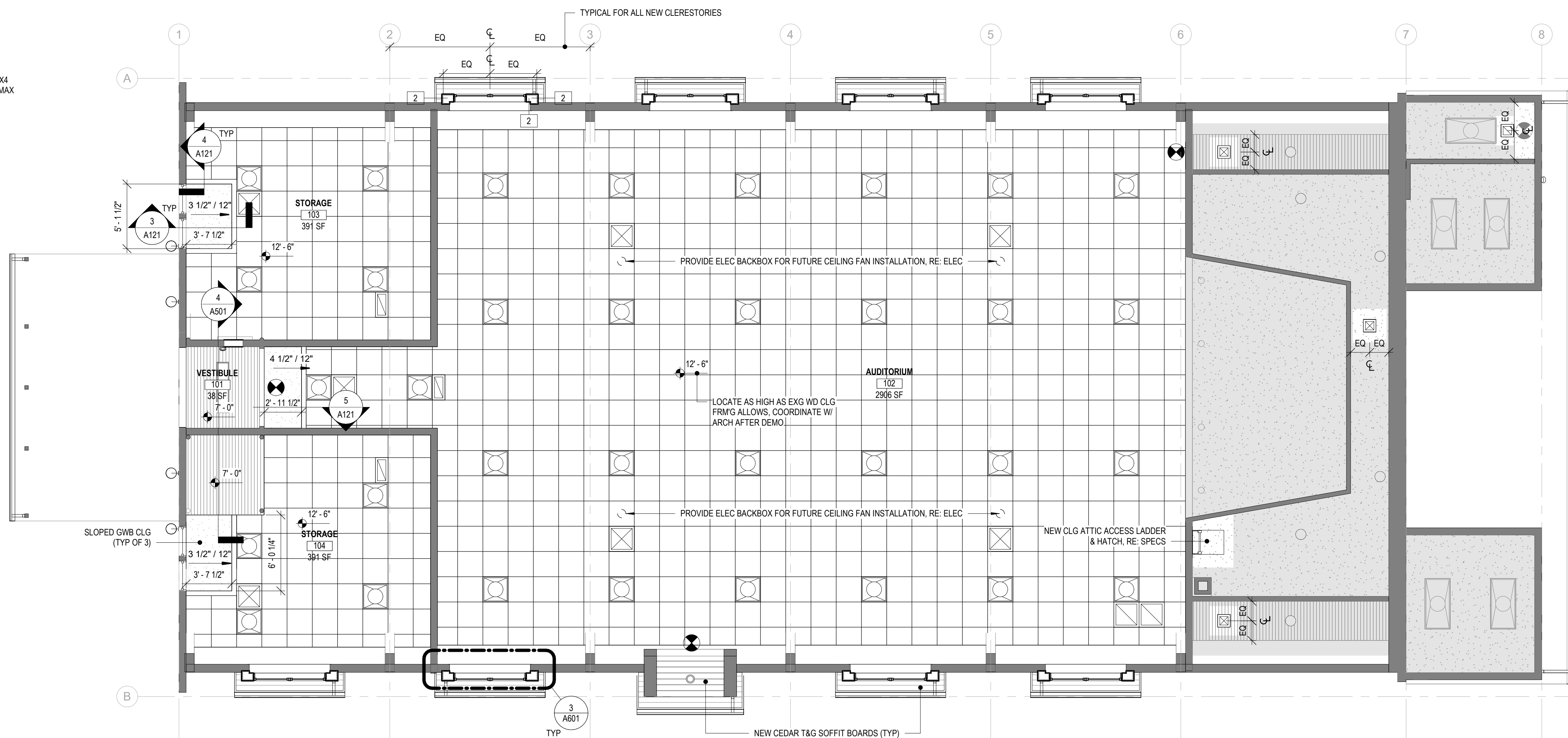
5 SLOPED CLG DETAIL 3
A121



4 SLOPED CLG DETAIL 2
A121



2 PROJECTION LEVEL REFLECTED CEILING PLAN
A121



1 REFLECTED CEILING PLAN
A121

LEGEND

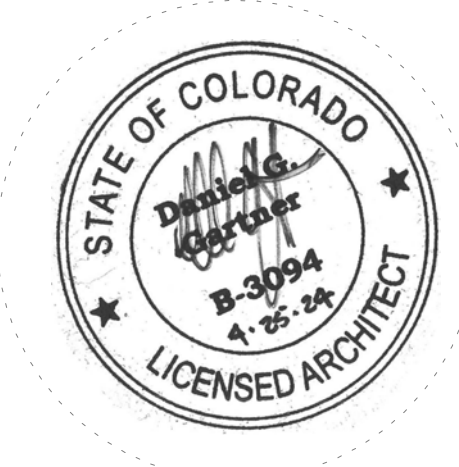
	EXISTING WALL TO REMAIN		EXISTING ITEM TO REMAIN
	NEW WALL		NEW ITEM
	NO WORK THIS AREA		

LEGEND

	GYP BD, PAINT		SURFACE MOUNTED LINEAR LED, RE: ELEC		SUPPLY AIR GRILLE, RE: MECH
	WD BEAD BOARD		RECESSED LINEAR LIGHT, VARIOUS LENGTHS, RE: ELEC		EXHAUST FAN, RE: MECH
	2X2 SUSPENDED ACOUSTIC GRID (APC1 IN ROOMS 103 & 104, APC2 IN 102 & ALL REMAINING AREAS). BALANCE TILE AND GRID AT EDGES IN ROOMS, UNO.		DOWNLIGHT, RE: ELEC		RETURN AIR GRILLE, RE: MECH
	SURFACE MOUNTED EXG LIGHT FIXTURE TO REMAIN		EXTERIOR AND INTERIOR WALL SCONCE, RE: ELEC		EXIT SIGN, INDICATING DIRECTIONAL ARROW & SIGN ORIENTATION, RE: ELEC
			OCCUPANCY SENSOR, RE: ELEC		NOTE: CENTER LIGHT FIXTURES IN SPACE AS SHOWN ON REFLECTED CEILING PLANS WHEN LIGHT FIXTURES ARE NOT DIMENSIONED. (TYP)
			SMOKE DETECTOR, RE: ELEC		



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CONSTRUCTION DOCUMENTS

DATE: 4/26/2024 SHEET NO:

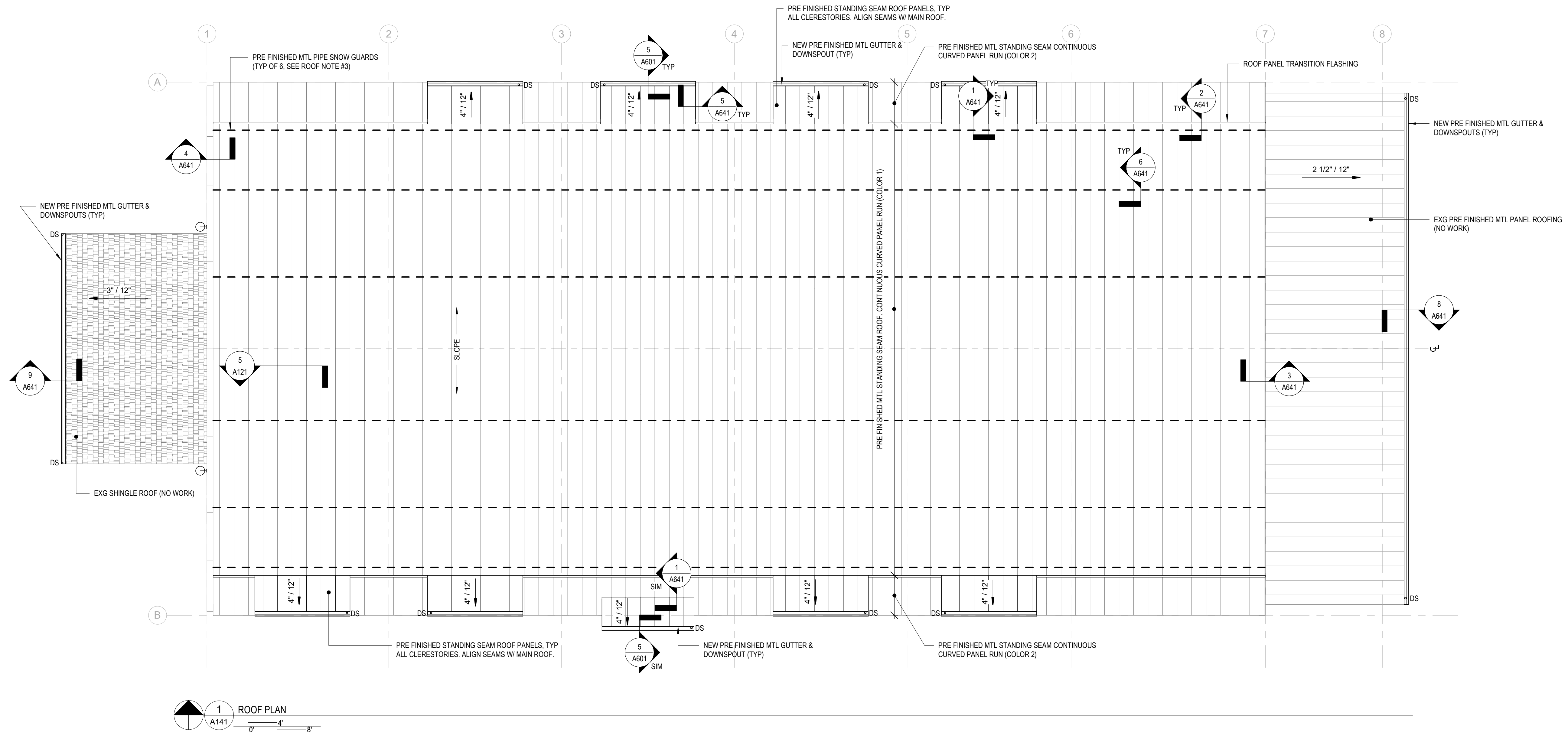
PROJECT NO: 2130 **A121**

GENERAL ROOF NOTES

- 1. SLOPE ALL GUTTERS TO DOWNSPOUTS MINIMUM 1/16 INCH PER FOOT.
- 2. PROVIDE POSITIVE SLOPE ON ALL ROOF AREAS. NO STANDING WATER IS ACCEPTABLE.
- 3. SNOW GUARD QUANTITY & LOCATION TO BE BY MANUFACTURER'S DELEGATED DESIGN PROFESSIONAL & REVIEWED BY ARCHITECT.



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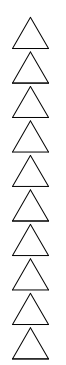
1 ROOF PLAN
 A141

**COLLBRAN
 AUDITORIUM
 REPAIR**

COLLBRAN, COLORADO

ROOF PLAN

NO: ISSUED FOR: DATE:



PROJECT STATUS:
 CONSTRUCTION DOCUMENTS

DATE:
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PROJECT NO:
 2130 **A141**

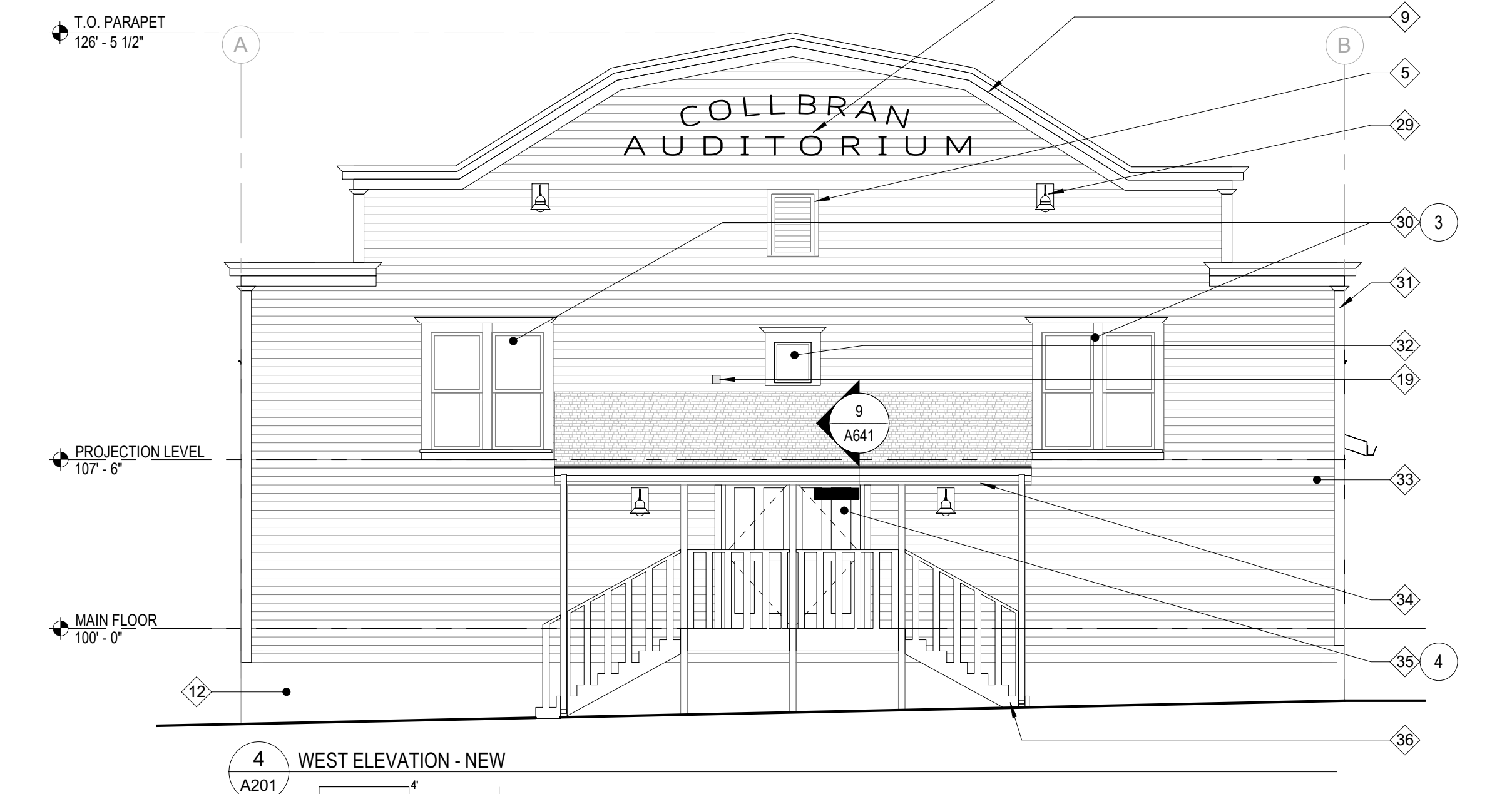
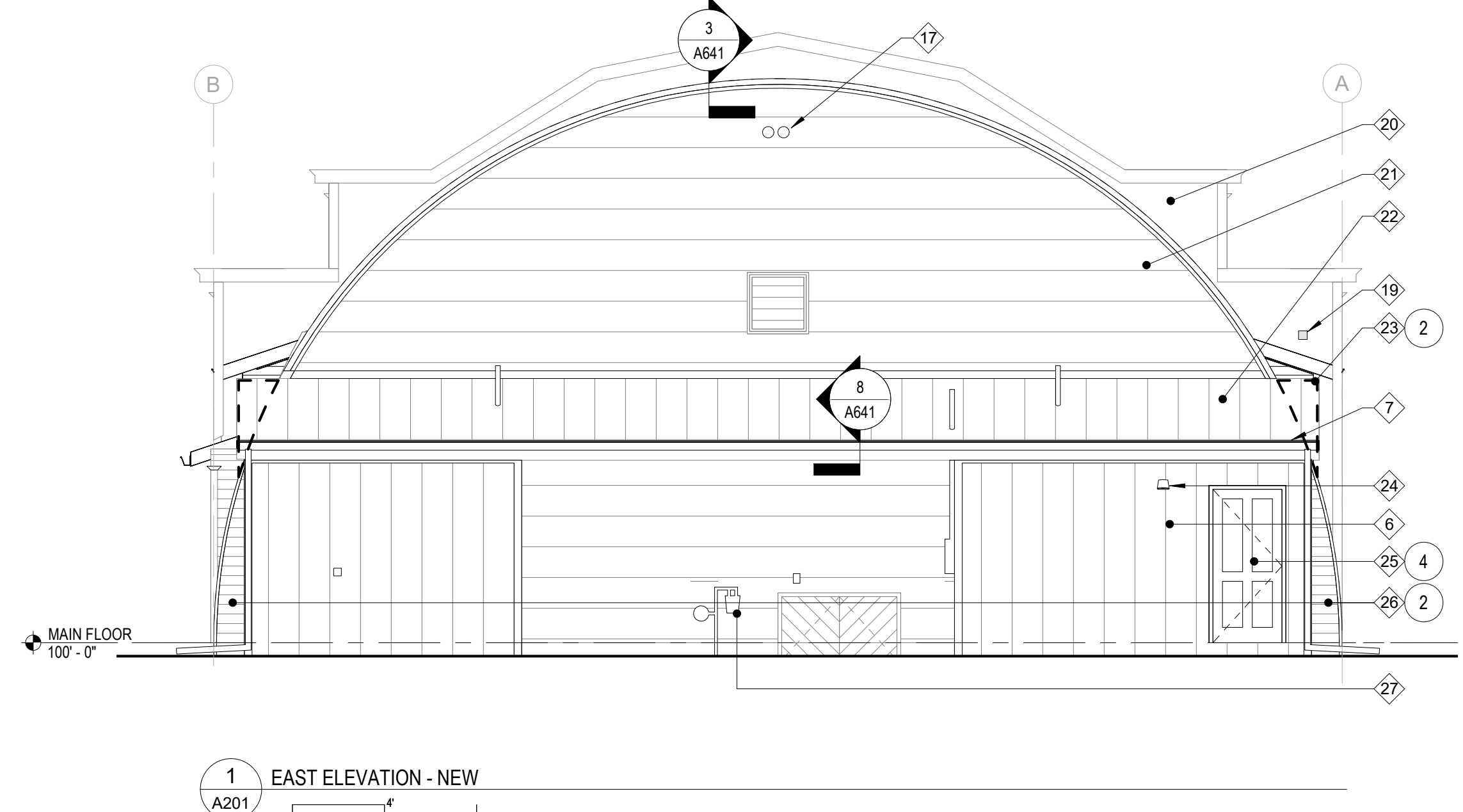
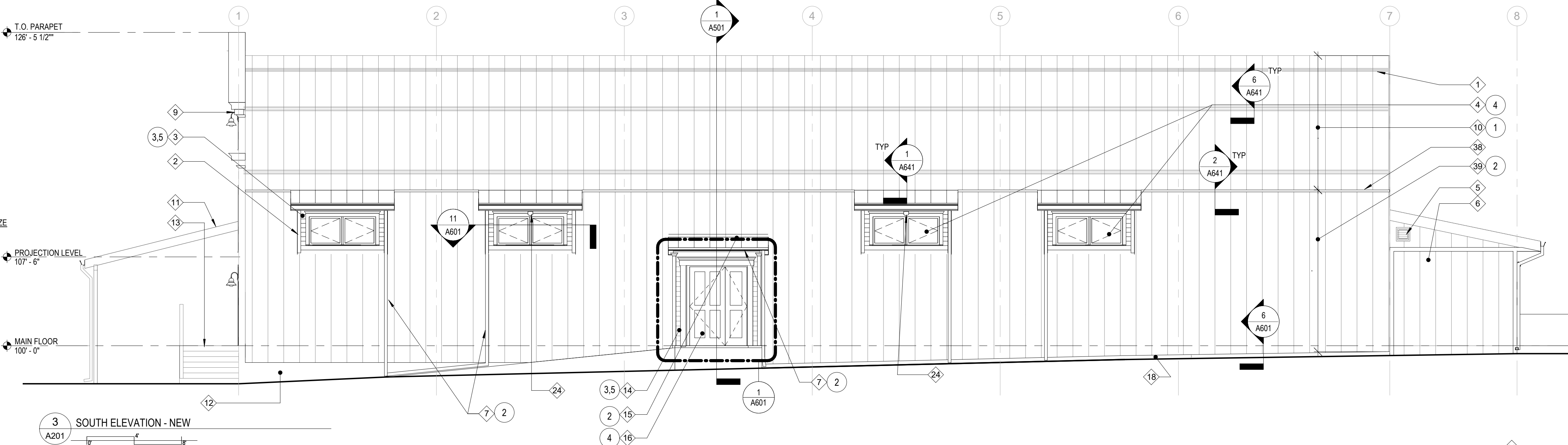
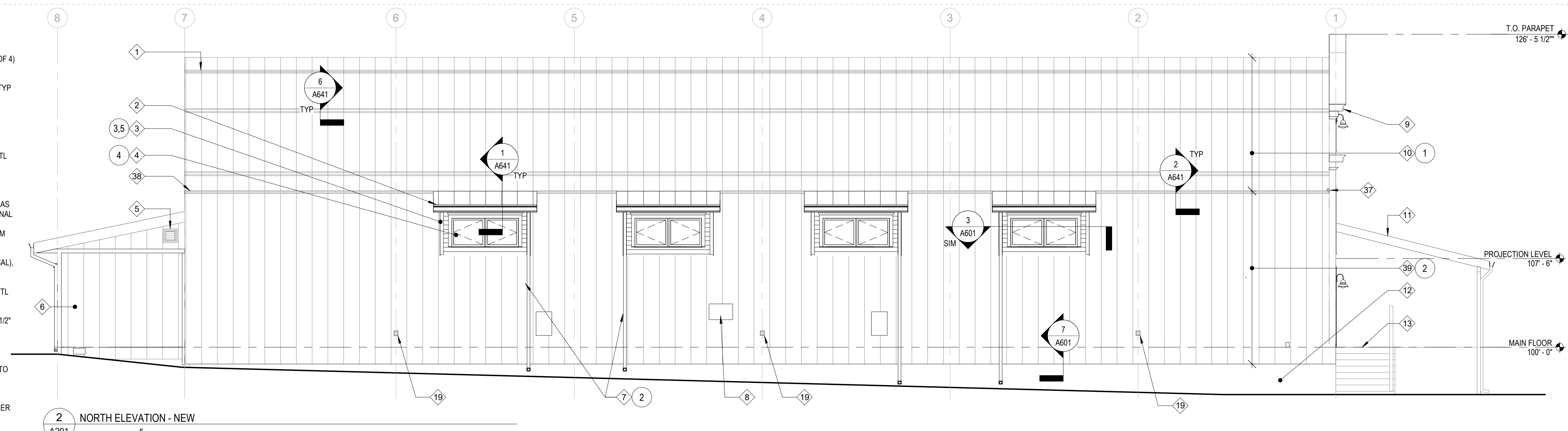
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EXTERIOR ELEVATION KEYNOTES

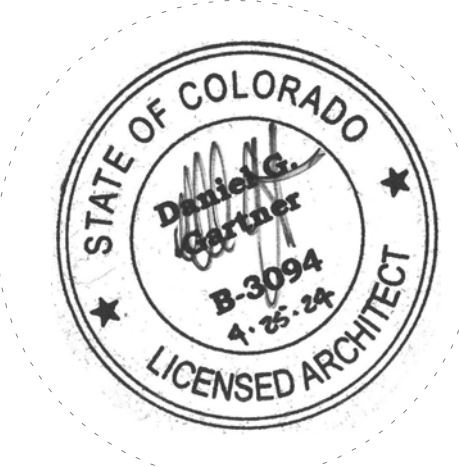
1. SNOW GUARDS (TYP OF 3, EXACT QUANTITY PENDING DELEGATED MANUFACTURER DESIGN)
2. RE-FRAME CLERESTORY BUMP-OUTS & OVERHANDS (TYP OF 4)
3. REINSTALL EXG DROP SIDING & TRIM SALVAGED FROM PREVIOUS PHASE
4. NEW ALUM CLAD WD CLERESTORY CASEMENT WINDOWS (TYP OF 4)
5. EXG ATTIC LOUVER (NO WORK)
6. EXG-11 SIDING & TRIM (NO WORK)
7. NEW PRE FINISHED MTL GUTTERS AND DOWNSPOUTS
8. COORDINATE W/ OWNER TO REINSTALL SALVAGED SIGNS
9. WEST FACADE CORNICE (NO WORK)
10. MECHANICALLY SEALED STANDING SEAM PRE FINISHED MTL ROOF
11. ENTRY CANOPY, BYD (NO WORK)
12. CONC FOUNDATION (NO WORK)
13. ENTRY STAIRS, BYD (NO WORK)
14. EXG WOOD DROP SIDING ENTRY PROTRUSION, REINSTALL AS MUCH OF SALVAGED SIDING & TRIM AS POSSIBLE. ADDITIONAL NEW SIDING & TRIM TO MATCH EXG
15. NEW ENTRY CANOPY W/ PRE FINISHED MTL STANDING SEAM ROOF TO MATCH FORM OF CLERESTORY OVERHANGS & HISTORIC PHOTOS
16. NEW ALUM CLAD WD DOUBLE ENTRY DOORS (ASYMMETRICAL), (4) PANEL VERTICAL STYLE
17. FURNACE VENTS, RE, MECH
18. CONCRETE FACED PERIMETER INSULATION PANELS BLW MTL WALL PANELS
19. QUAD POWER OUTLET, EXTERIOR RATED, RE, ELEC
20. LAP NEW ROOF FLASHING UP TO PARAPET, PROVIDE NEW 1/2" EXT PARAPET SHEATHING ON EXG FRMG
21. EXG LAP ASPHALT SIDING (NO WORK)
22. EXG PRE FINISHED MTL PANEL ROOFING (NO WORK)
23. INFILL WD 2x FRMG @ 16" O.C. @ EXPOSED ATTIC. PROVIDE SHEATHING, WEATHER BARRIER & WD DROP SIDING & TRIM TO MATCH EXG, EA SIDE (PNT)
24. NEW LIGHT FIXTURE, RE, ELEC.
25. NEW ALUM CLAD WD DOOR & FRAME, (4) PANEL
26. NEW WD DROP SIDING TO MATCH EXG ON WEATHER BARRIER (PNT)
27. EXG GAS METER (NO WORK)
28. NEW CAST ALUM LETTERS TO MATCH HISTORIC PHOTOS
29. NEW EXTERIOR LIGHT FIXTURES (TYP OF 4), RE, ELEC.
30. EXG WD DOUBLE HUNG WINDOWS, REPAIR TO MAKE FUNCTIONAL & WATERTIGHT (PRIME & PNT)
31. EXG WD CORNER TRIM (NO WORK)
32. EXG WINDOW (NO WORK)
33. EXG WD DROP SIDING (NO WORK)
34. EXG CANOPY (NO WORK)
35. NEW ALUM CLAD WD DOUBLE ENTRY DOORS, (4) PANEL VERTICAL STYLE W/ NEW WD TRIM (PNT)
36. EXG STAIRS, LANDING & RAIL (NO WORK)
37. QUAD POWER OUTLET ATTACHED TO BACK OF PARAPET, EXTERIOR RATED, RE, ELEC
38. HORIZONTAL PRE FINISHED MTL TRANSITION FLASHING TO MATCH MTL WALL PANELS BLW
39. SNAP SEAM STANDING SEAM MTL WALL PANELS

COLOR / MATERIAL LEGEND

1. PRE FINISHED METAL - **COLOR #1**
2. PRE FINISHED METAL - **COLOR #2**
3. EXISTING / NEW WOOD TRIM PAINT - **FRENCH ROAST**
4. CLAD WOOD WINDOWS & DOORS EXTERIOR - **AGED BRONZE**
5. EXISTING / NEW WOOD SIDING - **NETSUKE**



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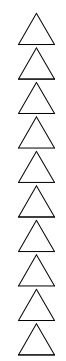


COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

EXTERIOR ELEVATIONS

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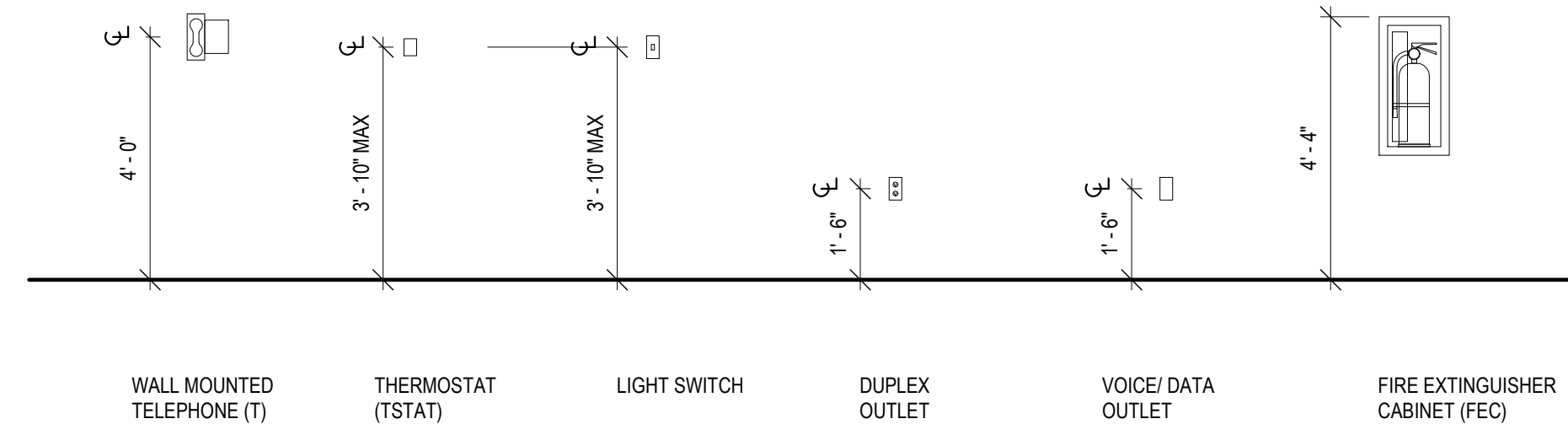
PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE: 4/26/2024 SHEET NO:

PROJECT NO: 2130 **A201**

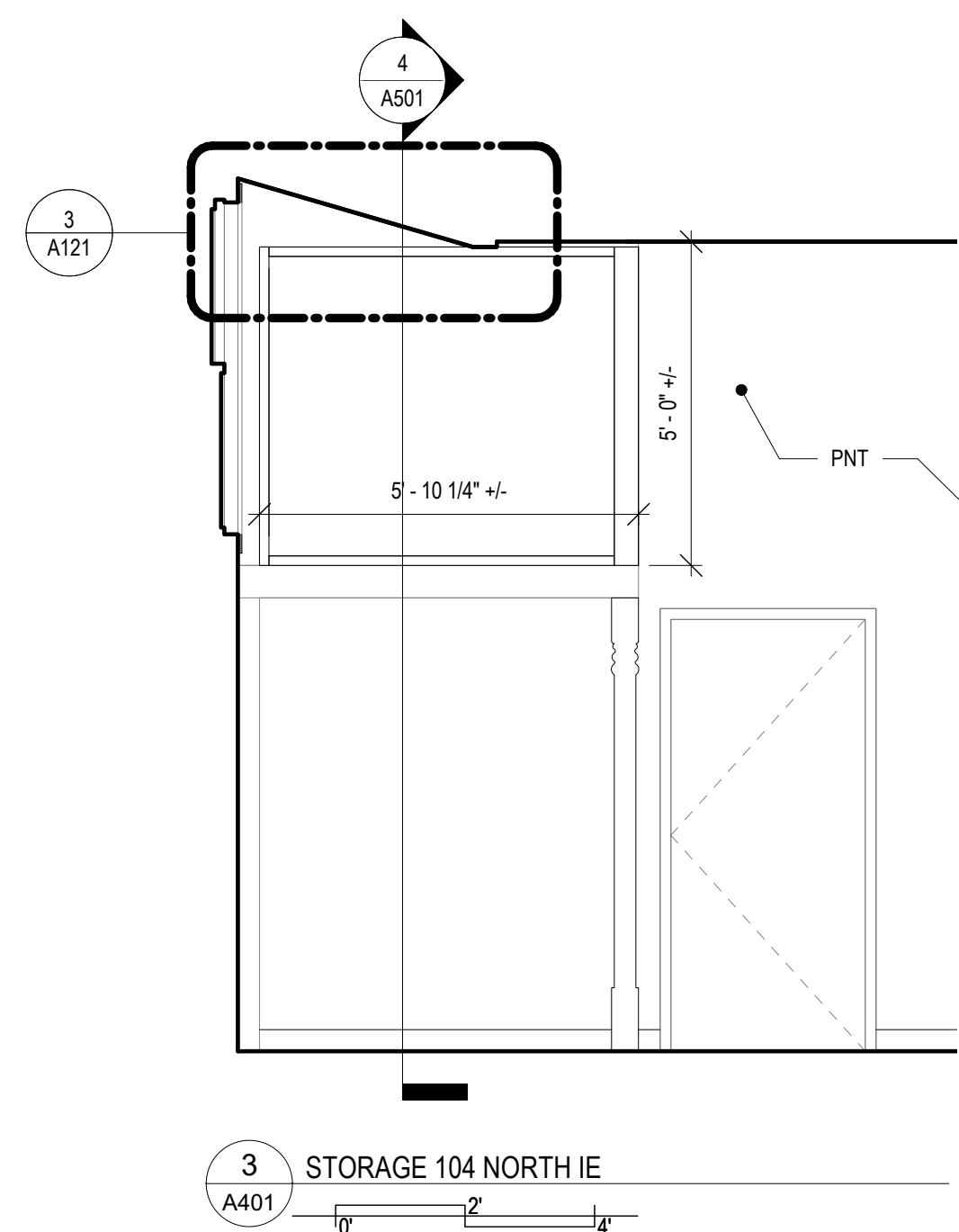


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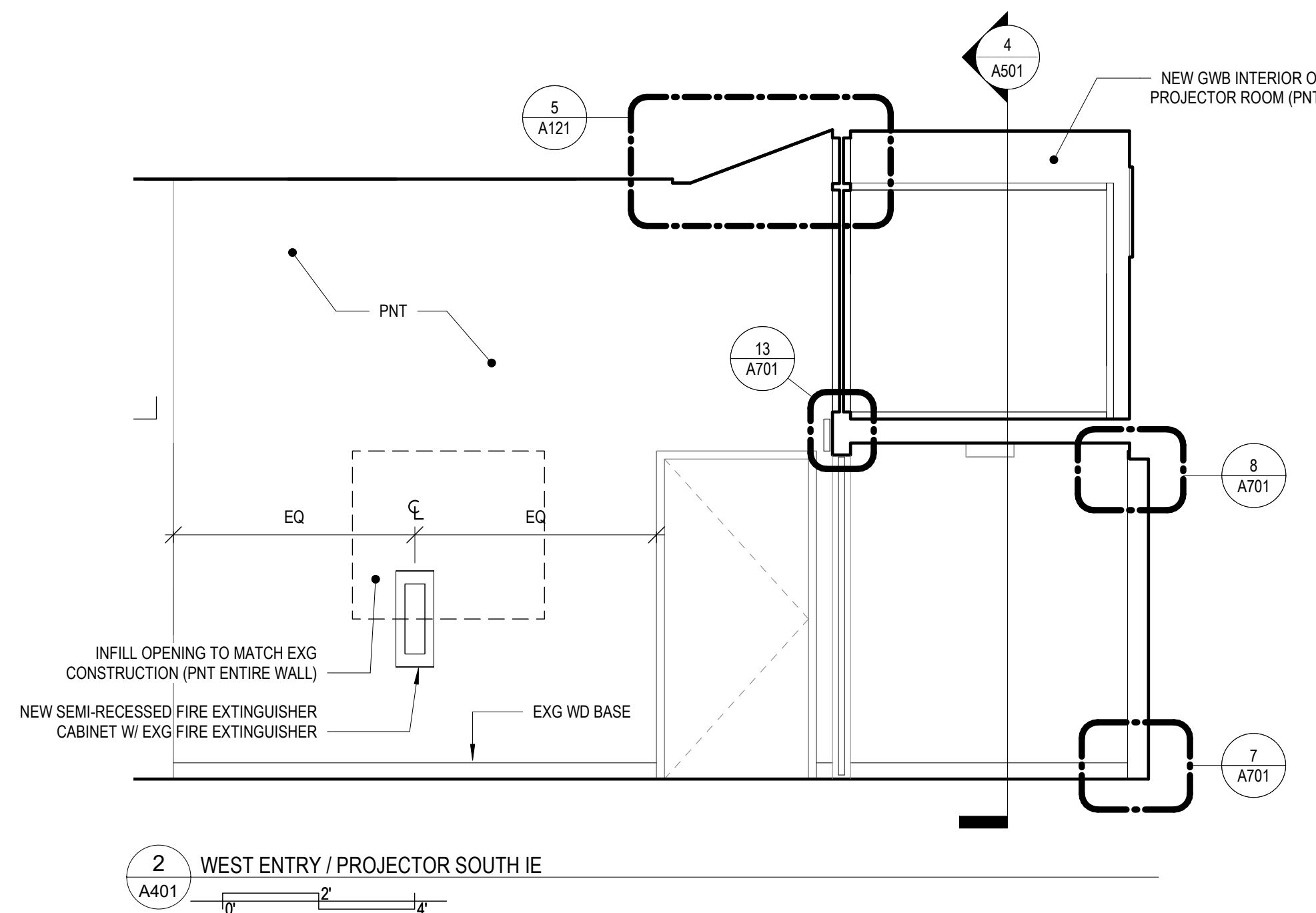


4 TYPICAL ELEVATION HEIGHTS

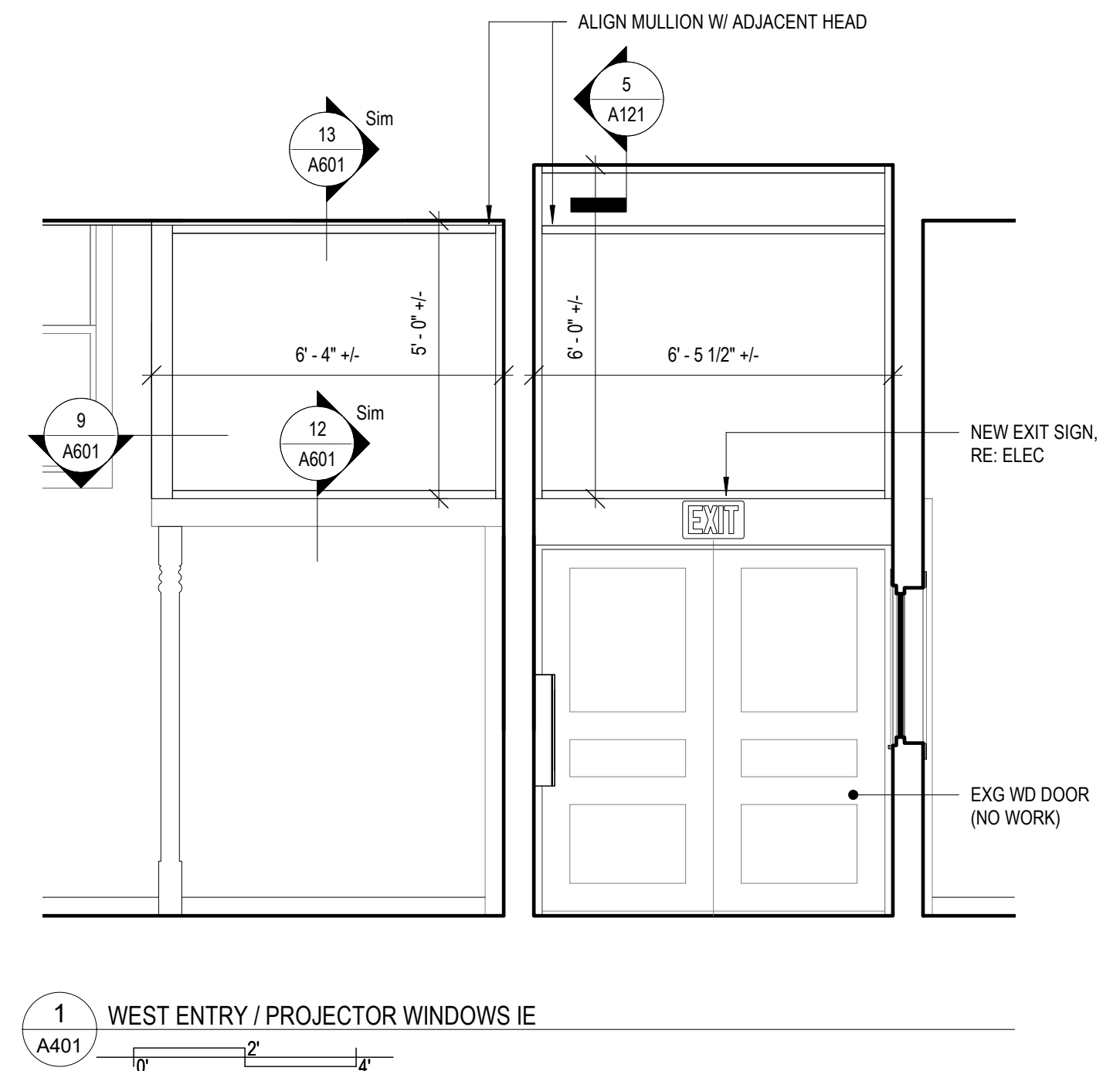
NOTE: PROVIDE TREATED WD BLOCKING AT ALL WALL MOUNTED ACCESSORIES



3 STORAGE 104 NORTH IE



2 WEST ENTRY / PROJECTOR SOUTH IE



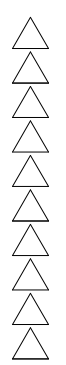
1 WEST ENTRY / PROJECTOR WINDOWS IE

COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

INTERIOR ELEVATIONS

NO: ISSUED FOR: DATE:



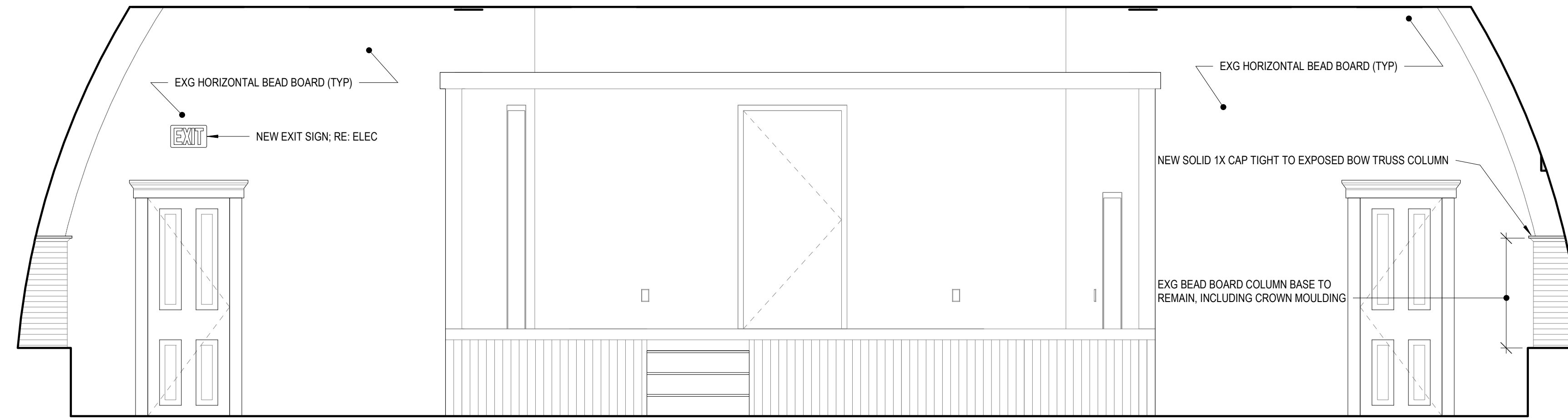
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CONSTRUCTION DOCUMENTS

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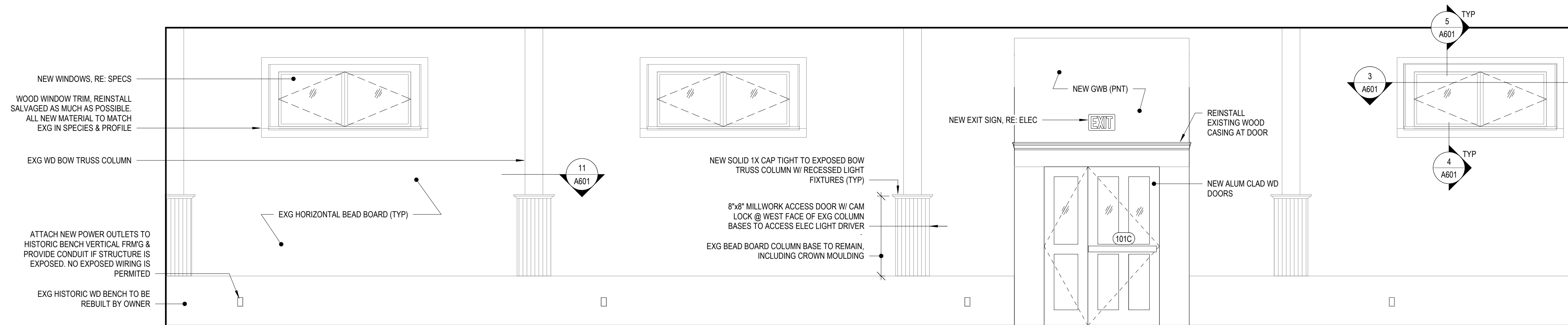
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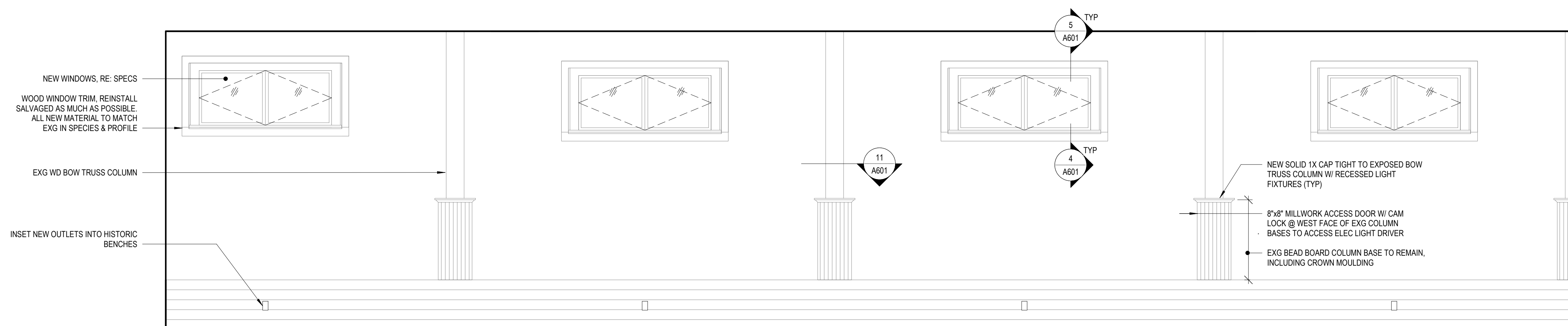
A401



2 ASSEMBLY HALL 106 EAST IE
A402



3 ASSEMBLY HALL 106 SOUTH IE
A402



1 ASSEMBLY HALL 106 NORTH IE
A402



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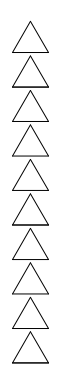


COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

INTERIOR ELEVATIONS

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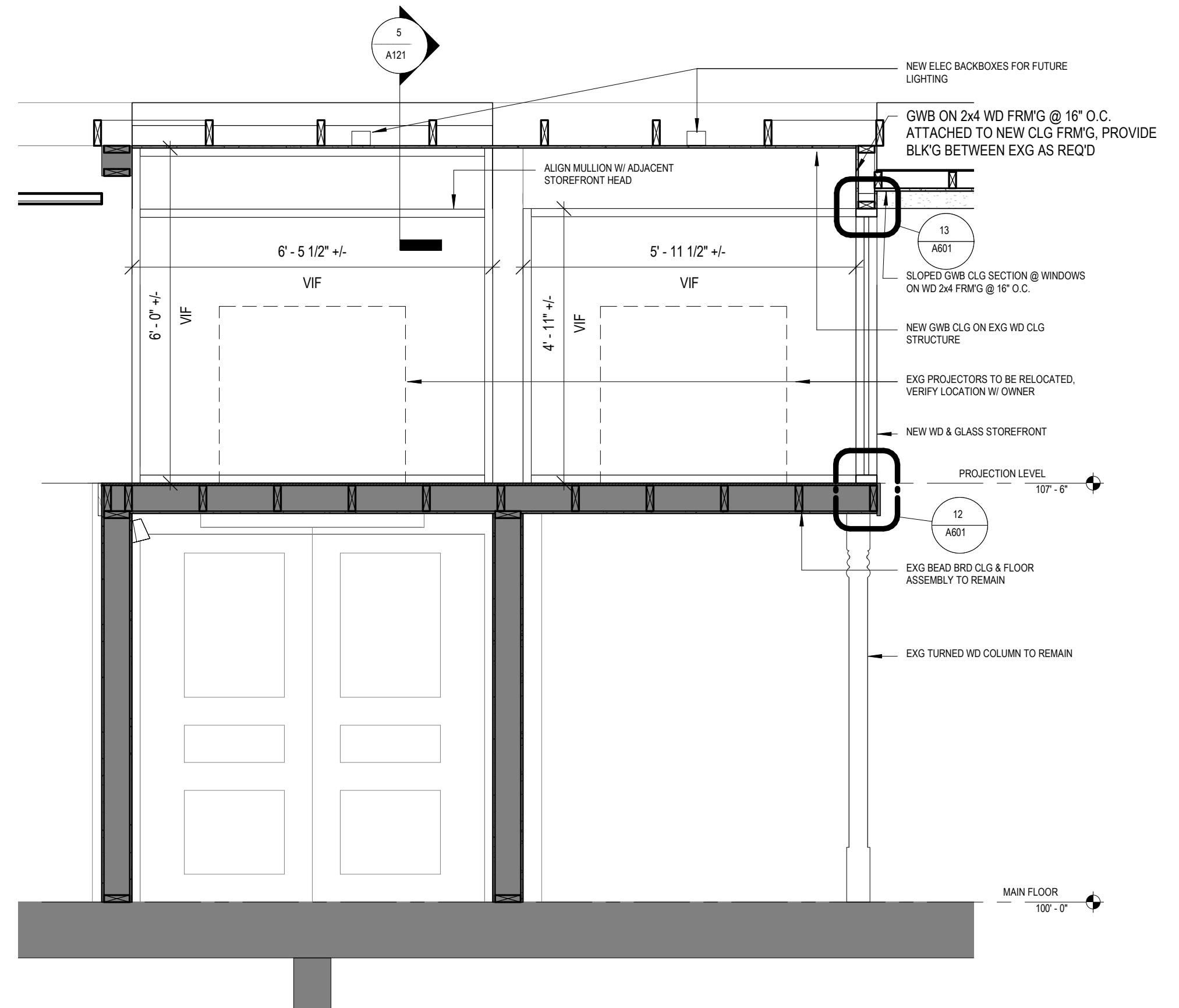
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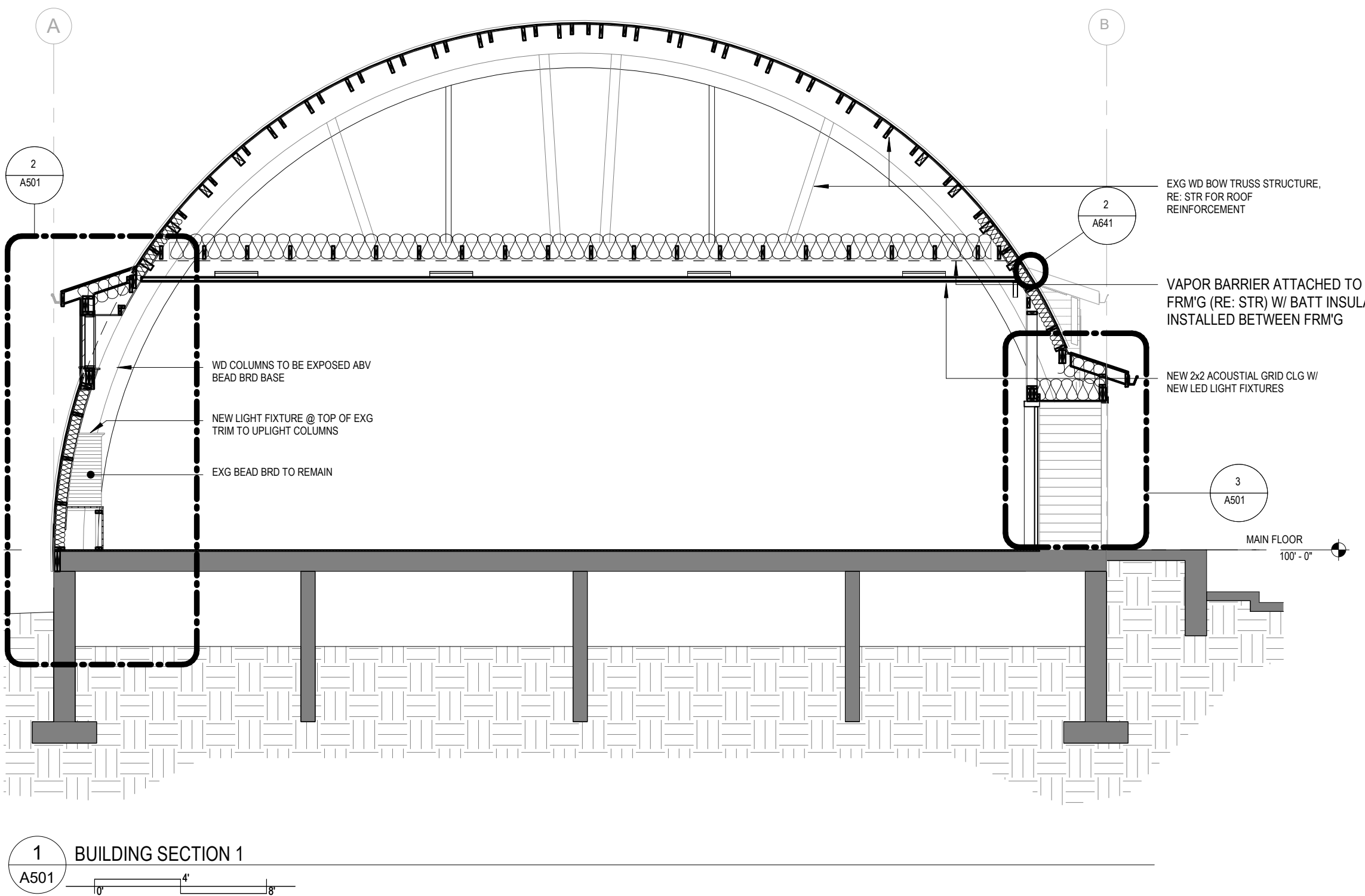
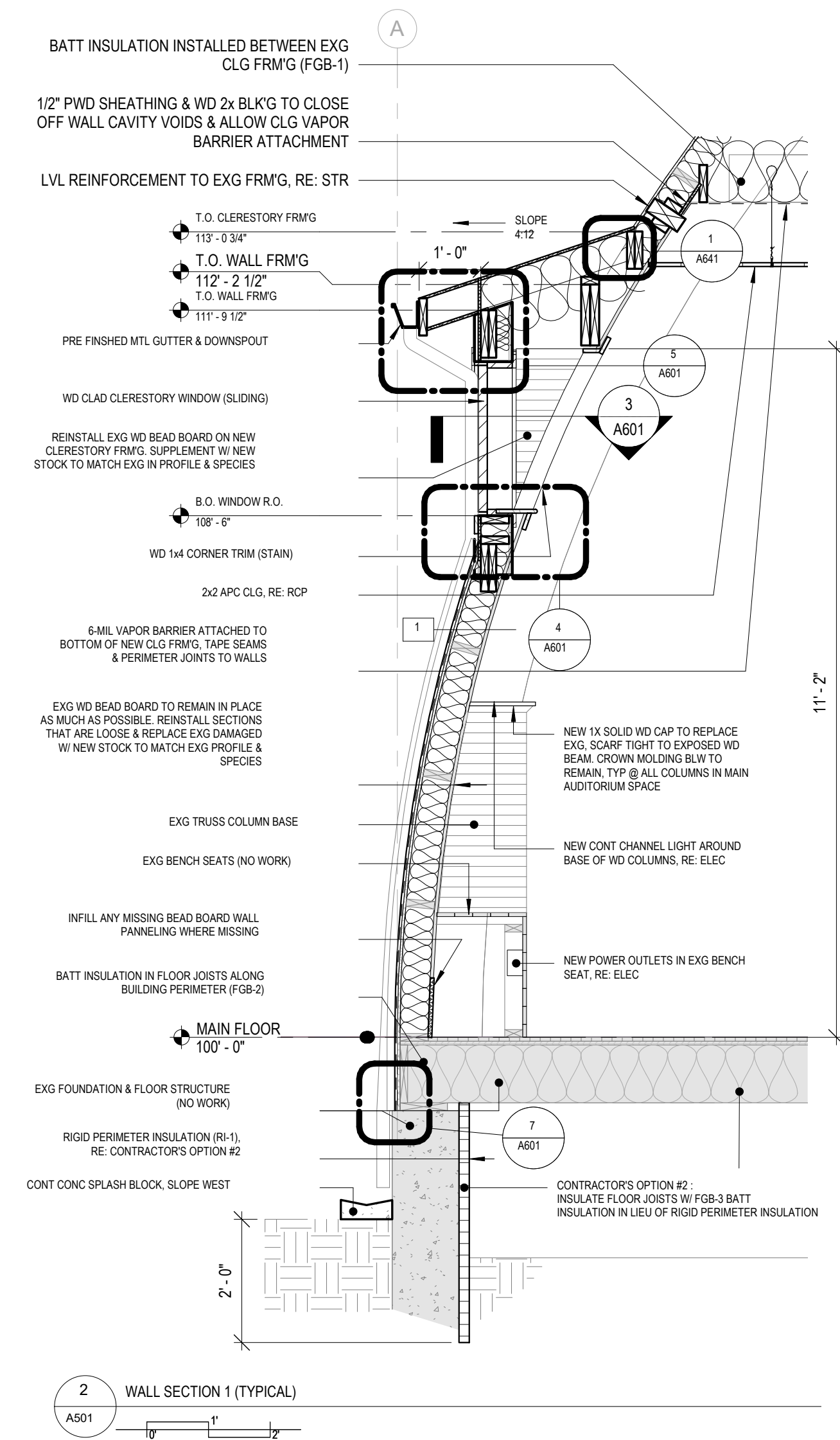
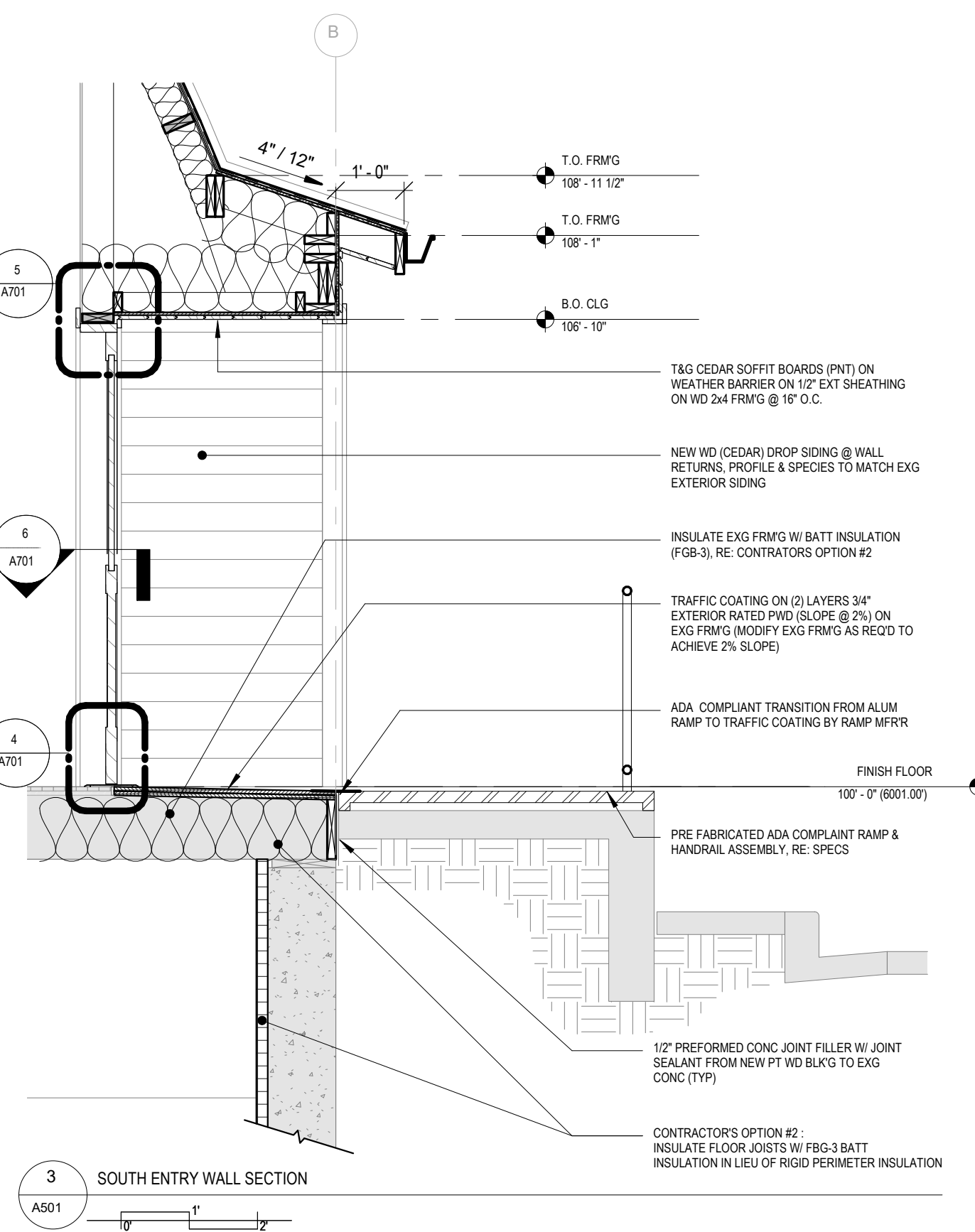
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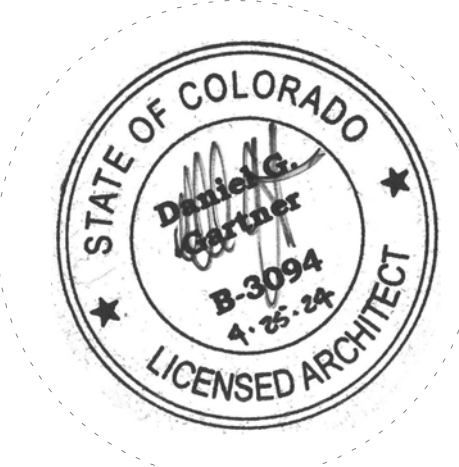
A402



4 PROJECTION ROOM SECTION
A501



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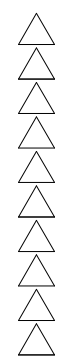


COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

BUILDING & WALL SECTIONS

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DATE:

4/26/2024

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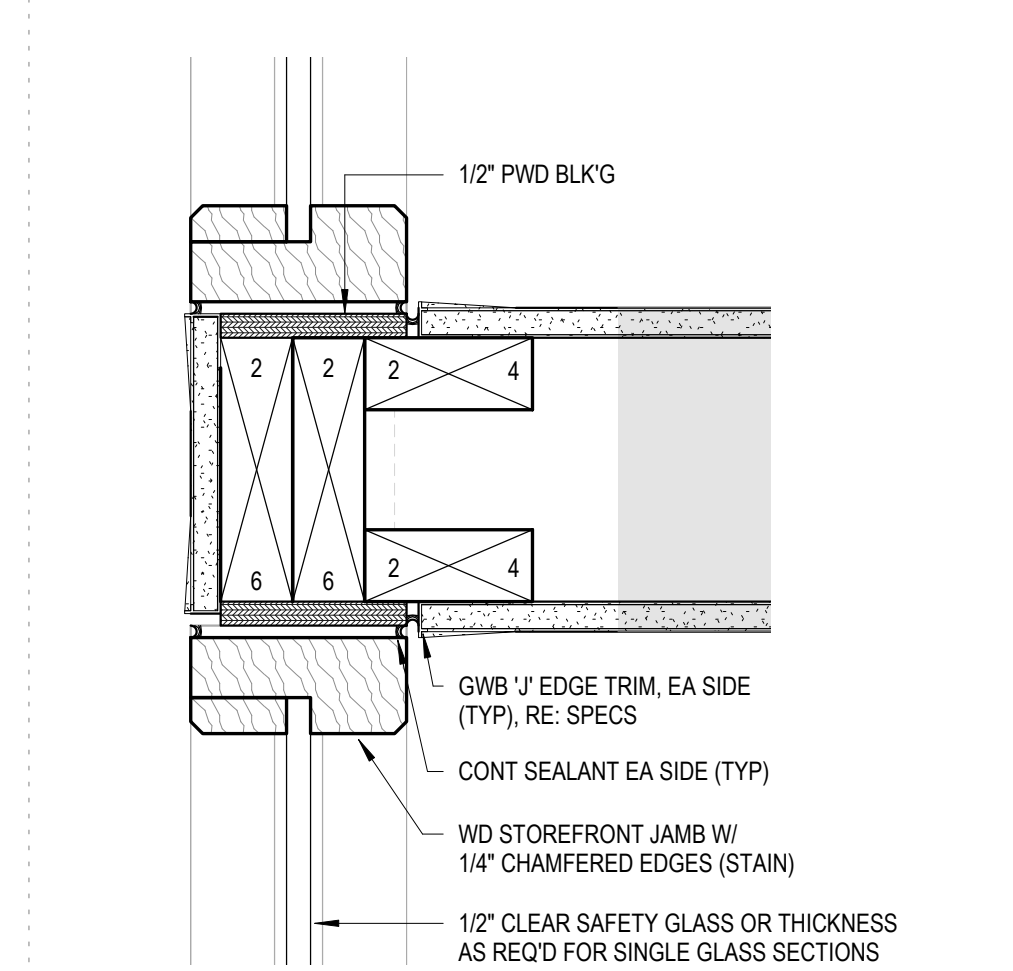
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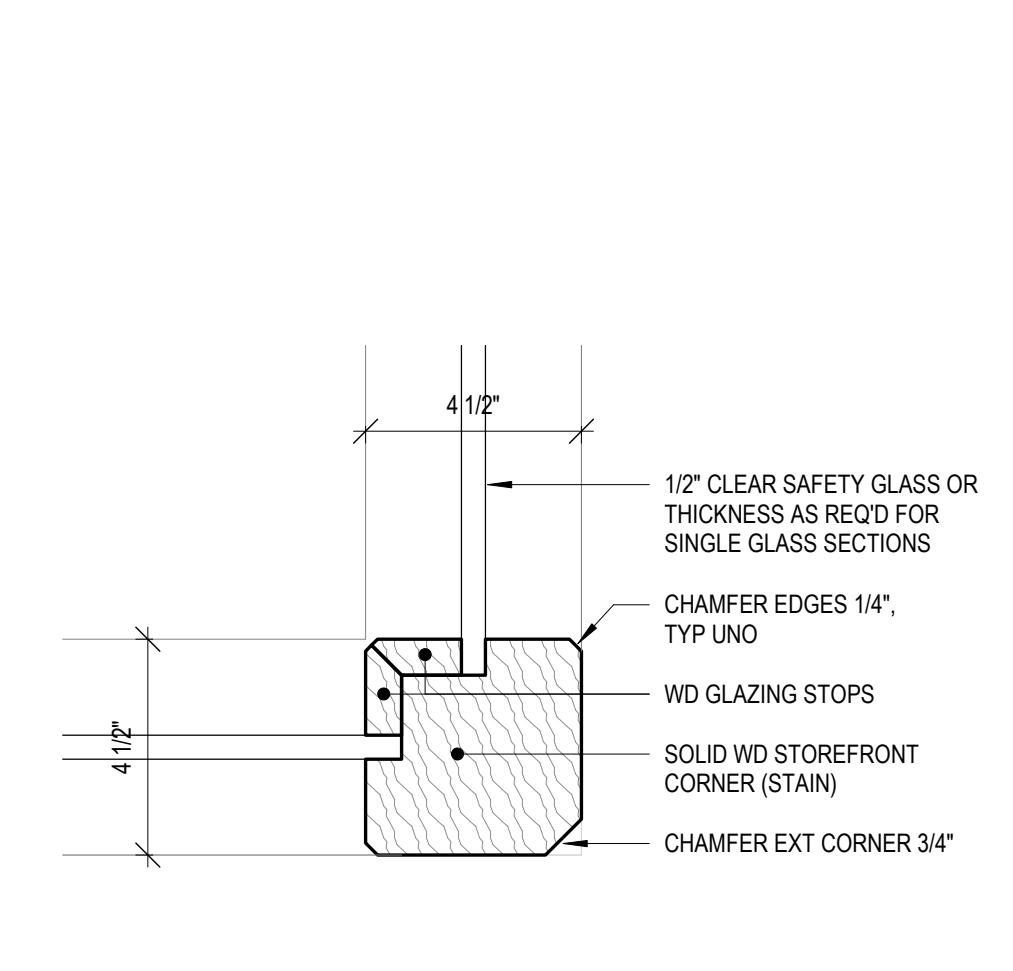
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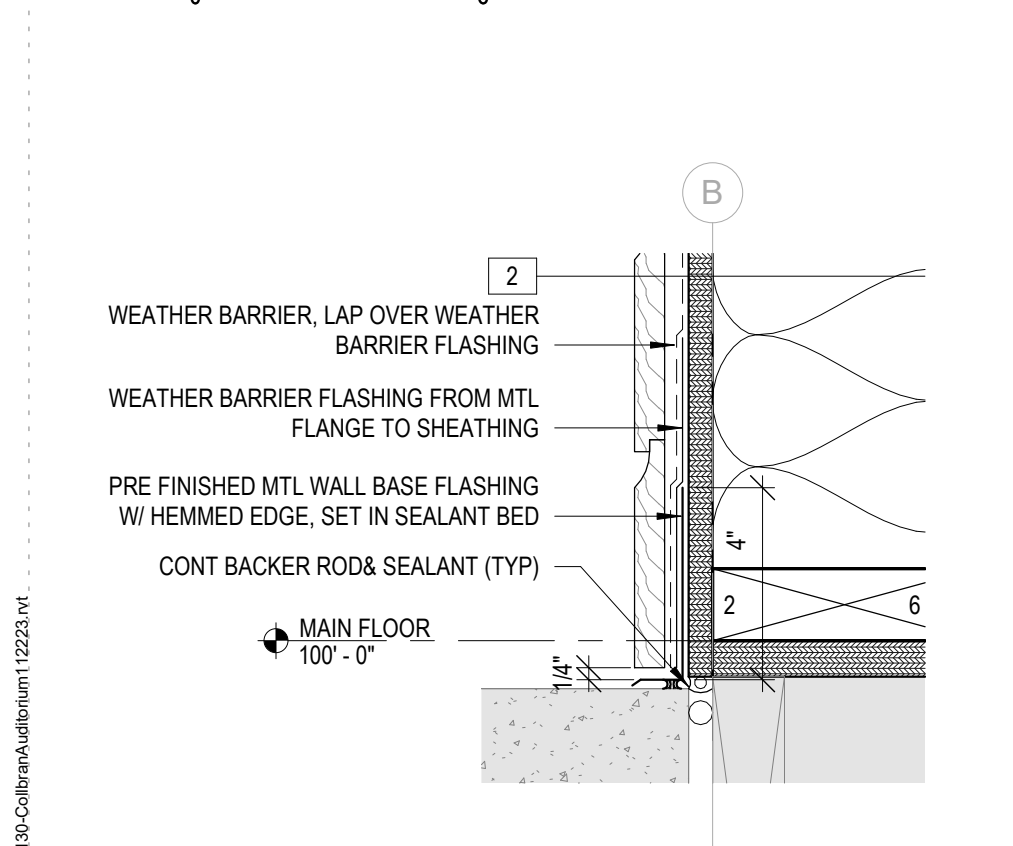
13 WOOD STOREFRONT HEAD DETAIL
A601



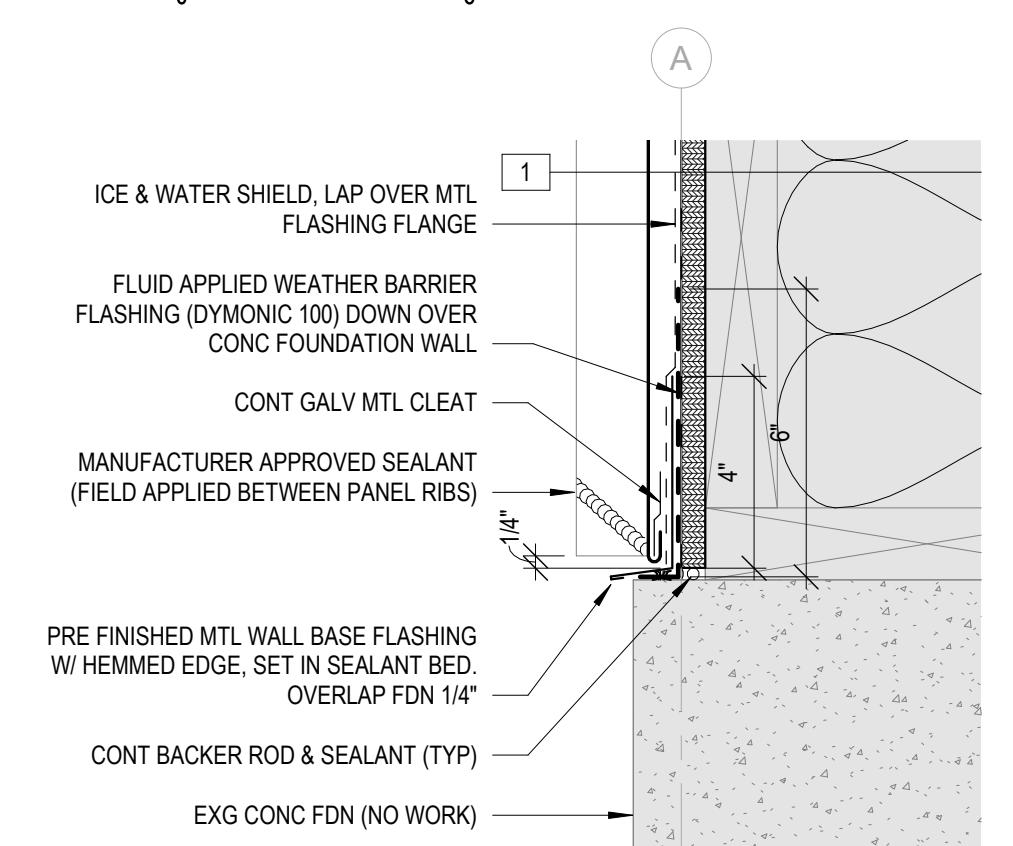
12 WOOD STOREFRONT SILL DETAIL
A601



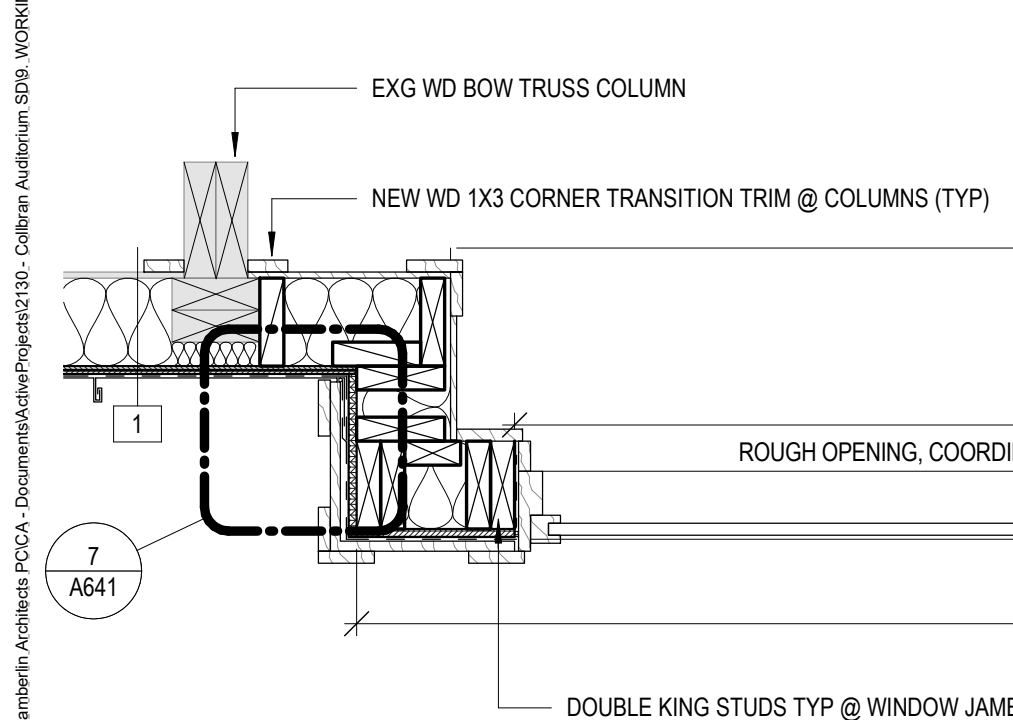
10 WINDOW JAMB DETAIL @ WALL
A601



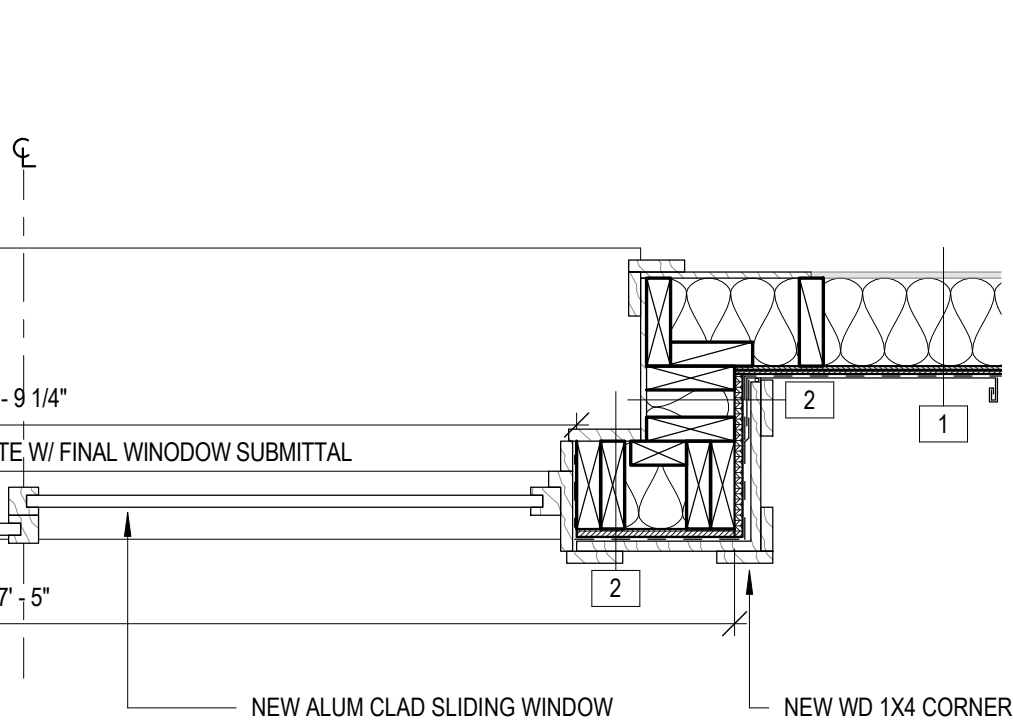
9 WINDOW CORNER DETAIL
A601



8 WALL BASE @ GRADE DETAIL
A601



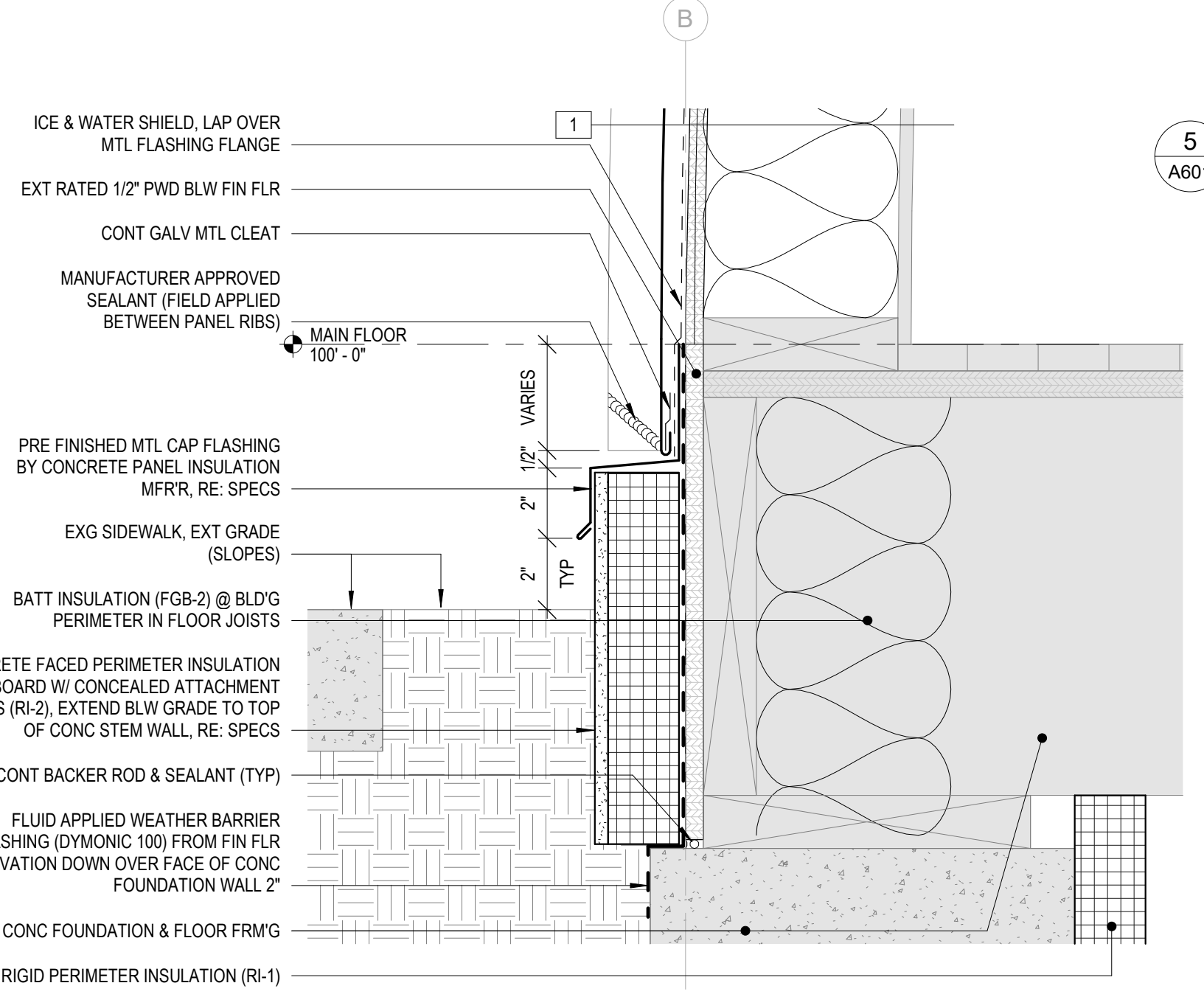
7 METAL PANELS TO FOUNDATION DETAIL
A601



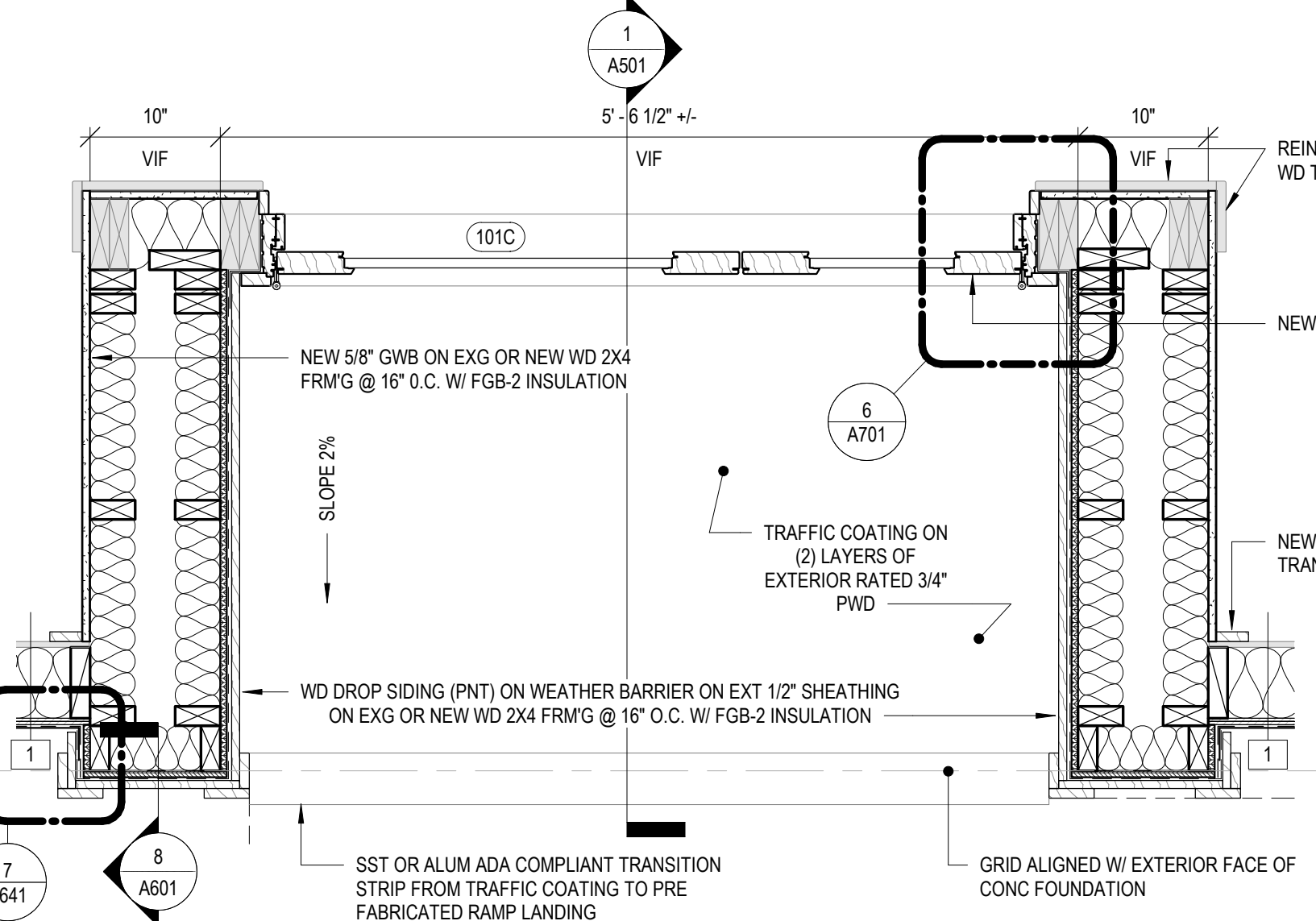
3 CLERESTORY PLAN DETAIL
A601



11 BOW TRUSS COLUMN SECTION
A601



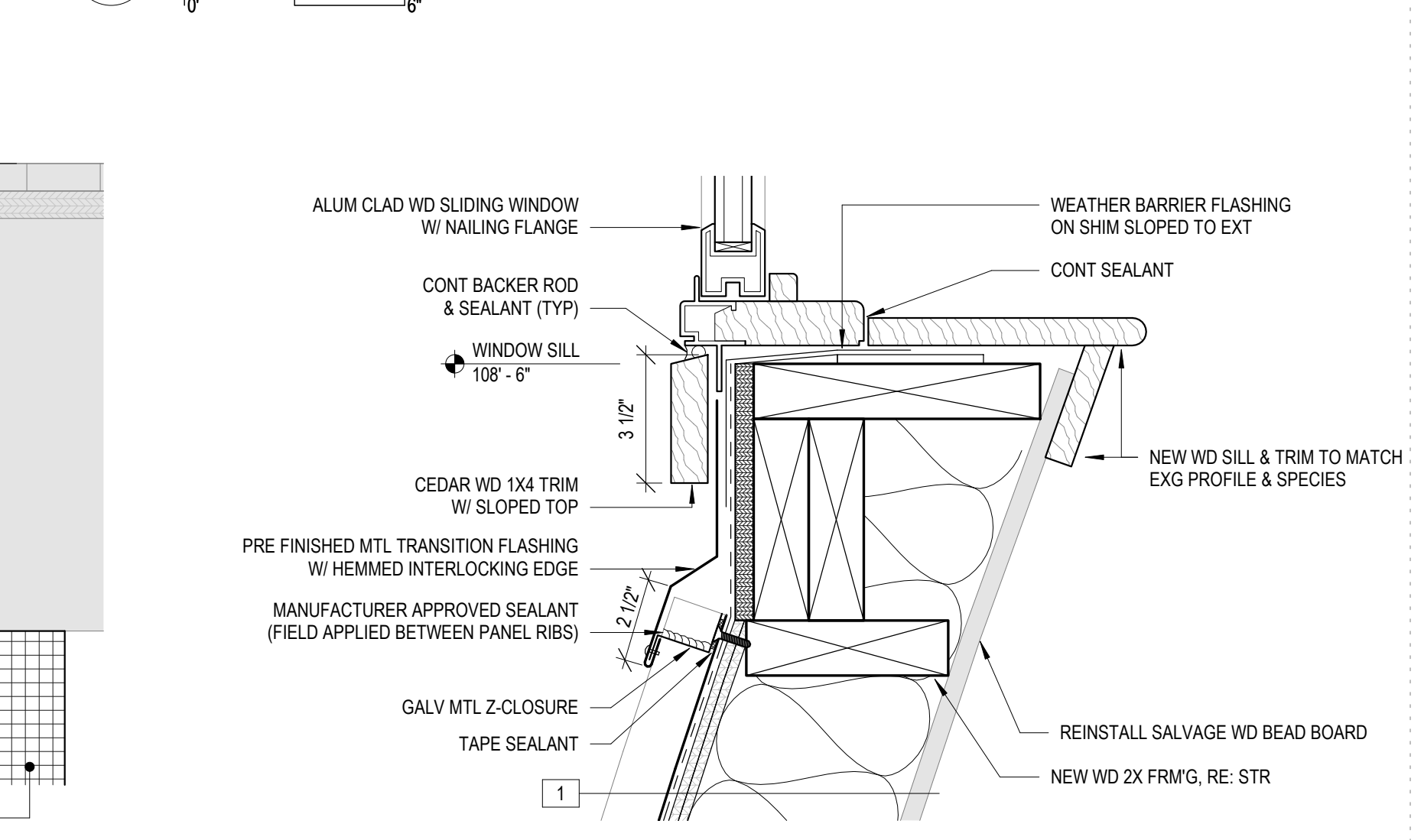
6 METAL PANELS @ GRADE DETAIL
A601



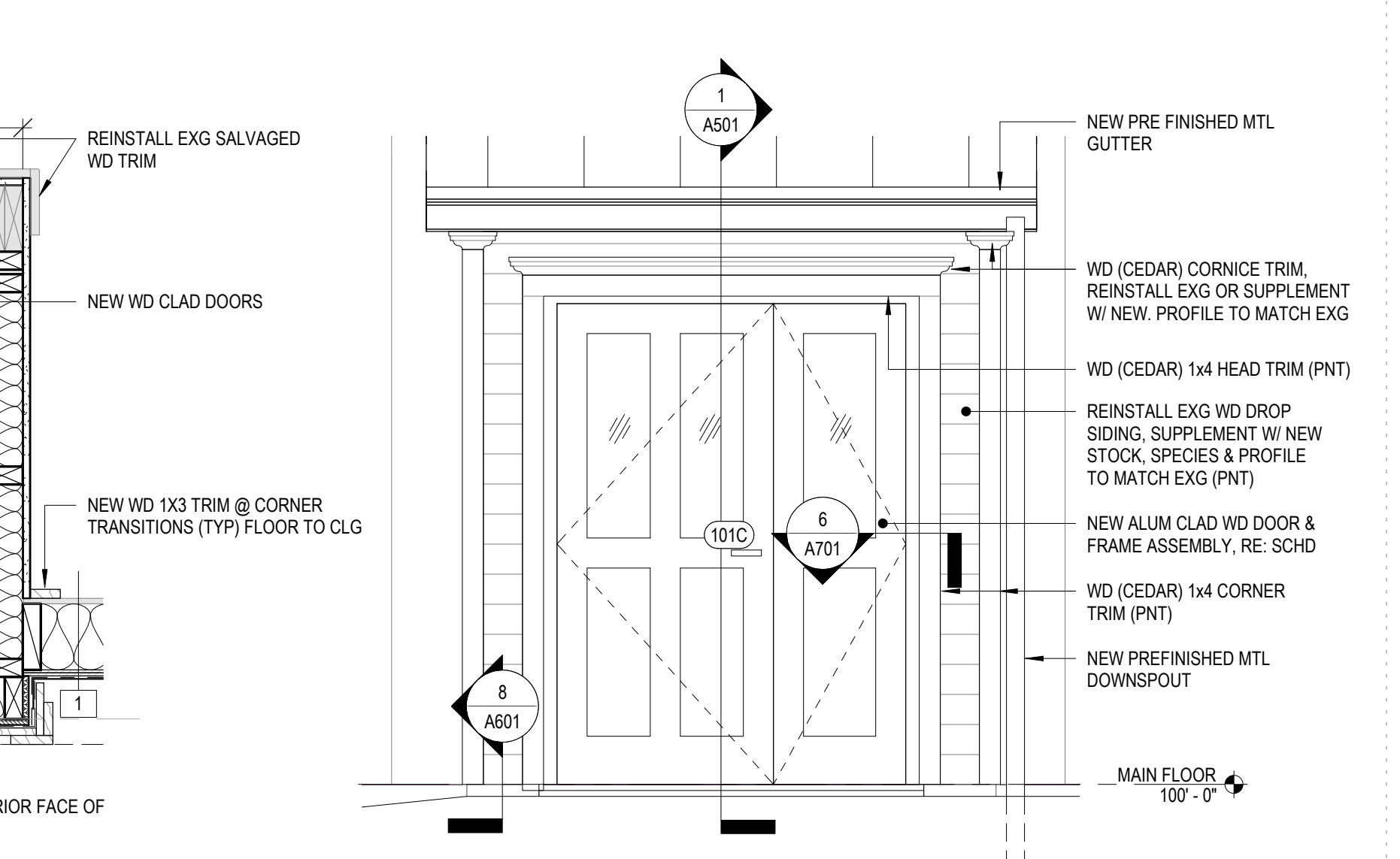
2 SOUTH ENTRY ENLARGED FLOOR PLAN
A601



5 WINDOW HEAD & CLERESTORY OVERHANG DETAIL
A601



4 WINDOW SILL DETAIL
A601



1 SOUTH ENTRY DOOR ENLARGED ELEVATION
A601



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ARCHITECTURAL DETAILS

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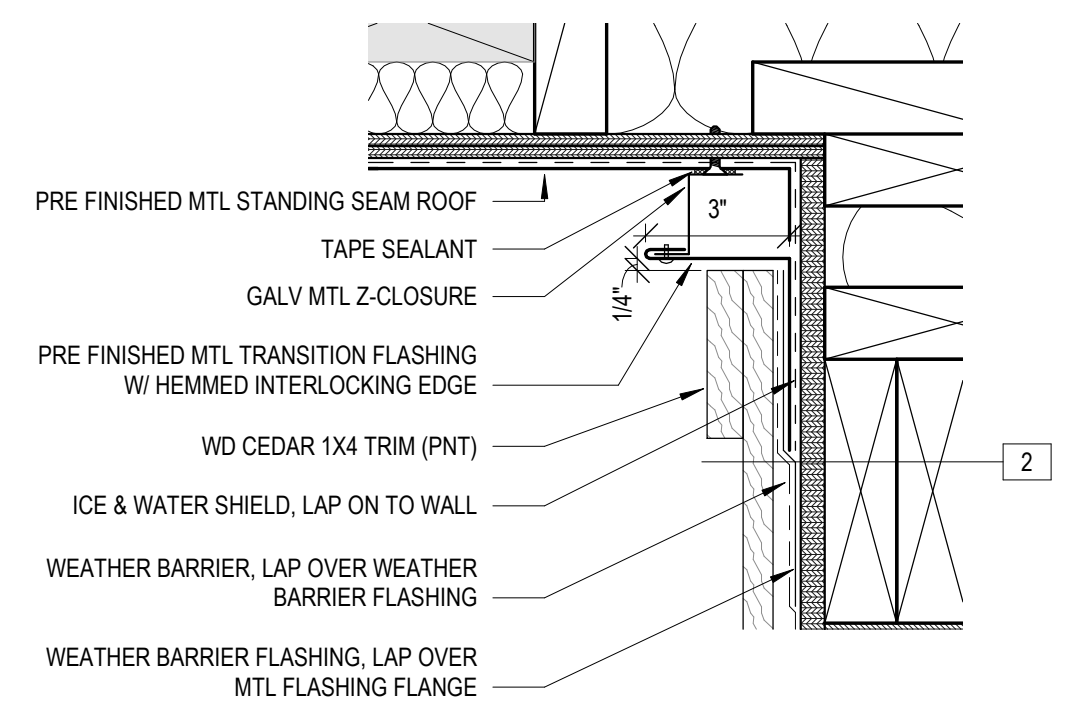
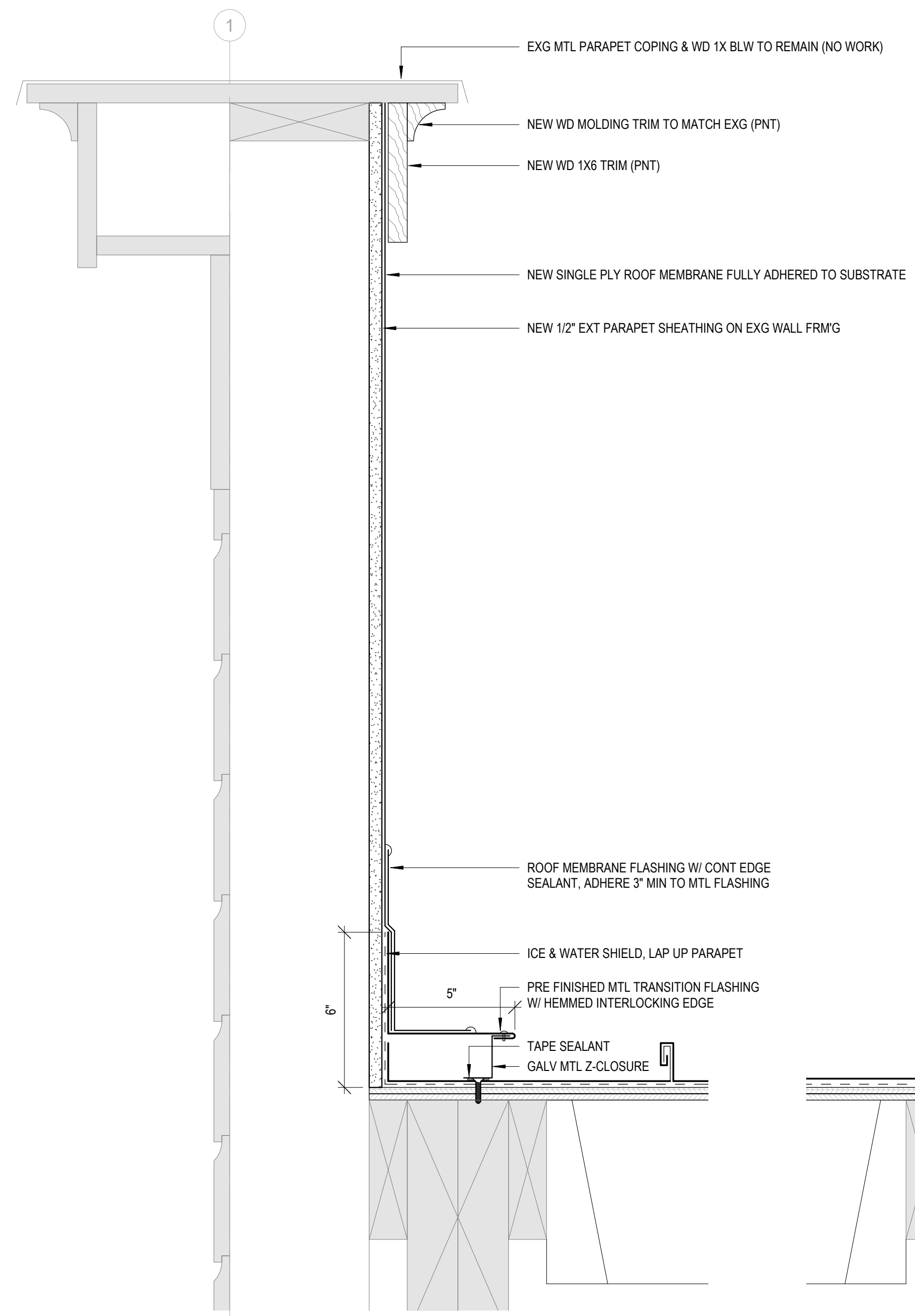


PROJECT STATUS: CONSTRUCTION DOCUMENTS

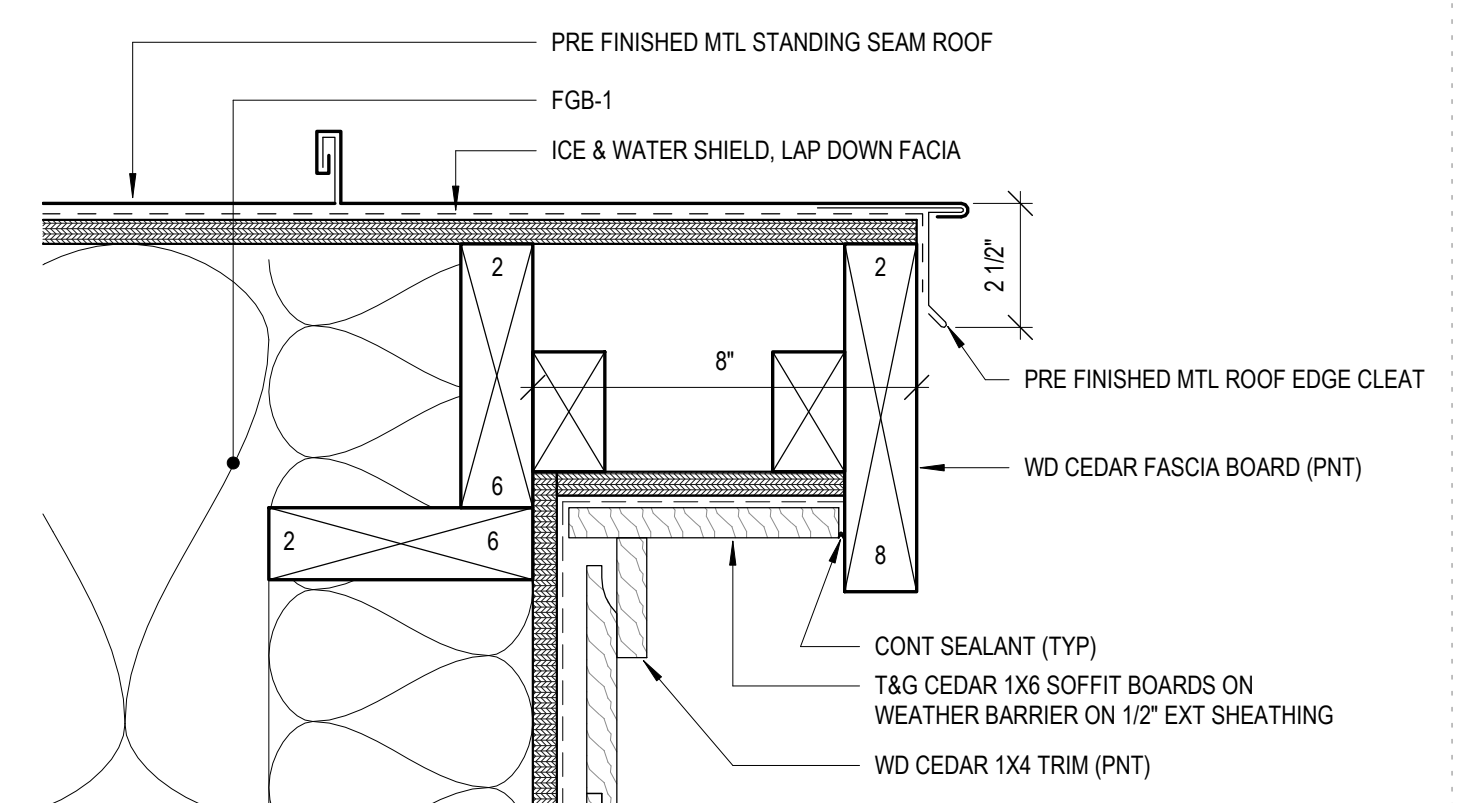
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PROJECT NO: 2130 A601

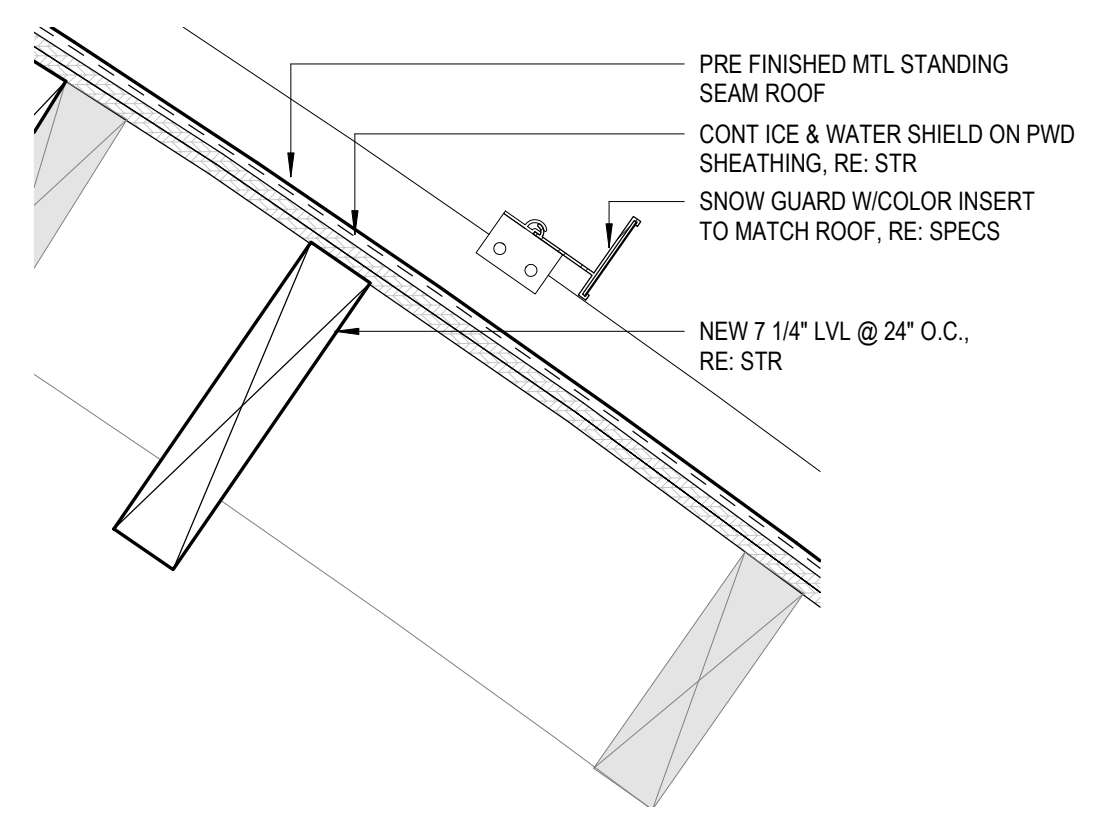
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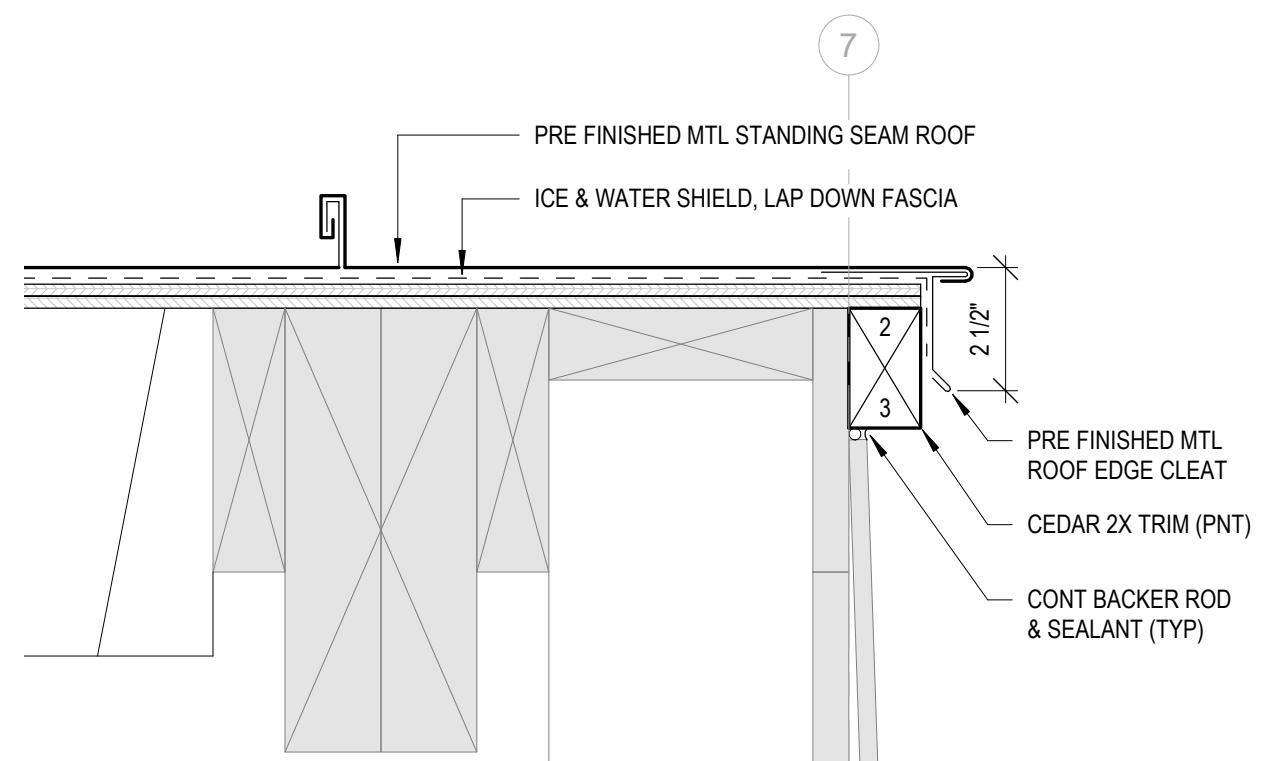
7 CLERESTORY FLASHING DETAIL
A641



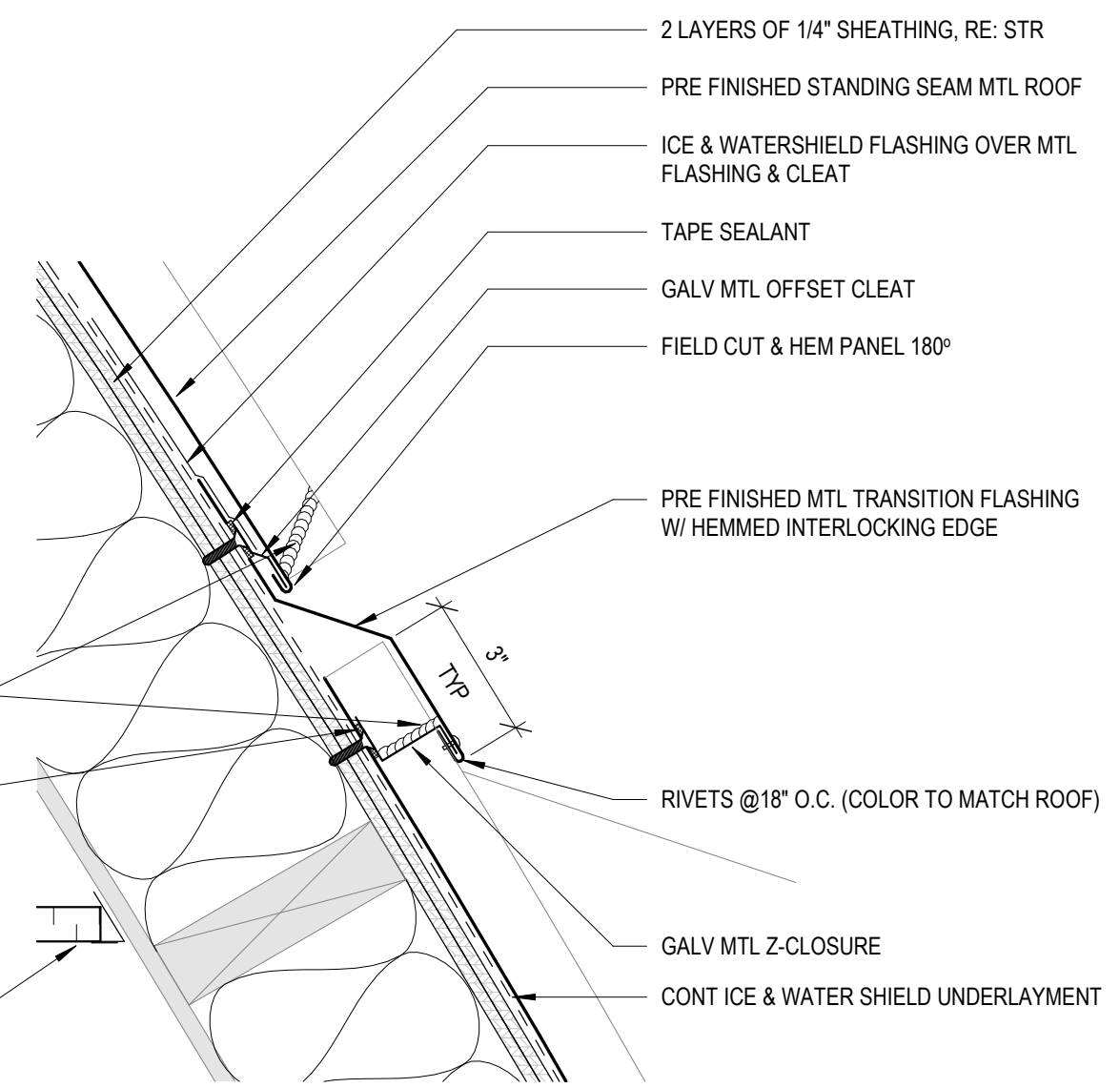
5 CLERESTORY ROOF DETAIL
A641



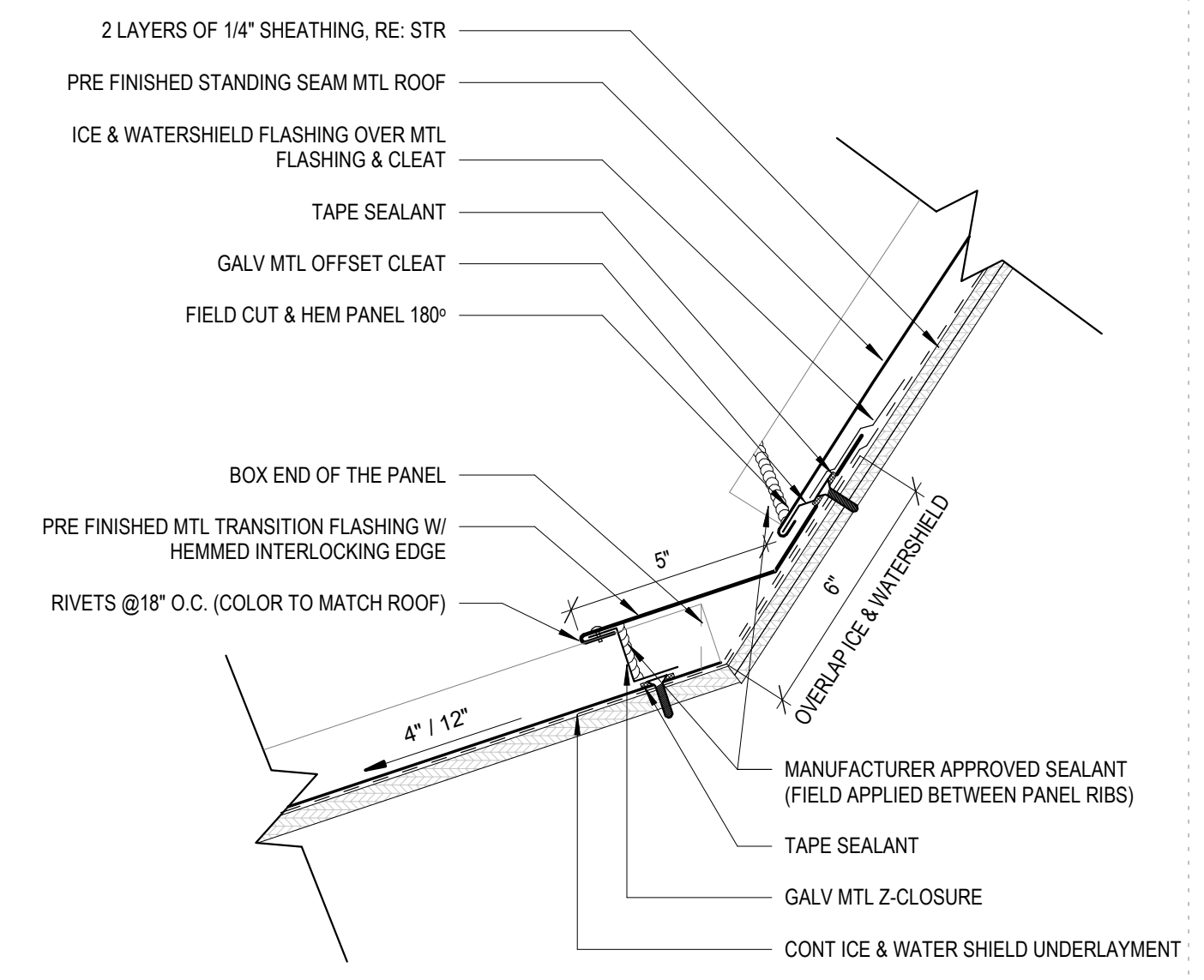
6 SNOW GUARD DETAIL
A641



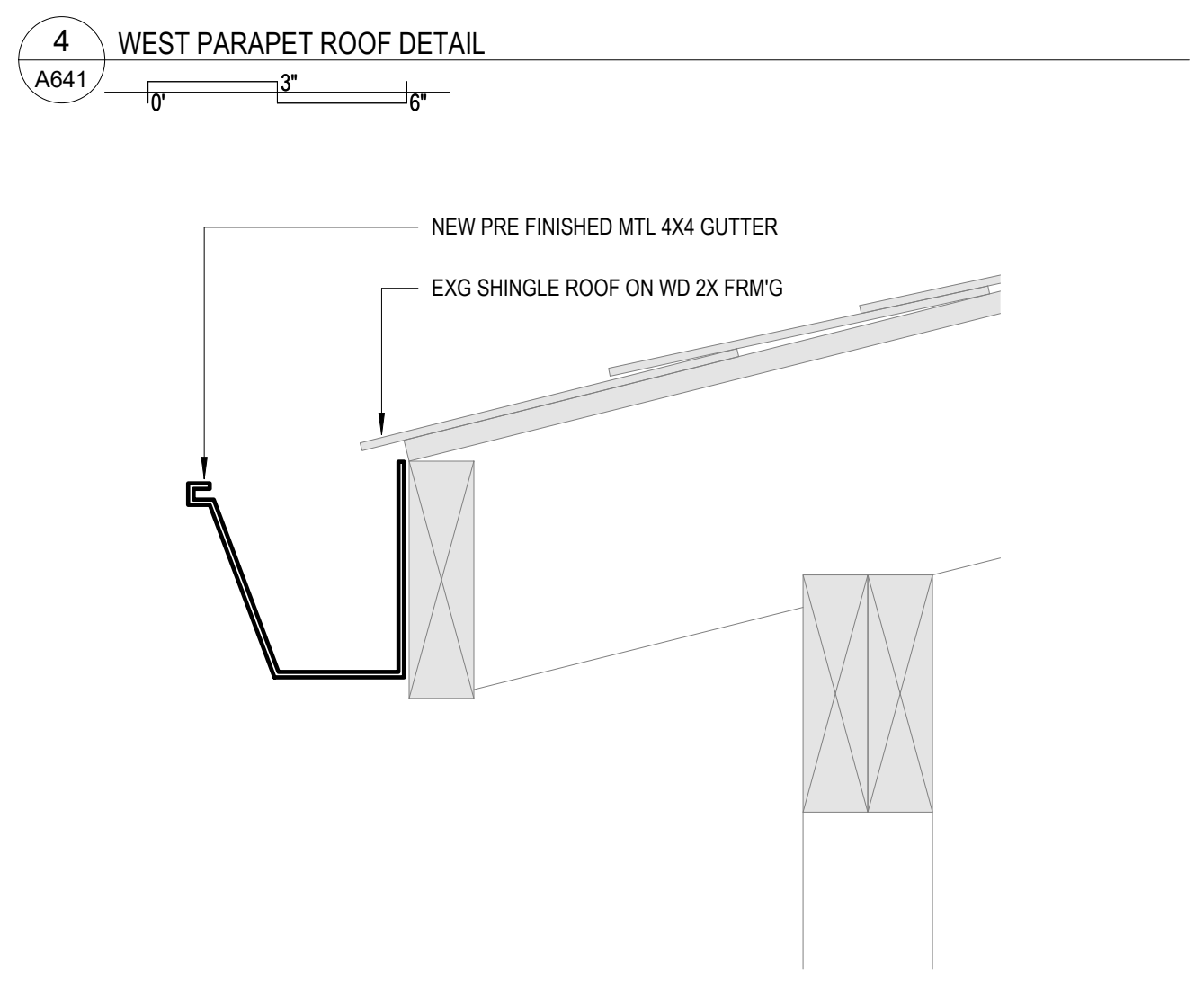
3 ROOF EAST RAKE DETAIL
A641



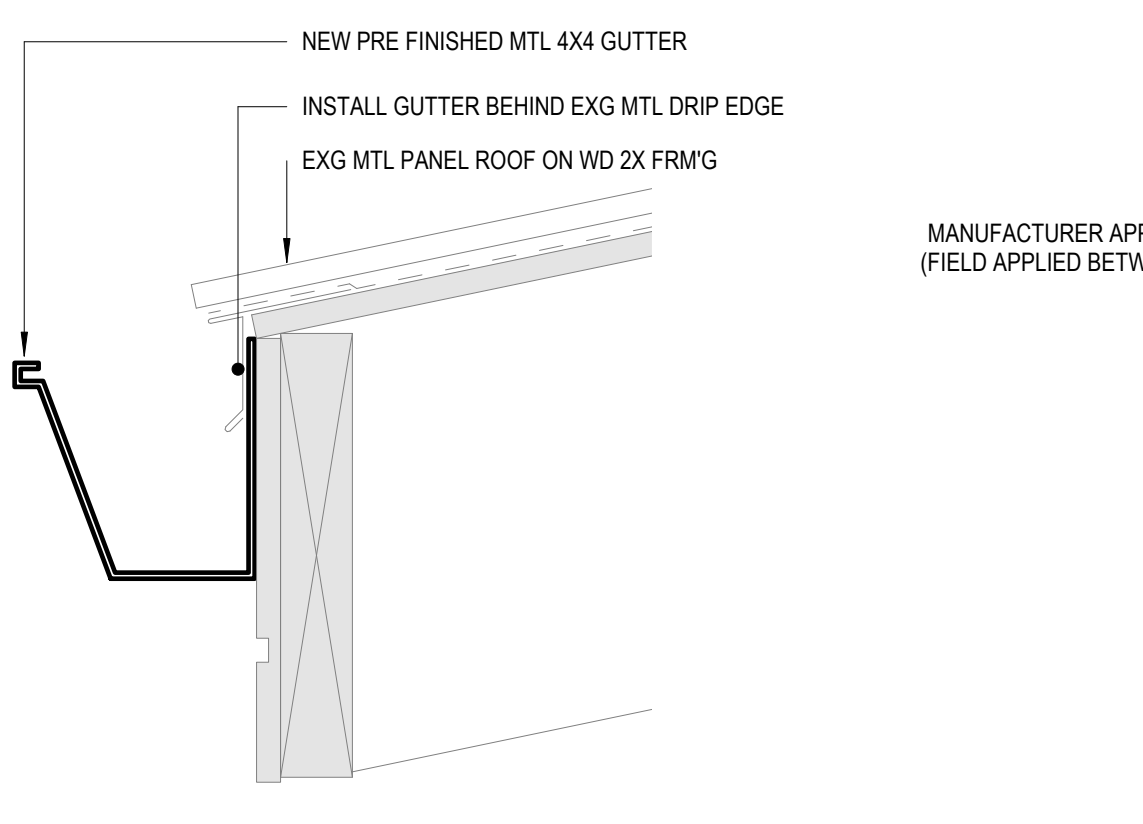
2 ROOF TO WALL TRANSITION DETAIL
A641



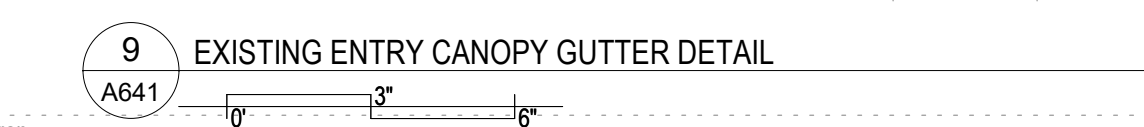
1 ROOF TRANSITION DETAIL AT CLERESTORY
A641



4 WEST PARAPET ROOF DETAIL
A641



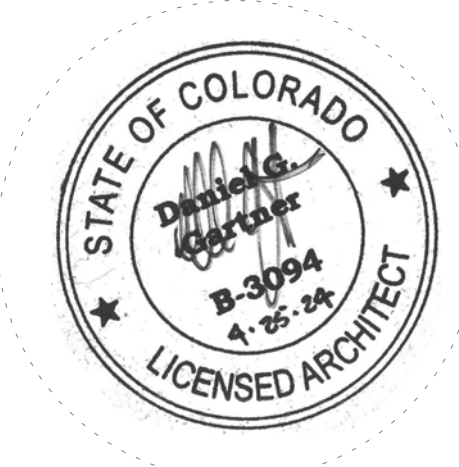
8 EXISTING EAST ROOF GUTTER DETAIL
A641



9 EXISTING ENTRY CANOPY GUTTER DETAIL
A641



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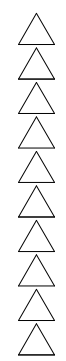


COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

ROOF DETAILS

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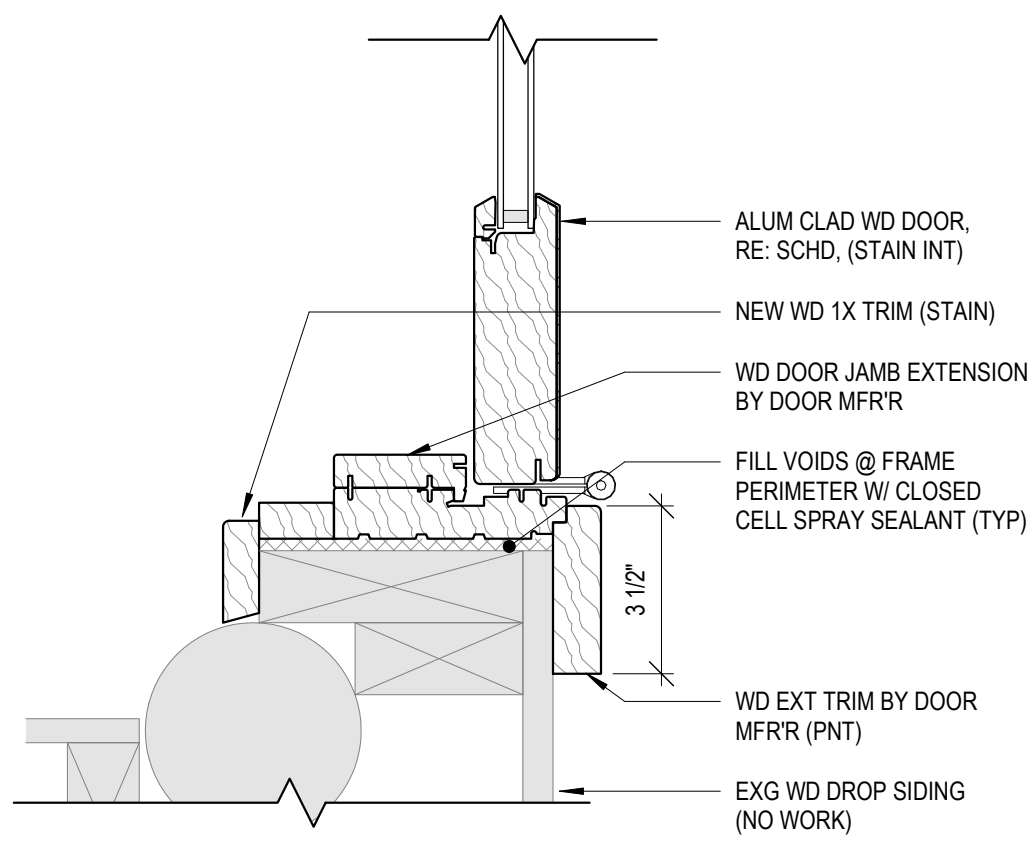


PROJECT STATUS:
CONSTRUCTION DOCUMENTS

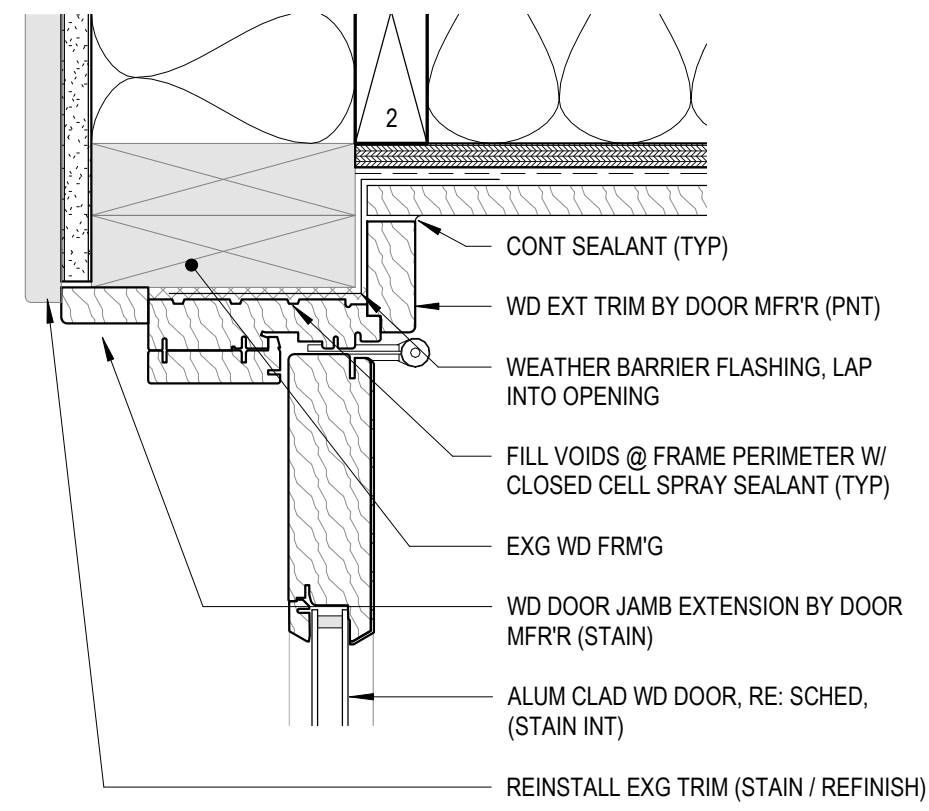
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PROJECT NO:
2130 **A641**

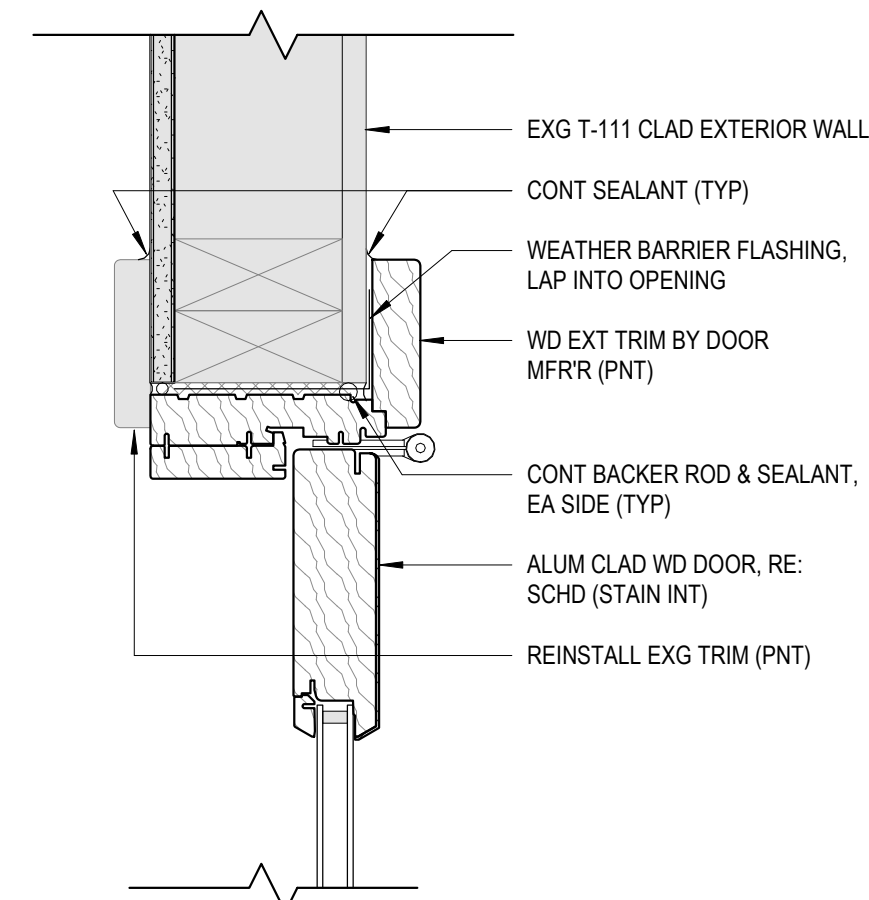
DOOR NO.	DOOR						FRAME						HDWR SET	NOTES	SIGNAGE	
	W	H	T	MATERIAL	TYPE	FIRE RATING	MATERIAL	TYPE	DETAIL			SIGN TYPE			TEXT	
									JAMB	HEAD	SILL					
101A	6'-0"	6'-8"	1 3/4"	HM	4PV	-	HM	1	9/A701	8/A701	7/A701		ENTRY LOCKSET W/ PANIC EGRESS & CLOSER	C	EXIT	
101B	3'-0"	6'-8"	1 3/4"	HM	4P	-	HM	1	10/A701	11/A701	12/A701		ENTRY LOCKSET W/ PANIC EGRESS & CLOSER	C	EXIT	
101C	4'-10"	6'-8"	1 3/4"	HM	6PV	-	HM	1	6/A701	5/A701	4/A701		ENTRY LOCKSET W/ PANIC EGRESS & CLOSER	C	EXIT	



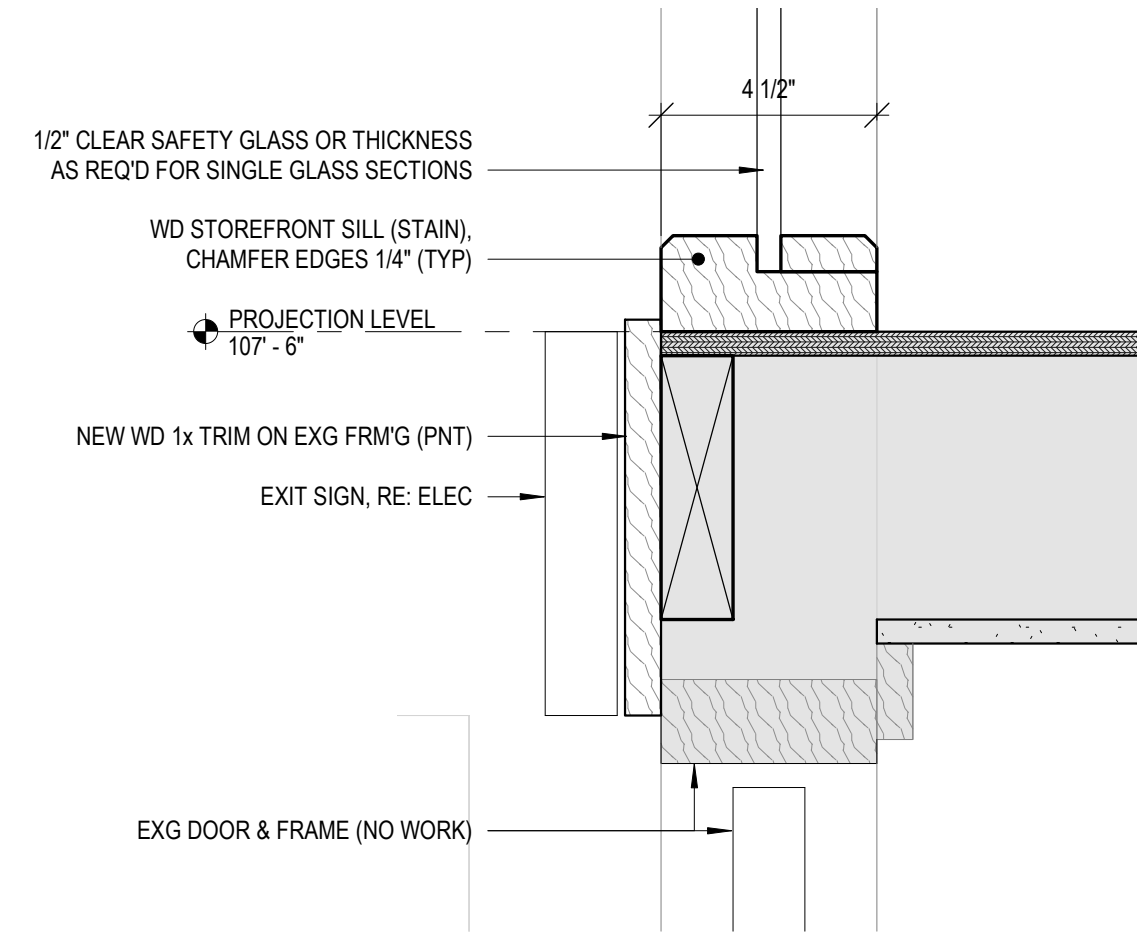
9 DOOR JAMB DETAIL 2
A701



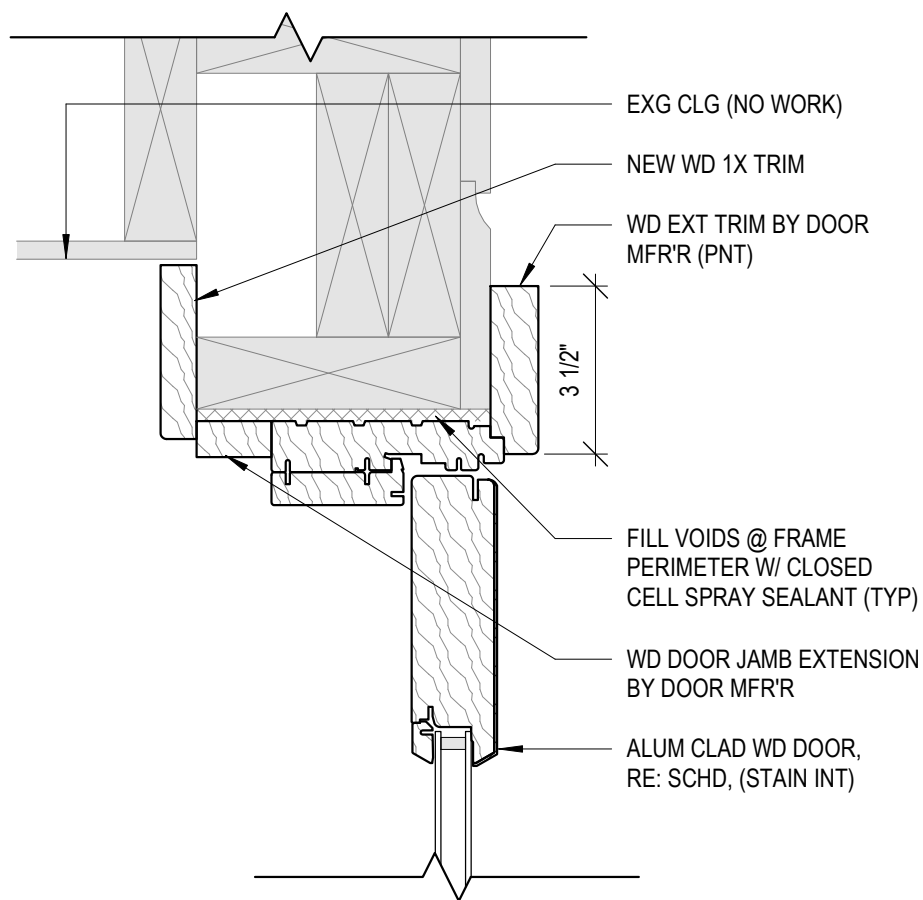
6 DOOR JAMB DETAIL 1
A701



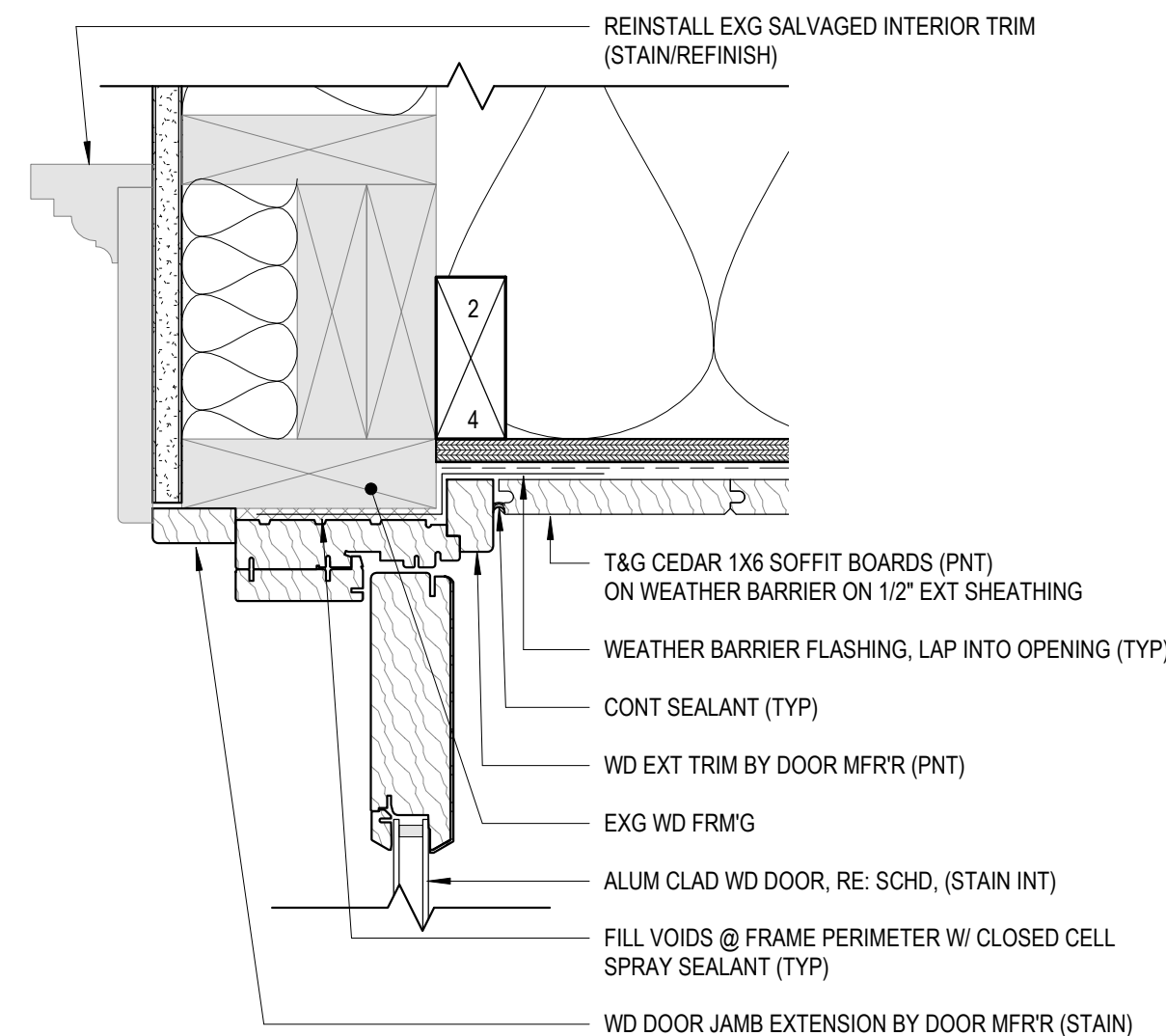
10 DOOR JAMB DETAIL 3
A701



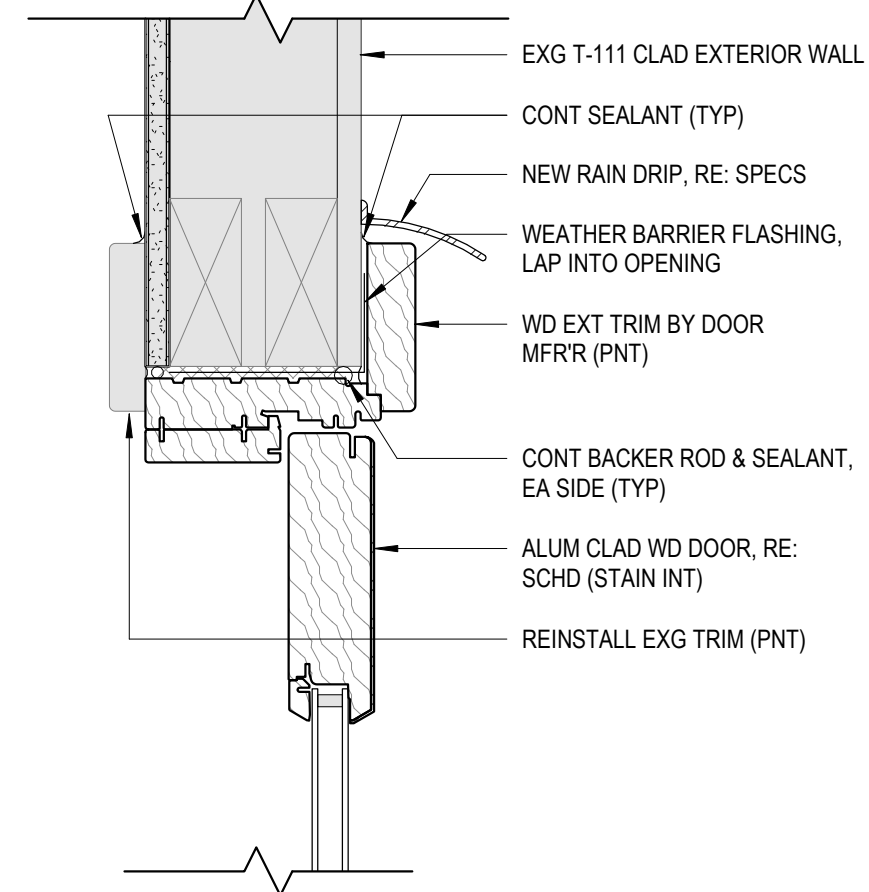
13 VESTIBULE DOOR HEAD DETAIL
A701



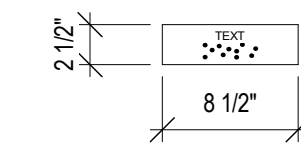
8 DOOR HEAD DETAIL 2
A701



5 DOOR HEAD DETAIL 1
A701

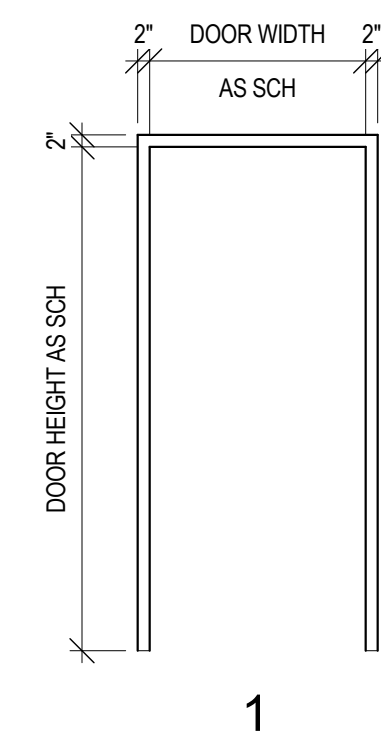


11 DOOR HEAD DETAIL 3
A701

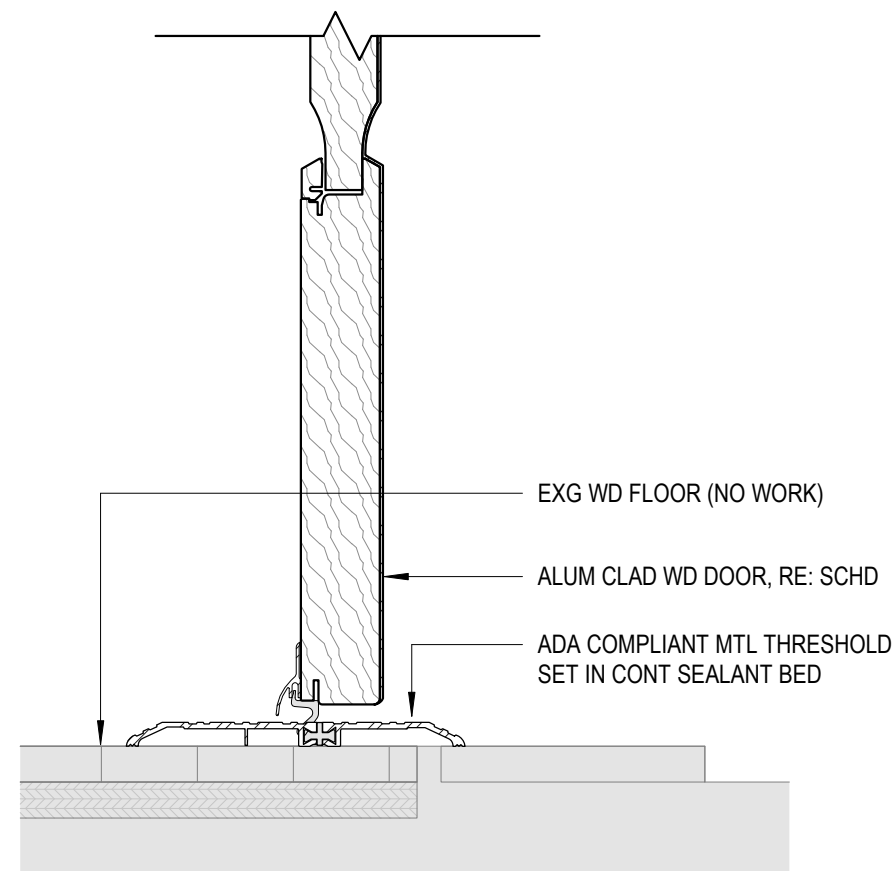


ROOM ID, SINGLE LINE TYPE C

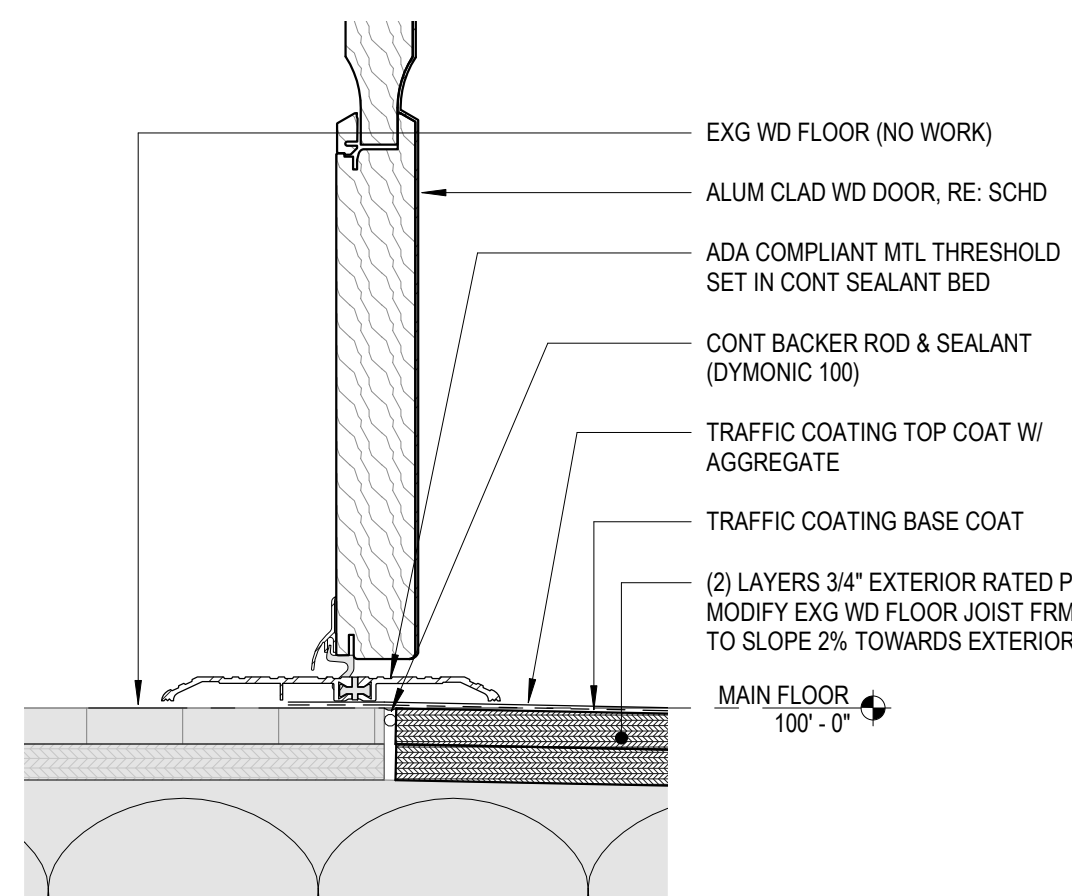
3 SIGN TYPES
A701



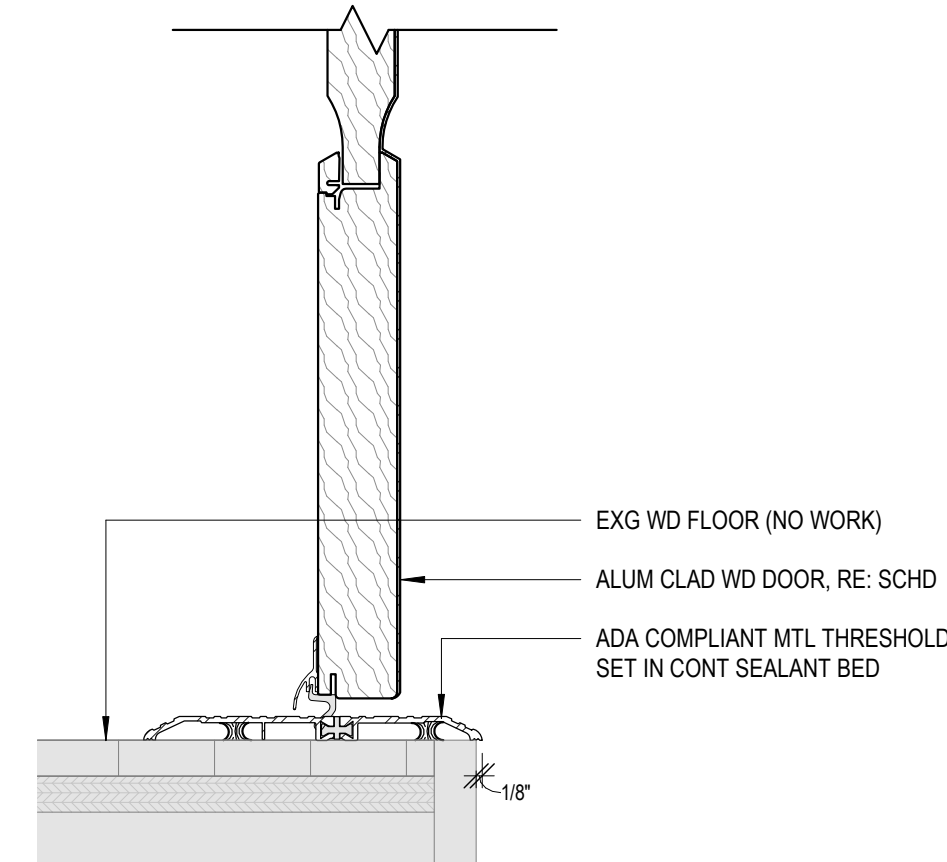
1 FRAME TYPES
A701



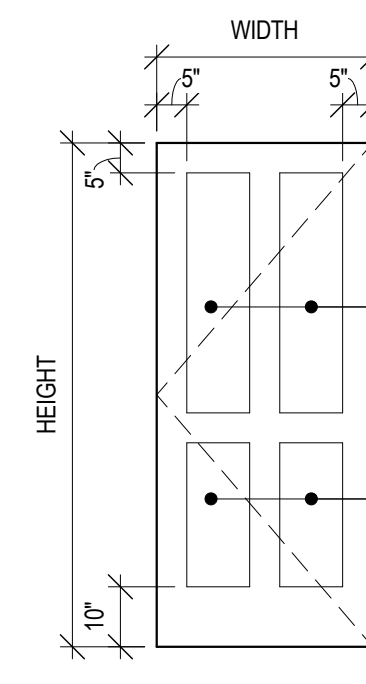
7 DOOR THRESHOLD DETAIL 2
A701



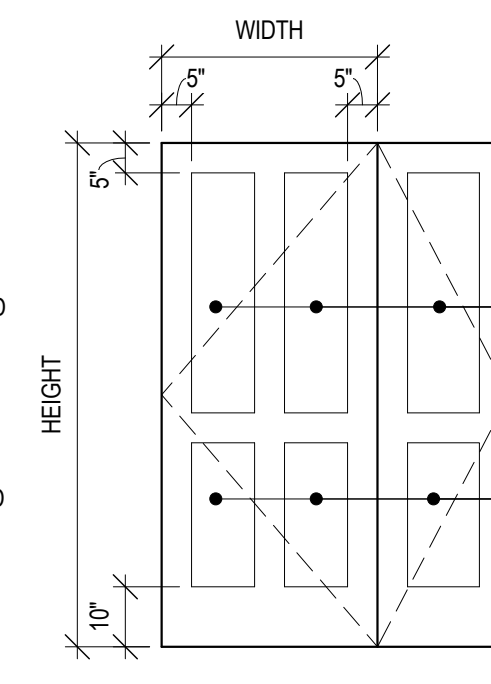
4 DOOR THRESHOLD DETAIL 1
A701



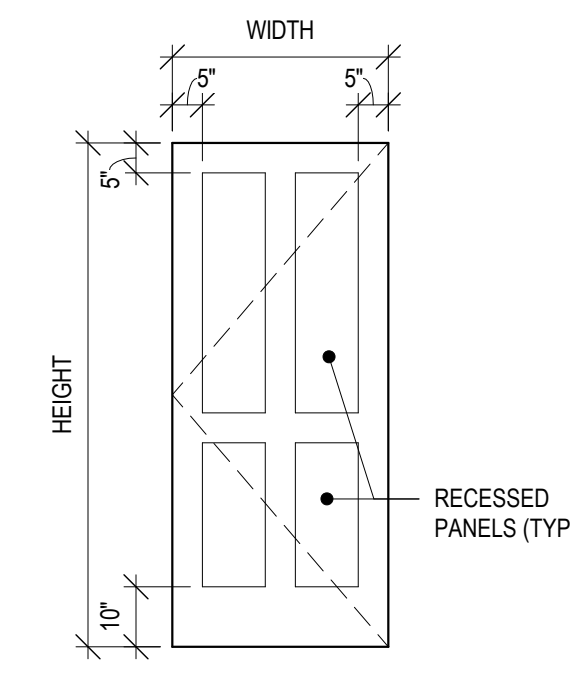
12 DOOR THRESHOLD DETAIL 3
A701



4PV



6PV



4P

2 DOOR TYPES
A701



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DOOR TYPES, SCHEDULE & DETAILS

NO: ISSUED FOR: DATE:



PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE:

4/26/2024

SHEET NO:

PROJECT NO:
2130

A701

ABBREVIATIONS			
A.B.	- ANCHOR BOLT	F.O.B.	- FACE OF BRICK
ADD'L	- ADDITIONAL	F.O.CONC.	- FACE OF CONCRETE
ADJ.	- ADJACENT	F.O.W.	- FACE OF WALL
A.I.S.C.	- AMERICAN INSTITUTE OF STEEL CONSTRUCTION	FS.	- FLAT SLAB
ALT.	- ALTERNATE	FT.	- FOOT
ARCH.	- ARCHITECTURAL	FTG.	- FOOTING
A.S.T.M.	- AMERICAN SOCIETY FOR TESTING & MATERIALS	F.W.	- FILLET WELD
BLDG.	- BUILDING	GA.	- GAUGE
BM.	- BEAM	GAL.	- GALVANIZED
B.O.	- BOTTOM OF	G.L.	- GLU-LAM BEAM
BOT.	- BOTTOM	GR.	- GRADE
BSMT.	- BASEMENT	GR. BM.	- GRADE BEAM
BTWN.	- BETWEEN	H.A.S.	- HEADED ANCHOR STUD
CANT.	- CANTILEVER	HORIZ.	- HORIZONTAL
CB.	- CARDBOARD	H.S.B.	- HIGH STRENGTH BOLT
CH.	- CHAMFER	H.S.S.	- HOLLOW STRUCTURAL SECTION
C.I.	- CONTROL/CONSTRUCTION JOINT	I.D.	- INSIDE DIAMETER
CLR.	- CLEAR, CLEARANCE	I.F.	- INSIDE FACE
C.M.U.	- CONCRETE MASONRY UNIT	IN.	- INCH
COL.	- COLUMN	INT.	- INTERIOR
CONC.	- CONCRETE	JNT.	- JOINT
CONN.	- CONNECTION	K.C.I.	- KIP PER CUBIC INCH
CONST.	- CONSTRUCTION	LB.	- POUND
CONT.	- CONTINUOUS	LN. FT.	- LINEAL FEET
CONTR.	- CONTRACTOR	I.I.	- LIVE LOAD
CTRD.	- CENTERED	L.L.V.	- LONG LEG VERTICAL
DET.	- DETAIL	L.S.L.	- LAMINATED STRAND LUMBER
DIAG.	- DIAGONAL	L.V.L.	- LAMINATED VENEER LUMBER
DIAM.	- DIAMETER	MAT'L.	- MATERIAL
DIM.	- DIMENSION	MAX.	- MAXIMUM
DISCONT.	- DISCONTINUOUS	MECH.	- MECHANICAL
d.I.	- DEAD LOAD	MID.	- MIDDLE
DWG.	- DRAWING	MIN.	- MINIMUM
EA.	- EACH	MISC.	- MISCELLANEOUS
E.F.	- EACH FACE	MTL.	- METAL
EL.	- ELEVATION	N.I.C.	- NOT IN CONTRACT
ELECT.	- ELECTRICAL	NO.	- NUMBER
ELEV.	- ELEVATOR	NOM	- NOMINAL
EQ.	- EQUAL	N.T.S.	- NOT TO SCALE
E.W.B.	- END WALL BARS	O.C.	- ON CENTER
E.W.	- EACH WAY	O.F.	- OUTSIDE FACE
EXIST.	- EXISTING	O.D.	- OUTSIDE DIAMETER
EXP. JNT.	- EXPANSION JOINT	O.H.	- OPPOSITE HAND
EXT.	- EXTERIOR	OPNG.	- OPENING
FDN.	- FOUNDATION	P.A.F.	- POWDER ACTUATED FASTENERS
FIN.	- FINISH	R	- PLATE
FLR.	- FLOOR	P.S.F.	- POUND PER SQUARE FOOT
		P.S.I.	- POUND PER SQUARE INCH
		P.S.L.	- PARALLEL STRAND LUMBER
		P.T.	- PRESSURE TREATED
		R.	- RADIUS
		REINF.	- REINFORCEMENT
		REQ'D.	- REQUIRED
		RM.	- ROOM
		SCHED.	- SCHEDULE
		SECT.	- SECTION
		SHT.	- SHEET
		SIM.	- SIMILAR
		s.I.	- SNOW LOAD
		S.L.V.	- SHORT LEG VERTICAL
		SPC.	- SPACE
		SPEC.	- SPECIFICATION
		SQ.	- SQUARE
		STD.	- STANDARD
		STIFF.	- STIFFENER
		STL.	- STEEL
		STOR.	- STORAGE
		SYM.	- SYMMETRICAL
		T.&B.	- TOP AND BOTTOM
		THK.	- THICKNESS
		T.O.	- TOP OF
		TYP.	- TYPICAL
		U.N.O.	- UNLESS NOTED OTHERWISE
		VAR.	- VARIES
		VERT.	- VERTICAL
		V.I.F.	- VERIFY IN FIELD
		WT.	- WEIGHT

SYMBOLS	
⊕	CENTER LINE
⊙	DIAMETER
⊕	ELEVATION
&	AND
W/	WITH
R	PLATE
X	BY
#	NUMBER
⊗	AT
⊠	SQUARE
L	ANGLE

GENERAL NOTES

- LIVE LOADS USED IN DESIGN: DESIGN PER THE 2018 INTERNATIONAL BUILDING CODE AND ASCE 7-16.
 - ROOF LOADS
 - GROUND SNOW LOAD-----57 PSF
 - FLAT ROOF SNOW LOAD-----40 PSF
 - SNOW EXPOSURE FACTOR C_e -----1.0
 - SNOW LOAD IMPORTANCE FACTOR-----1.0
 - THERMAL FACTOR C_t -----1.0
 - ATTIC:
 - LIVE LOAD-----20 PSF
 - DEAD LOAD-----10 PSF
 - WIND:
 - V_{ult} -----105 MPH
 - V_{asp} -----83 MPH
 - EXPOSURE-----B
 - SEISMIC:
 - RISK CATEGORY-----II
 - IMPORTANCE FACTOR-----1.0
 - SPECTRAL RESPONSE COEFFICIENTS:
 - S_s -----0.304
 - S_1 -----0.073
 - S_{ps} -----0.316
 - S_{d1} -----0.116
 - SEISMIC RESPONSE COEFFICIENTS:
 - C_s -----0.11
 - SITE CLASS-----D
 - SEISMIC DESIGN CATEGORY-----B
- STEEL:
 - ALL STRUCTURAL STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992 ($F_y = 50$ ksi).
 - ALL STRUCTURAL STEEL ANGLES, CHANNELS, S SHAPES, AND PLATES SHALL CONFORM TO ASTM 36 ($F_y = 36$ ksi).
 - ALL RECTANGULAR OR SQUARE HSS (HOLLOW STRUCTURAL SECTIONS) MEMBERS SHALL CONFORM TO ASTM A500 (GRADE C- $F_y = 50$ ksi).
 - STRUCTURAL STEEL SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH LATEST PROVISION OF THE A.I.S.C. MANUAL OF STEEL CONSTRUCTION.
 - USE SIMPLE SHEAR CONNECTIONS WITH 3/4" DIAMETER ASTM A325N BOLTS, UNLESS OTHERWISE SHOWN OR NOTED. FOR BEAMS WITHOUT DESIGNATED LOAD ON DRAWING, SELECT CONNECTIONS TO SUPPORT 50% OF TOTAL UNIFORM LOAD CAPACITY IN BENDING FOR EACH GIVEN BEAM AND SPAN, PLUS THE REACTION DUE TO ANY CONCENTRATED LOAD, MINIMUM OF (2) BOLTS PER CONNECTION.
 - ALL WELDERS SHALL HAVE EVIDENCE OF PASSING THE A.W.S. STANDARD QUALIFICATION TESTS.
- WOOD:
 - ALL JOISTS, BEAMS AND HEADERS 2 TO 4 INCHES THICK SHALL BE HEM-FIR NO. 2 OR BETTER WITH $F_b = 850$ PSI AND $E = 1,300,000$ PSI.
 - ALL BEAMS 5" AND THICKER SHALL BE DOUGLAS FIR-LARCH NO. 1 OR BETTER WITH $F_b = 875$ PSI AND $E = 1,100,000$ PSI.
 - ALL POSTS AND COLUMNS 5" AND THICKER SHALL BE DOUGLAS FIR-LARCH NO. 2 OR BETTER WITH $F_c = 375$ PSI AND $E = 1,100,000$ PSI.
 - STUDS AND PLATES SHALL BE HEM-FIR OR BETTER IN STUD GRADE WITH $F_c = 800$ PSI AND $E = 1,200,000$ PSI.
 - UNLESS NOTED OTHERWISE ON PLANS, ENGINEERED WOOD JOISTS SHALL BE "T.J. 210" BY MEYERHAUSER, "BCI 6000 1.8" BY BOISE CASCADE CORPORATION, OR AN ENGINEER APPROVED EQUIVALENT. JOISTS SHALL BE DESIGNED, MANUFACTURED, AND ERECTED IN ACCORDANCE WITH MANUFACTURER'S STANDARD SPECIFICATIONS AND RECOMMENDATIONS.
 - LAMINATED VENEER LUMBER (L.V.L.) SHALL BE "MICRO-LAM" BY TRUS JOIST MACMILLAN. "VERSA-LAM" BY BOISE CASCADE CORPORATION, OR AN ENGINEER APPROVED EQUIVALENT.
 - BUILT UP BEAMS OF DIMENSIONAL LUMBER OR LAMINATED VENEER LUMBER SHALL BE ATTACHED TOGETHER WITH 20d COMMON NAILS @ 32" O.C. TOP AND BOTTOM, STAGGERED. PROVIDE 2-20d COMMON AT BEAM ENDS AND INTERMEDIATE SUPPORTS.
- ALL DIMENSIONS ON STRUCTURAL DRAWINGS TO BE CHECKED AGAINST ARCHITECTURAL AND AGAINST EXISTING CONDITIONS. NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH CONSTRUCTION.



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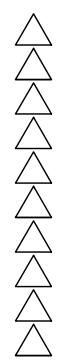
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GENERAL NOTES

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2130 **S001**



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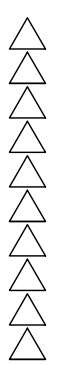
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COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

ATTIC FRAMING PLAN

NO: ISSUED FOR: DATE:



PROJECT STATUS:
CONSTRUCTION DOCUMENTS

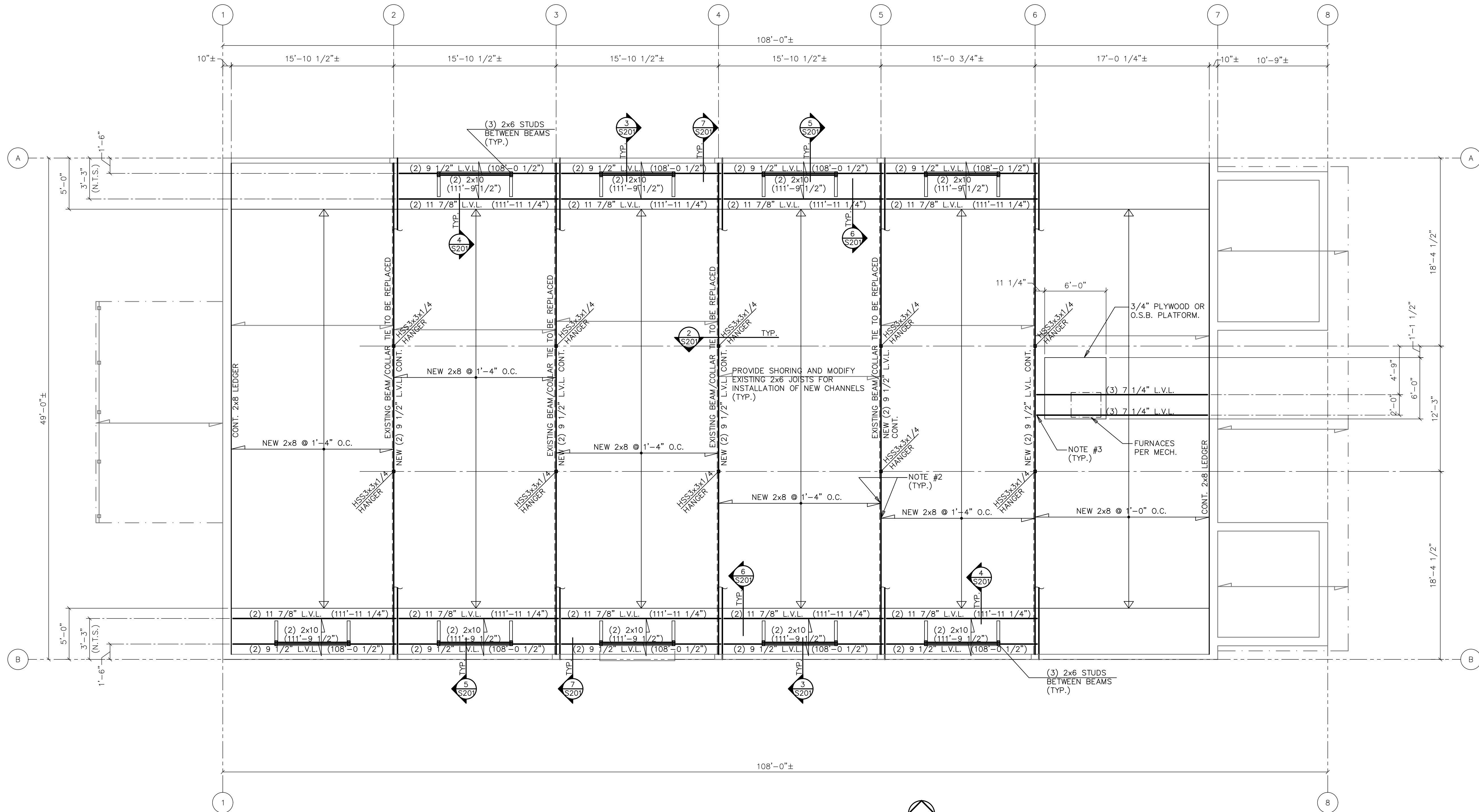
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04/26/24

SHEET NO:

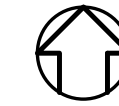
PROJECT NO:
2130

S101



ATTIC FRAMING PLAN

3/16"=1'-0"



NORTH

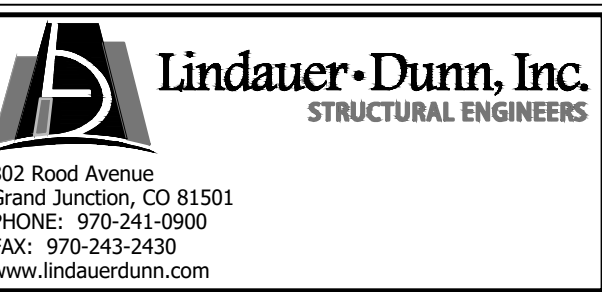
1. VERIFY EXISTING DIMENSIONS, ELEVATIONS, AND STRUCTURAL FRAMING CONDITIONS PRIOR TO FABRICATION AND CONSTRUCTION.
2. PROVIDE TYPE "LUSZB" HANGER BY SIMPSON OR AN ENGINEER APPROVED EQUIVALENT.
3. PROVIDE TYPE "HUB8" HANGER WITH MAXIMUM NAILING PER SIMPSON HANGER TABLES.



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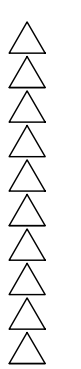


COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

ROOF FRAMING PLAN

NO: ISSUED FOR: DATE:



PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE:

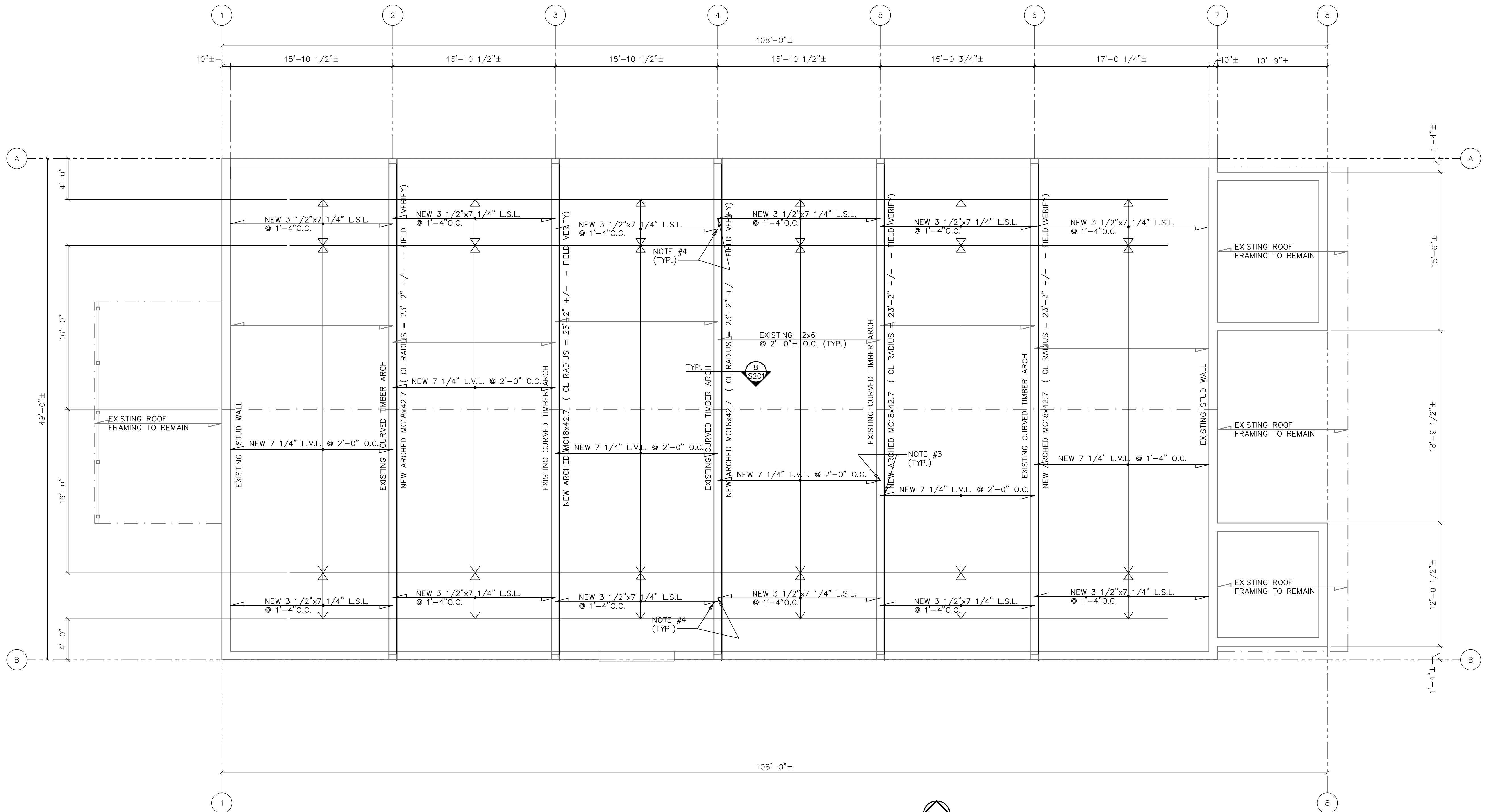
04/26/24

SHEET NO:

PROJECT NO:
2130

S102

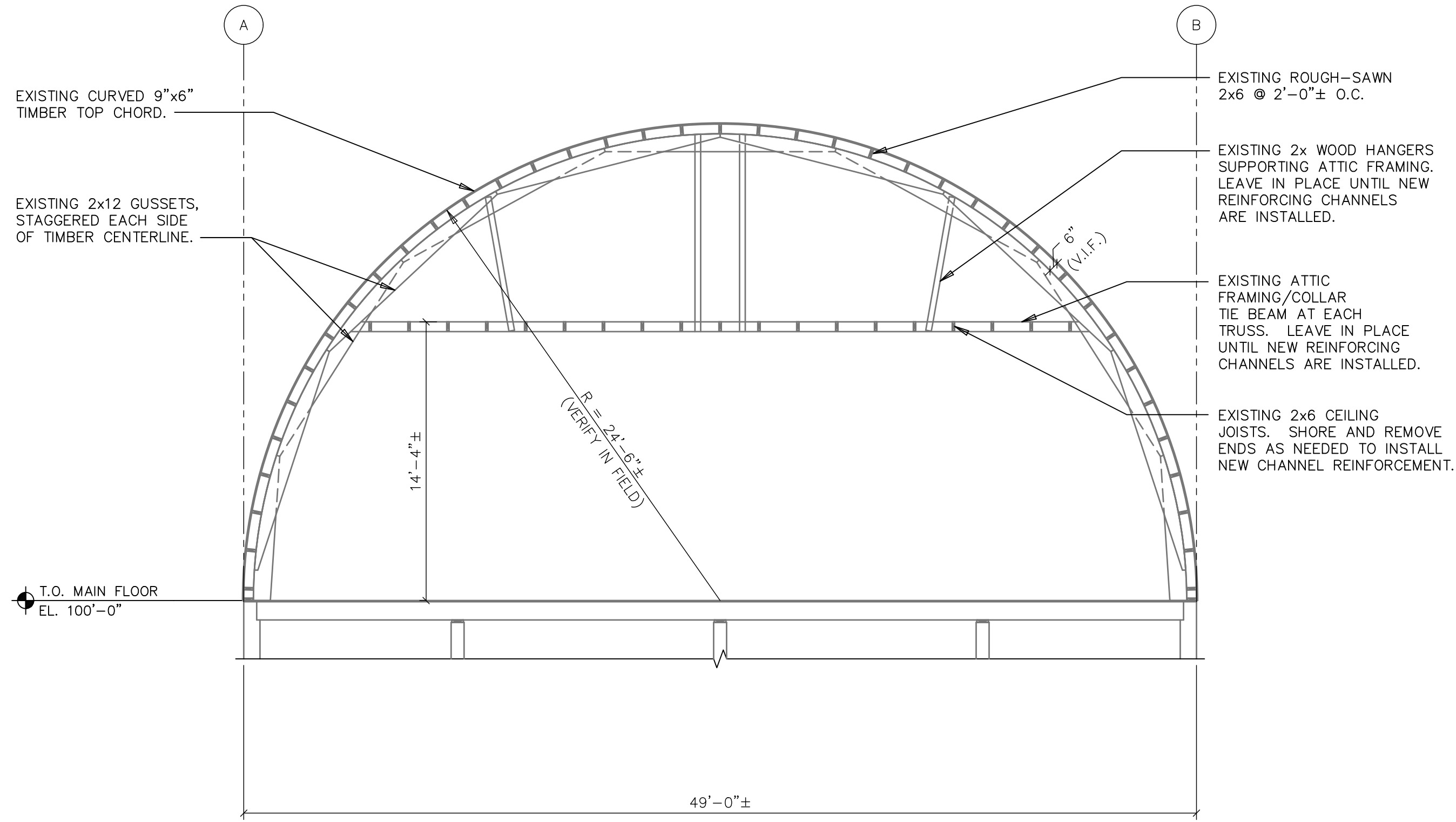
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ROOF FRAMING PLAN

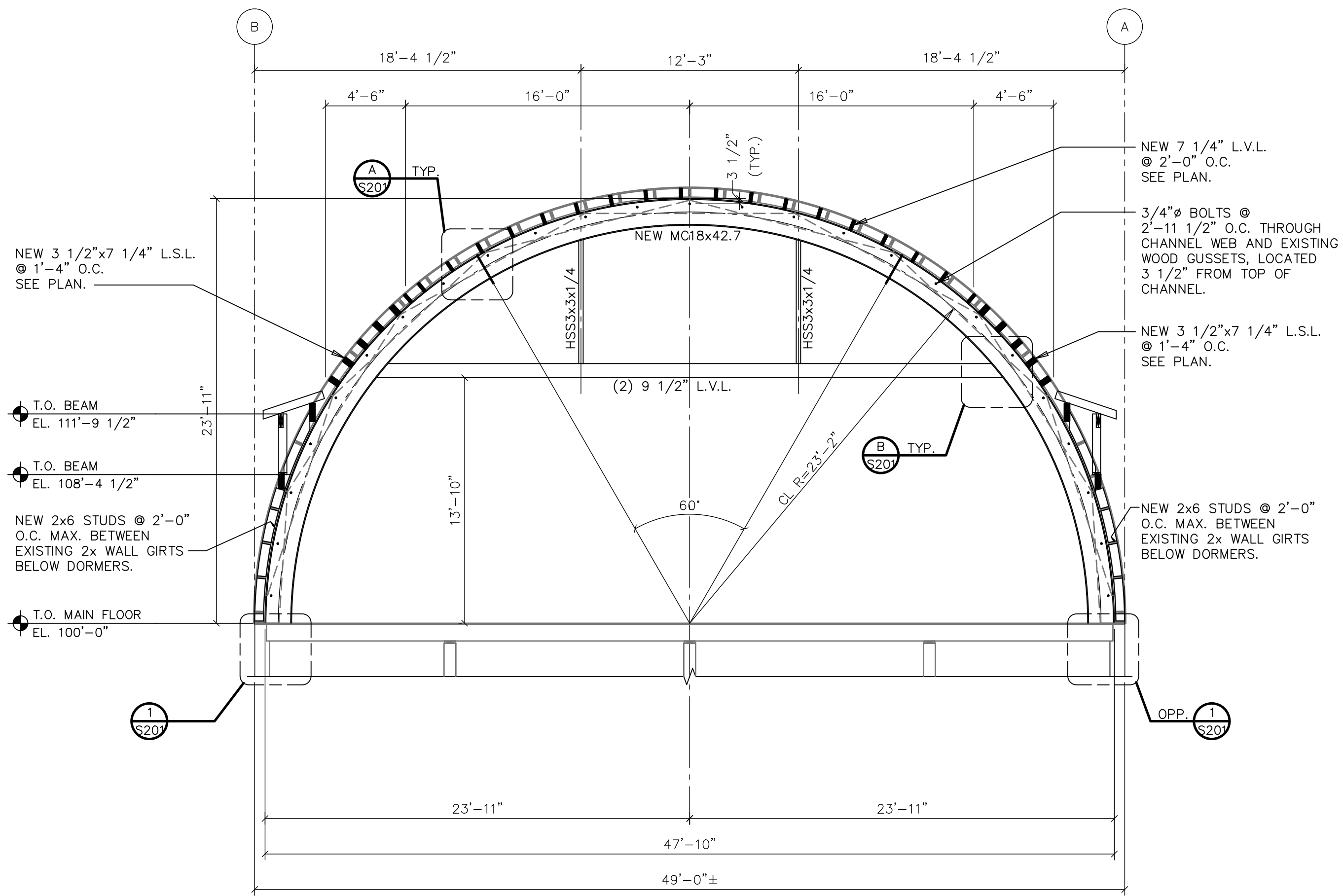
3/16"=1'-0" NORTH

1. VERIFY EXISTING DIMENSIONS, ELEVATIONS, AND STRUCTURAL FRAMING CONDITIONS PRIOR TO FABRICATION AND CONSTRUCTION.
2. VERIFY THE RADIUS OF EACH EXISTING TIMBER ARCH IN THE FIELD PRIOR TO FABRICATION AND CONSTRUCTION.
3. PROVIDE TYPE "HU1.81/5" HANGER BY SIMPSON OR AN ENGINEER APPROVED EQUIVALENT.
4. PROVIDE TYPE "HUS48" HANGER.



TYPICAL EXISTING ROOF ARCH ELEVATION 3/16"=1'-0"

1. VERIFY EXISTING DIMENSIONS, ELEVATIONS, AND STRUCTURAL FRAMING CONDITIONS PRIOR TO FABRICATION AND CONSTRUCTION.
2. VERIFY THE RADIUS OF EACH EXISTING TIMBER ARCH IN THE FIELD PRIOR TO FABRICATION AND CONSTRUCTION.



TYPICAL EXISTING ROOF ARCH REINFORCEMENT DETAIL 3/16"=1'-0"

1. VERIFY EXISTING DIMENSIONS, ELEVATIONS, AND STRUCTURAL FRAMING CONDITIONS PRIOR TO FABRICATION AND CONSTRUCTION.
2. VERIFY THE RADIUS OF EACH EXISTING TIMBER ARCH IN THE FIELD PRIOR TO FABRICATION AND CONSTRUCTION.



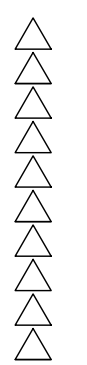
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**TYPICAL FRAMING
DETAILS &
SECTIONS**

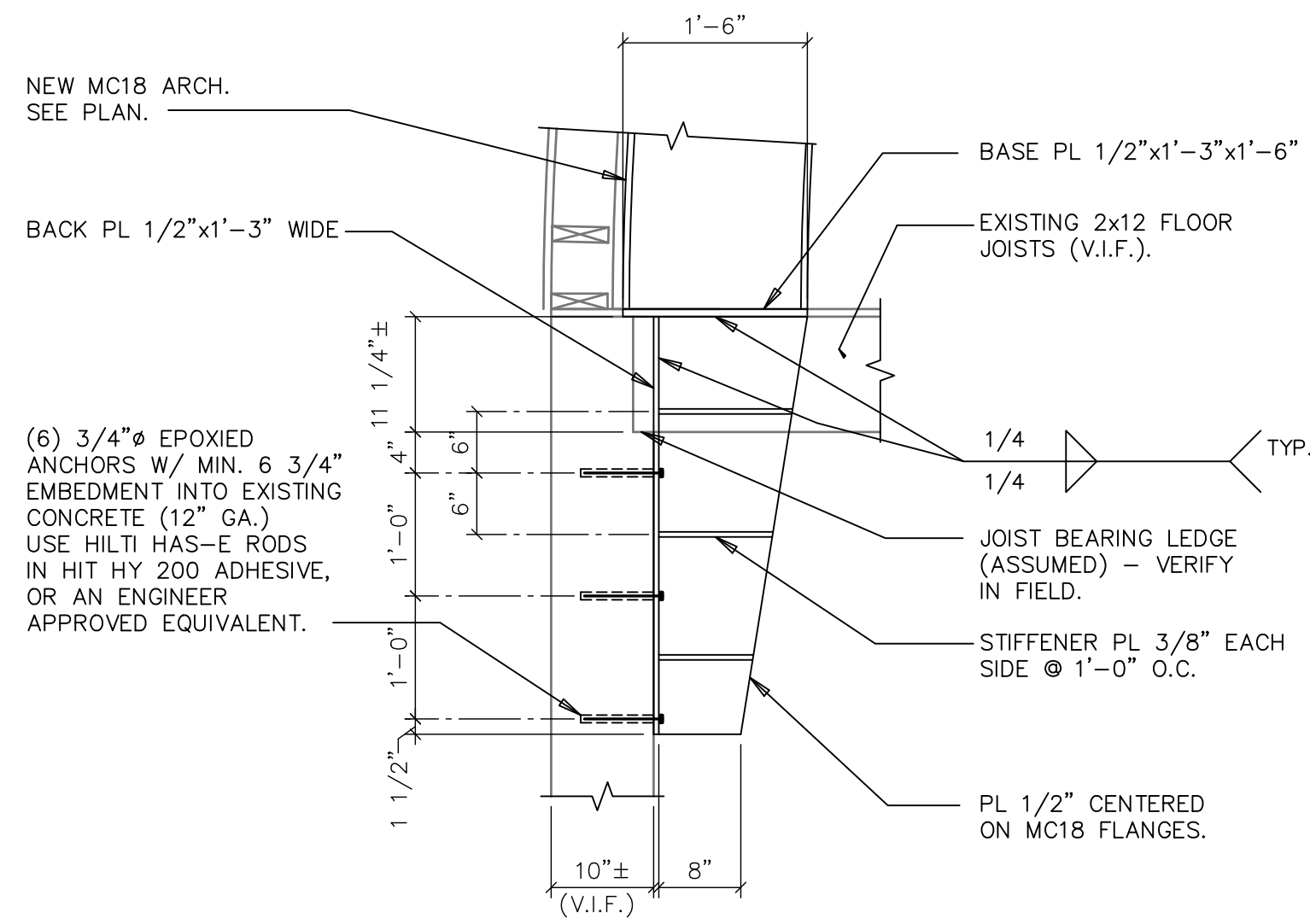
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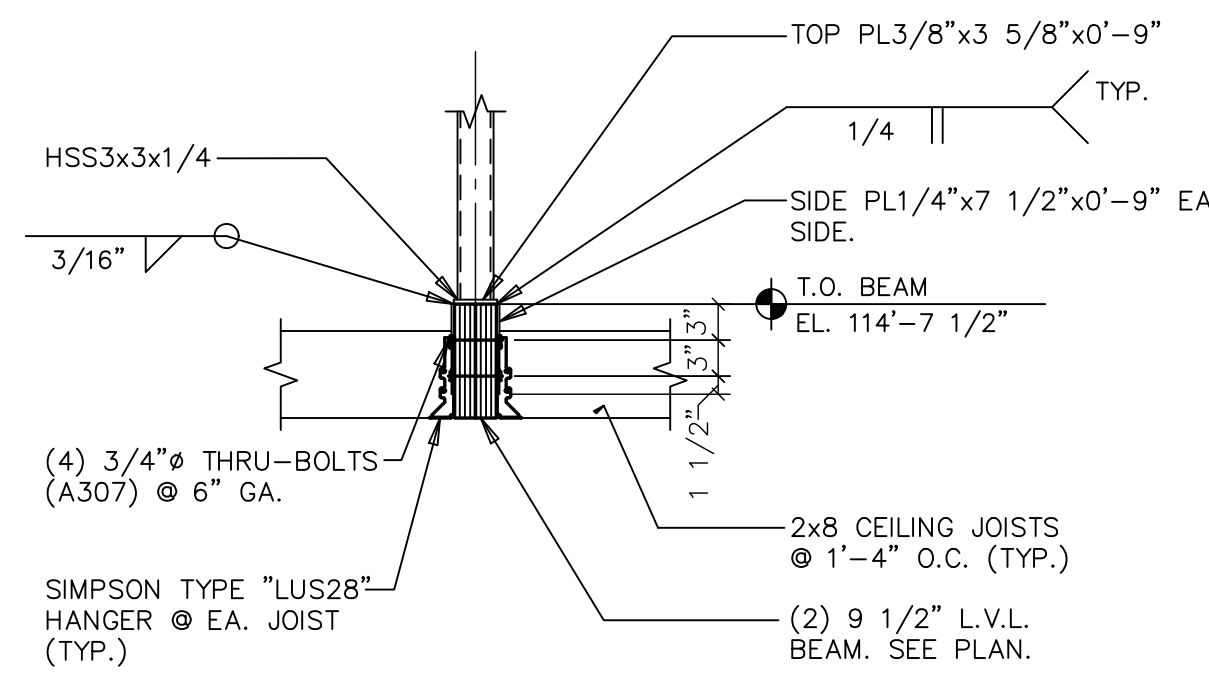
PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE:
04/26/24 SHEET NO:

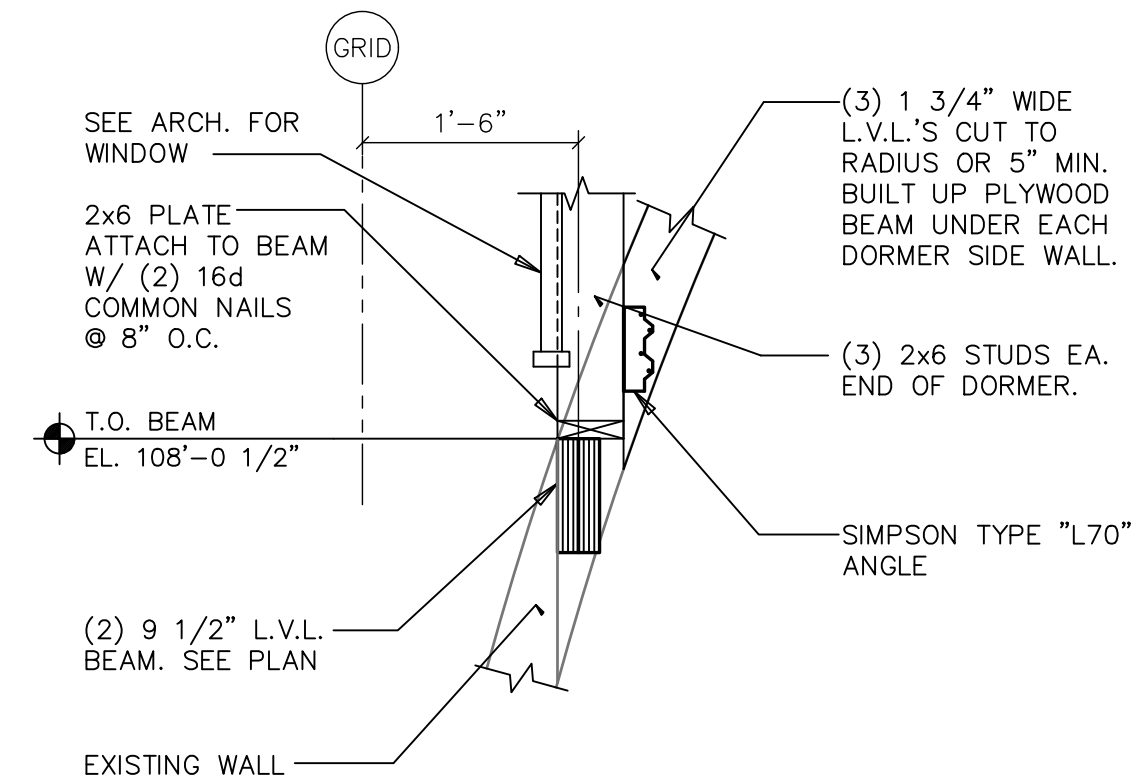
PROJECT NO:
2130 **S200**



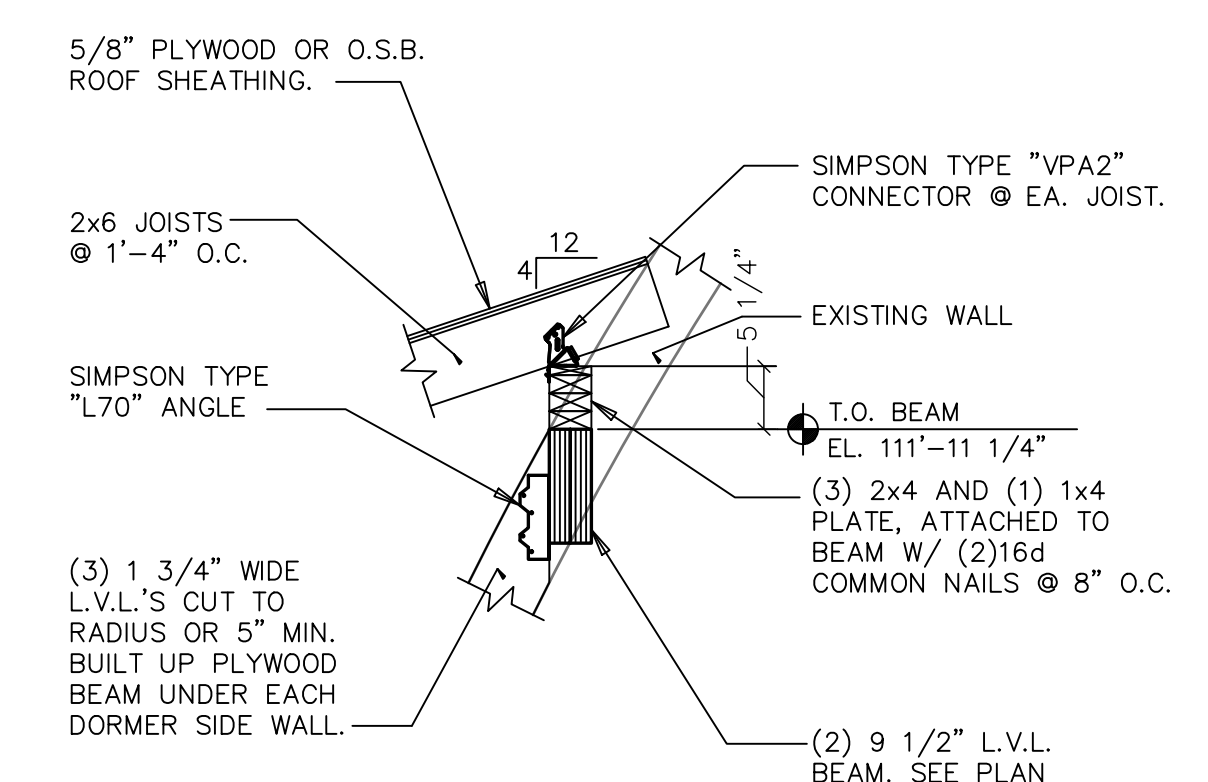
SECTION 1
3/4"=1'-0"



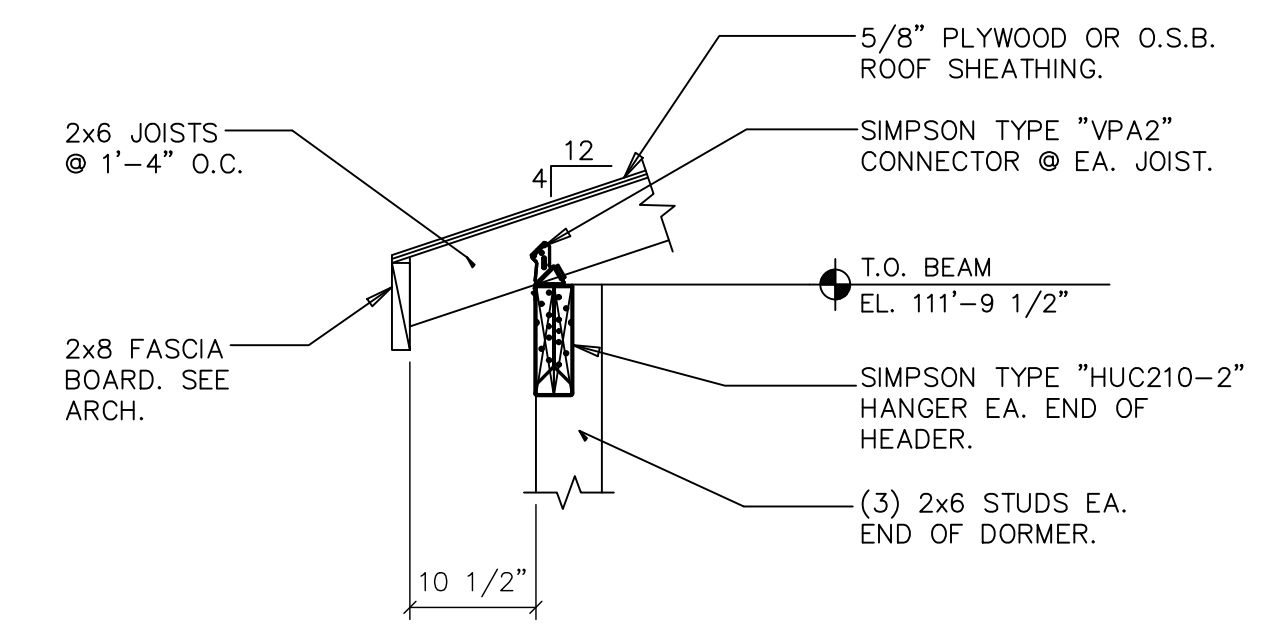
SECTION 2
3/4"=1'-0"



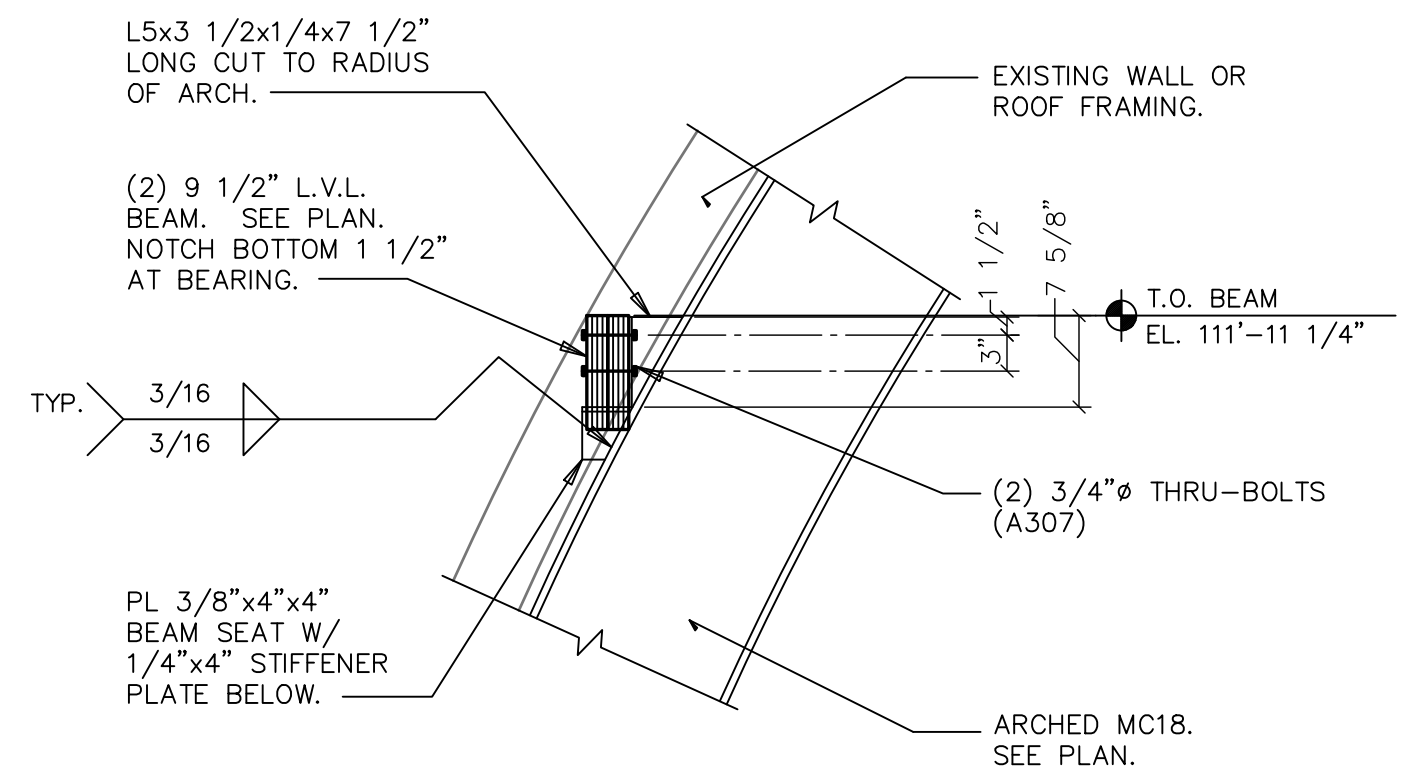
SECTION 3
3/4"=1'-0"



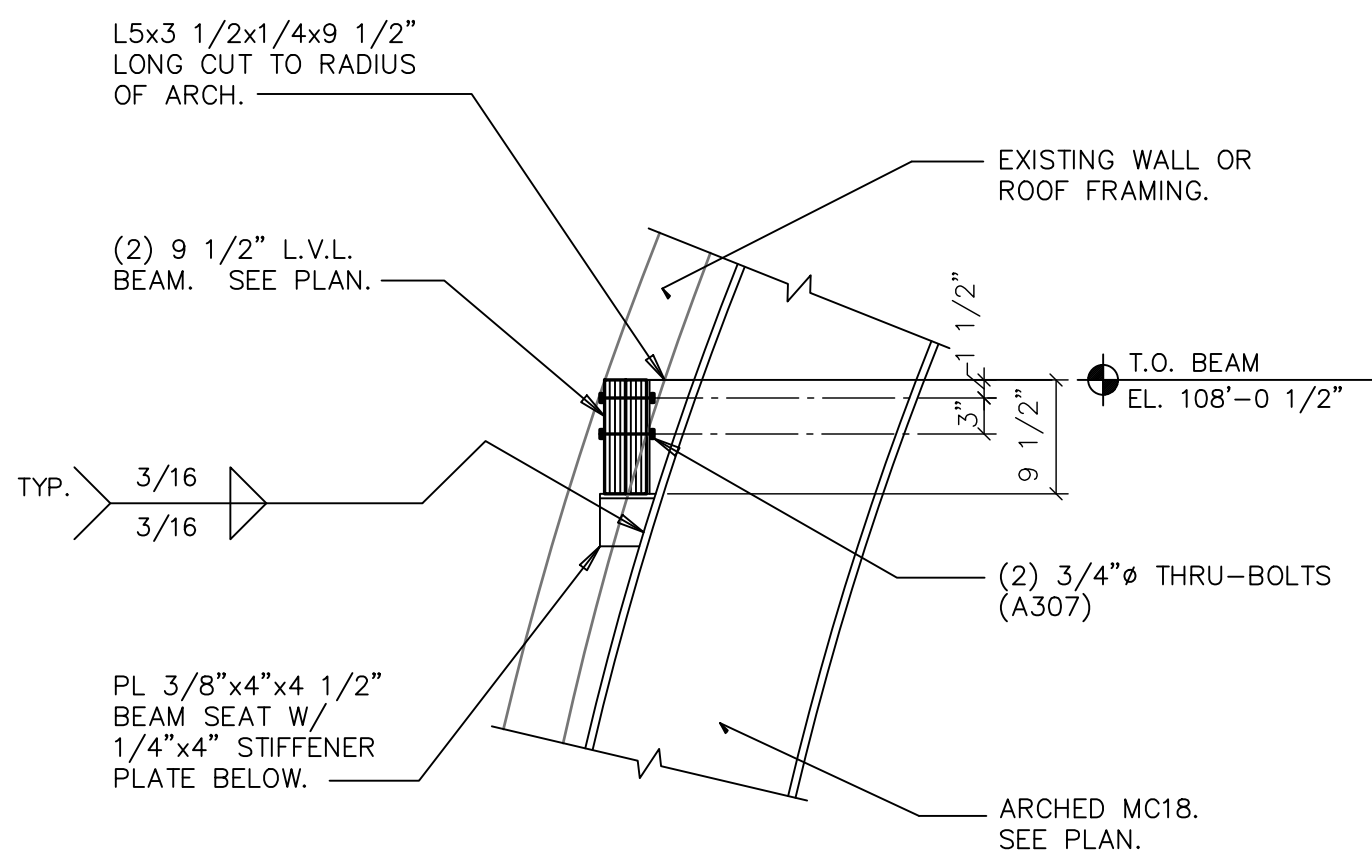
SECTION 4
3/4"=1'-0"



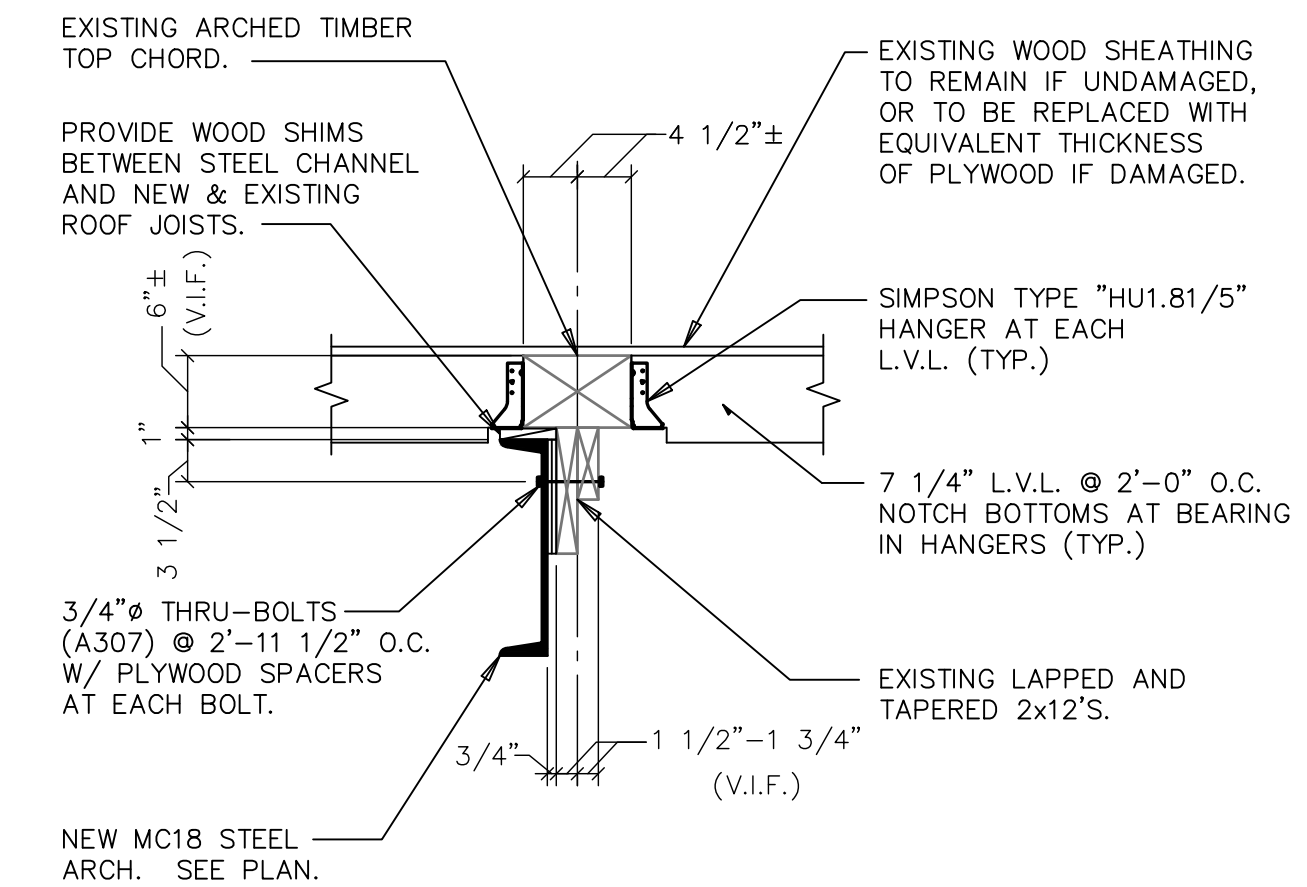
SECTION 5
3/4"=1'-0"



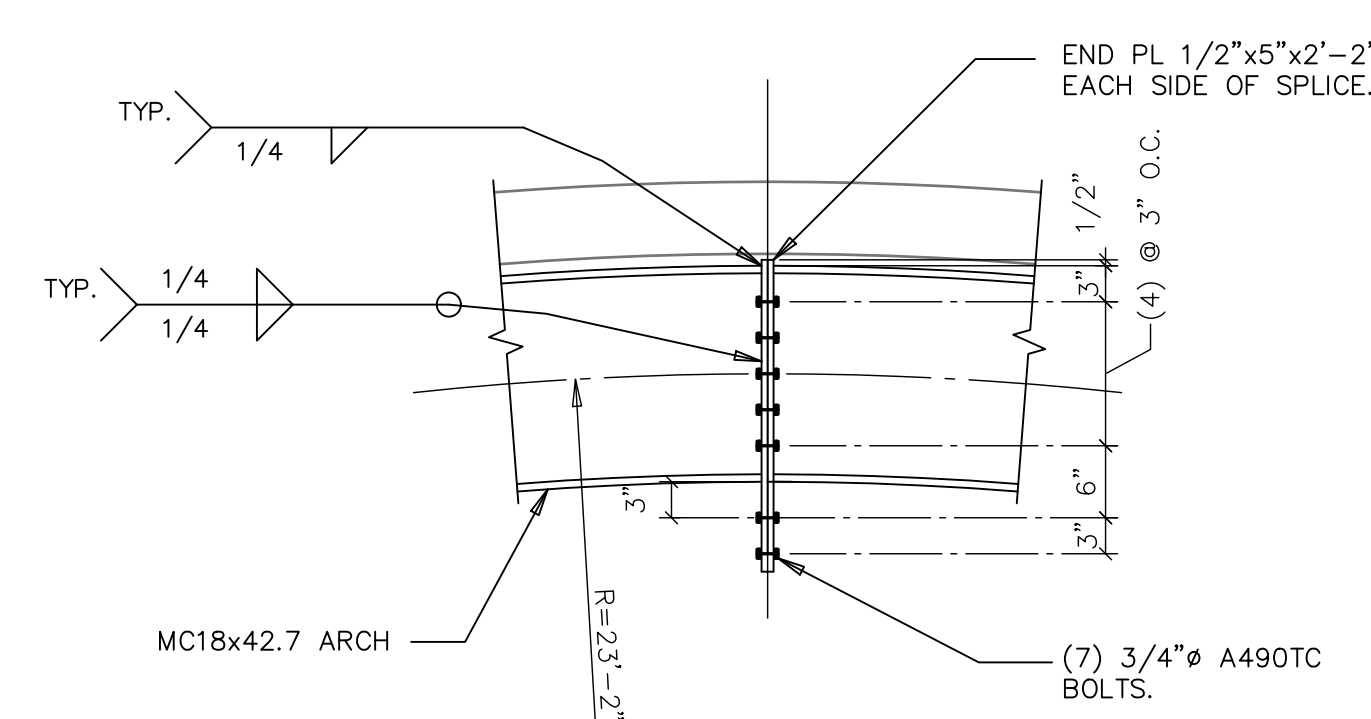
SECTION 6
3/4"=1'-0"



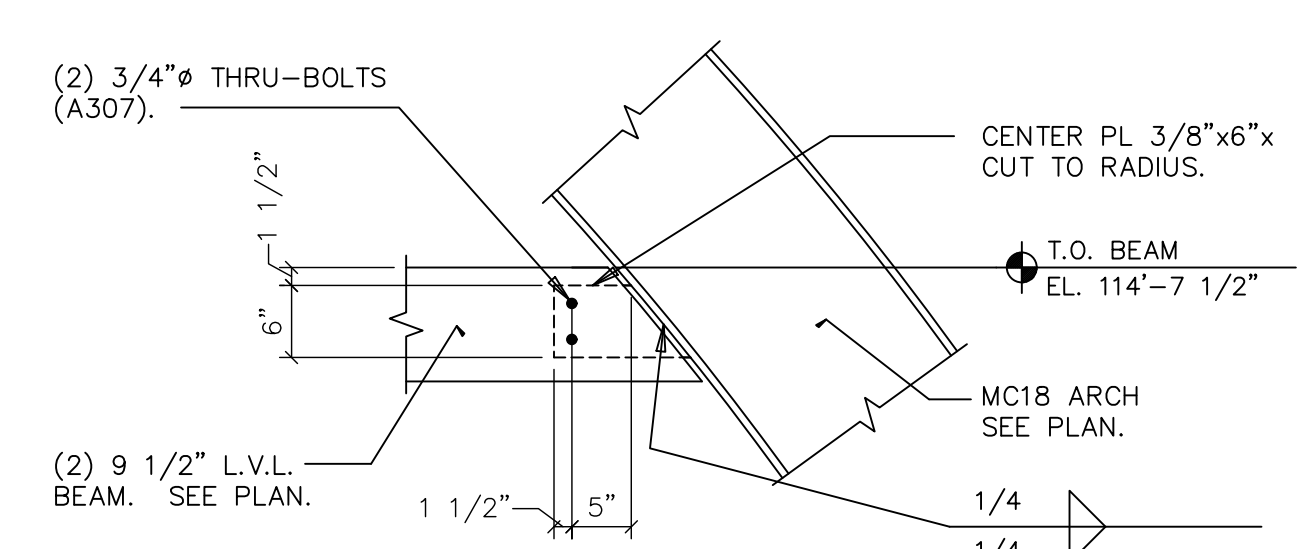
SECTION 7
3/4"=1'-0"



SECTION 8
3/4"=1'-0"



DETAIL A
3/4"=1'-0"



DETAIL B
3/4"=1'-0"



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**FRAMING DETAILS &
SECTIONS**

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DATE: **04/26/24** SHEET NO:
S201
PROJECT NO: **2130**

MECHANICAL AND PLUMBING LEGEND

MECHANICAL AND PLUMBING LEGEND. Includes sections for ABBREVIATIONS, PIPING, PIPING ACCESSORIES, PIPING FITTINGS, DUCTWORK, DUCT ACCESSORIES, GRILLES, REGISTERS, AND DIFFUSERS, and GENERAL SYMBOLS.

FURNACE SCHEDULE

FURNACE SCHEDULE table with columns: TAG, AREA SERVED, MANUFACTURER, MODEL, BLOWER DATA (CFM, E.S.P. INCH W.C., HP), COOLING COIL (MODEL, SENSIBLE MBH, EAT db/wb °F), HEATING EFFICIENCY (AFUE%), HEATING CAPACITY OUTPUT (MINIMUM) (MBH, STAGES), FURNACE POWER REQUIRED (V/PH/Hz, FLA), CONTROLS, WEIGHT (LBS), NOTES / ACCESSORIES.

GRILLES, REGISTERS AND DIFFUSERS SCHEDULE

GRILLES, REGISTERS AND DIFFUSERS SCHEDULE table with columns: TAG, SERVICE, TYPE, MOUNTING, THROW PATTERN, FINISH, ACCESSORIES, KRUEGER SERIES #, SIZE, NOTES.

- SCHEDULE NOTES:
1. LISTED CAPACITIES ARE AT SITE ELEVATION OF 6000 FT.
2. PROVIDE SPECIFIED EQUIPMENT OR APPROVED EQUIVALENT BY OTHER MANUFACTURER.



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MECHANICAL AND PLUMBING LEGEND AND SCHEDULES

NO: ISSUED FOR: DATE:



PROJECT STATUS: CONSTRUCTION DOCUMENTS

DATE: 4/26/2024 SHEET NO:

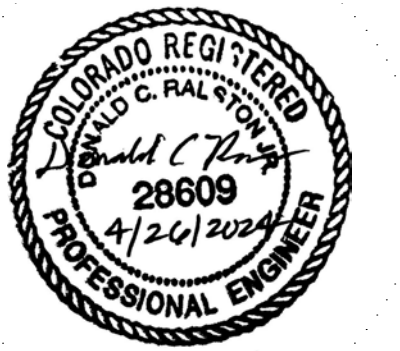
PROJECT NO: 2130 MP001

GENERAL DEMOLITION NOTES

REMOVE ALL EXISTING RETURN AIR DUCTWORK LOCATED IN ATTIC.
REMOVE ALL EXISTING SUPPLY AIR DUCTWORK LOCATED UNDER BENCH AND IN CRAWL SPACE.
DISPOSE OF REMOVED EQUIPMENT AND MATERIALS IN ACCORDANCE WITH APPLICABLE LAW AND PROJECT GENERAL CONDITIONS.
DAMAGE BY MECHANICAL CONTRACTOR OF CONSTRUCTION TO REMAIN SHALL BE RESTORED TO ORIGINAL CONDITION AT MECHANICAL CONTRACTOR'S EXPENSE.



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MECHANICAL AND PLUMBING DEMOLITION PLAN

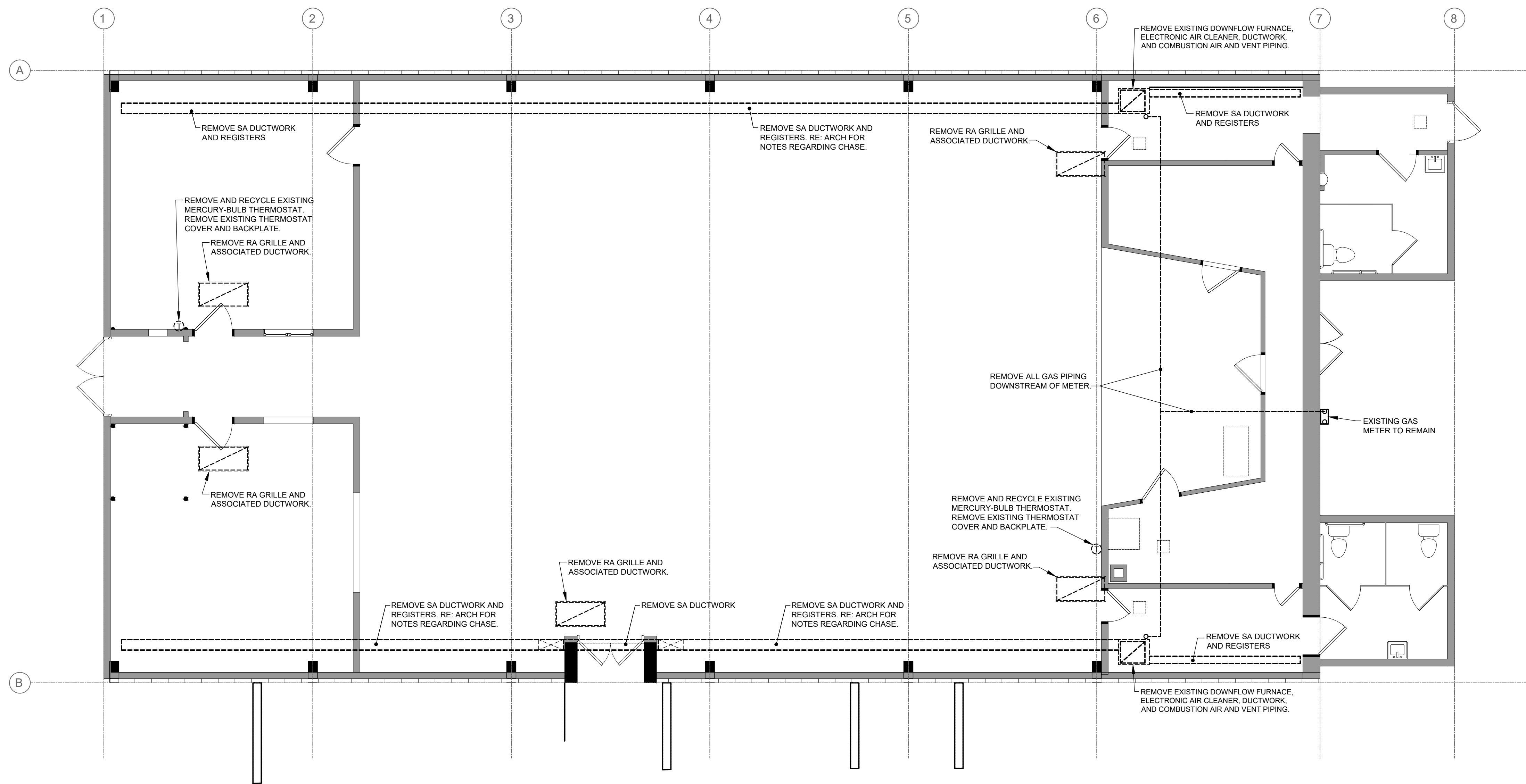
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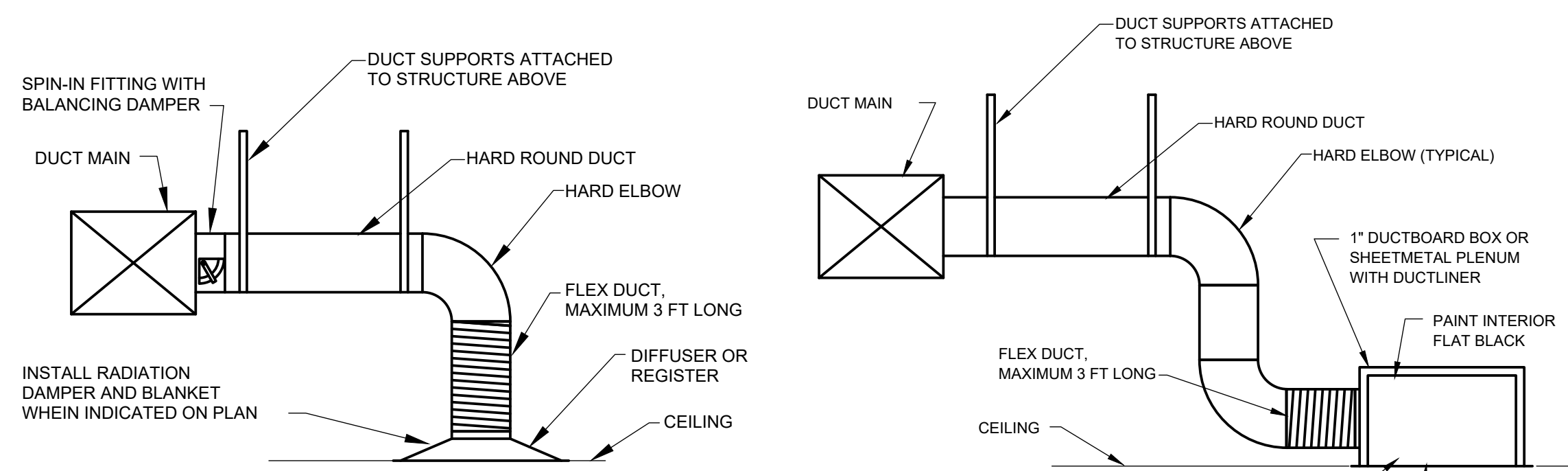
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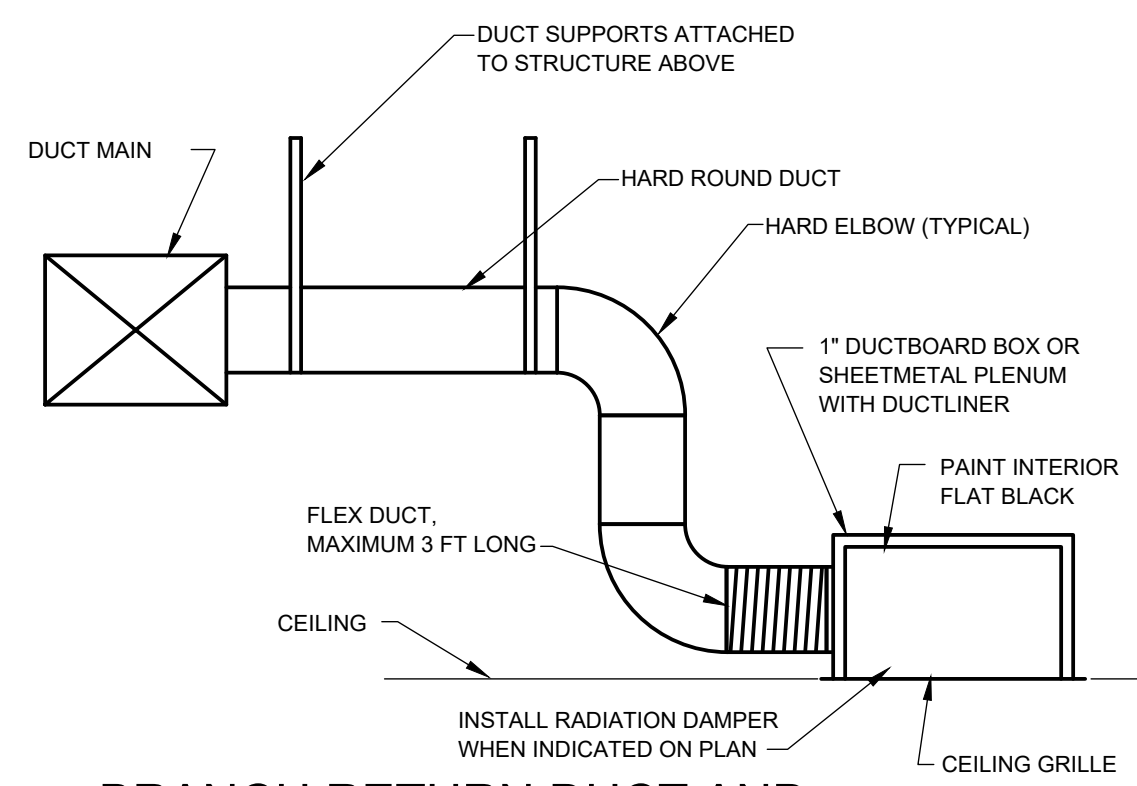
PROJECT NO: 2130 MP021



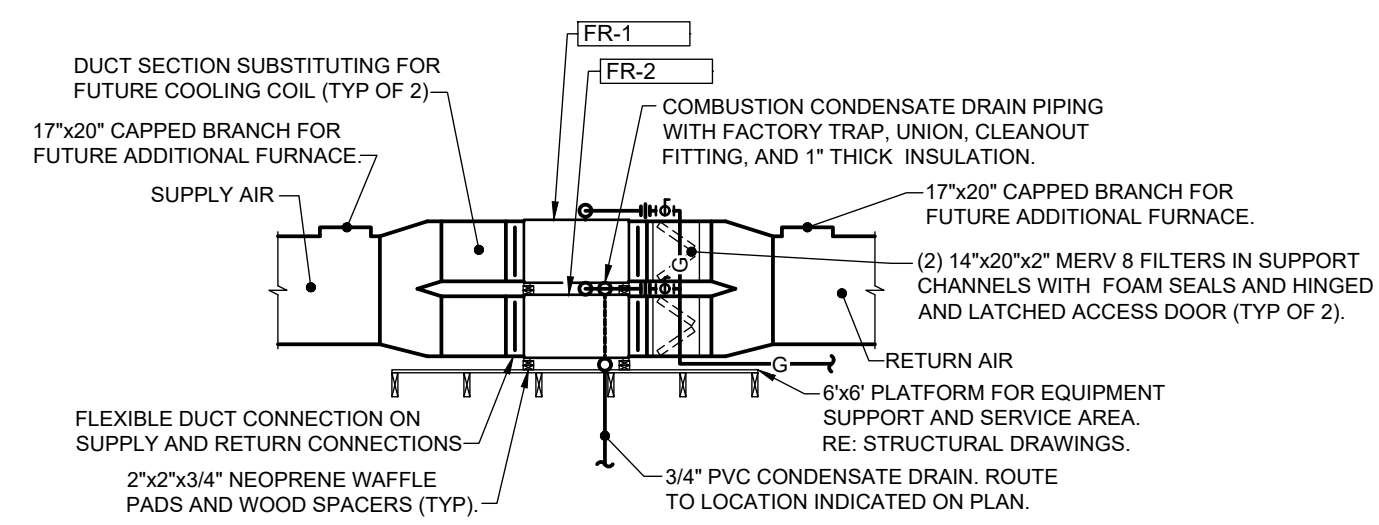
MECHANICAL AND PLUMBING DEMOLITION PLAN
SCALE: 3/16" = 1'-0"
0 4 8 12



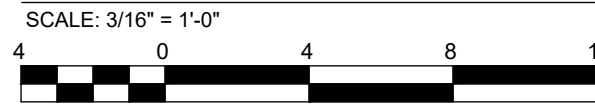
**BRANCH SUPPLY DUCT
INSTALLATION DETAIL**
NO SCALE



**BRANCH RETURN DUCT AND
CEILING GRILLE INSTALLATION DETAIL**
NO SCALE



MECHANICAL SECTION - A / M101



GENERAL NOTES

THE MECHANICAL CONTENT OF THIS DRAWING IS DIAGRAMMATIC AND NOT NECESSARILY TO SCALE.

THE CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO LOCATIONS OF DUCTWORK, EQUIPMENT PIPING, AND SUPPORTS IN ORDER TO COORDINATE WITH BUILDING CONSTRUCTION AND WORK OF OTHER TRADES.

ALL BRANCH DUCTS SERVING ONE DIFFUSER OR EXHAUST GRILLE SHALL INCLUDE A VOLUME DAMPER AT THE BRANCH DUCT POINT OF ORIGIN, UNLESS THE GRILLE OR DIFFUSER HAS BEEN SPECIFIED TO INCLUDE A BALANCING DAMPER.

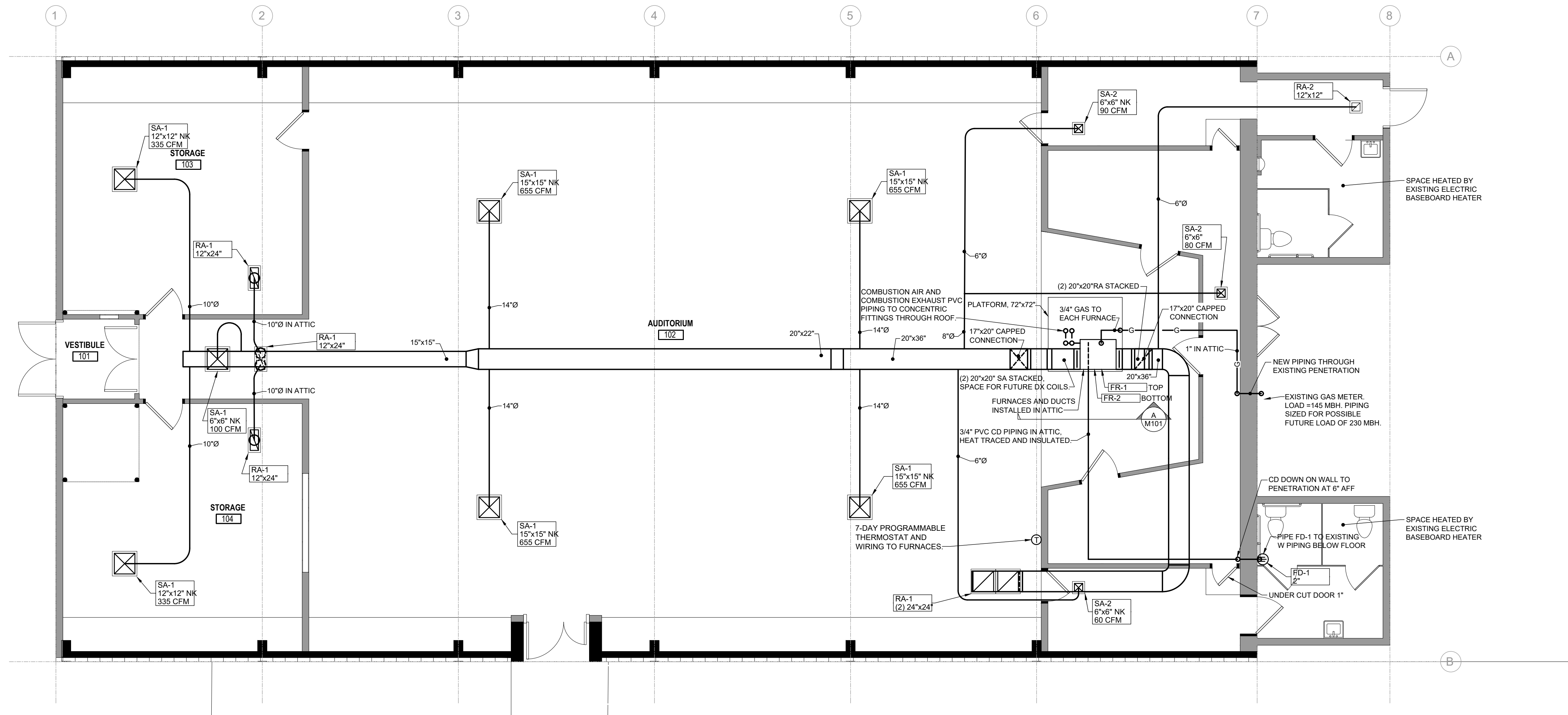
BRANCH DUCTS SERVING SINGLE DIFFUSERS SHALL BE SIZED TO MATCH THE DIFFUSER NECK SIZE UNLESS OTHERWISE INDICATED.

PENETRATIONS BY DUCTS AND PIPING OF AIR BARRIER AT UNDERSIDE OF ROOF STRUCTURE SHALL BE SEALED AIR-TIGHT BY INSTALLING WOOD OR METAL FRAMING ABOVE AND BELOW PENETRATION AND CAULKING PENETRATION ASSEMBLY.

INDICATED DUCT DIMENSIONS ARE SHEET METAL DIMENSIONS.

ROUND DUCTS ARE INDICATED USING SINGLE LINE.

REFER TO SCHEDULES AND SPECIFICATIONS FOR EQUIPMENT AND MATERIALS OF CONSTRUCTION.



MECHANICAL AND PLUMBING PLAN
SCALE: 3/16" = 1'-0"
0 4 8 12



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**MECHANICAL AND
PLUMBING PLAN**

NO: ISSUED FOR: DATE:



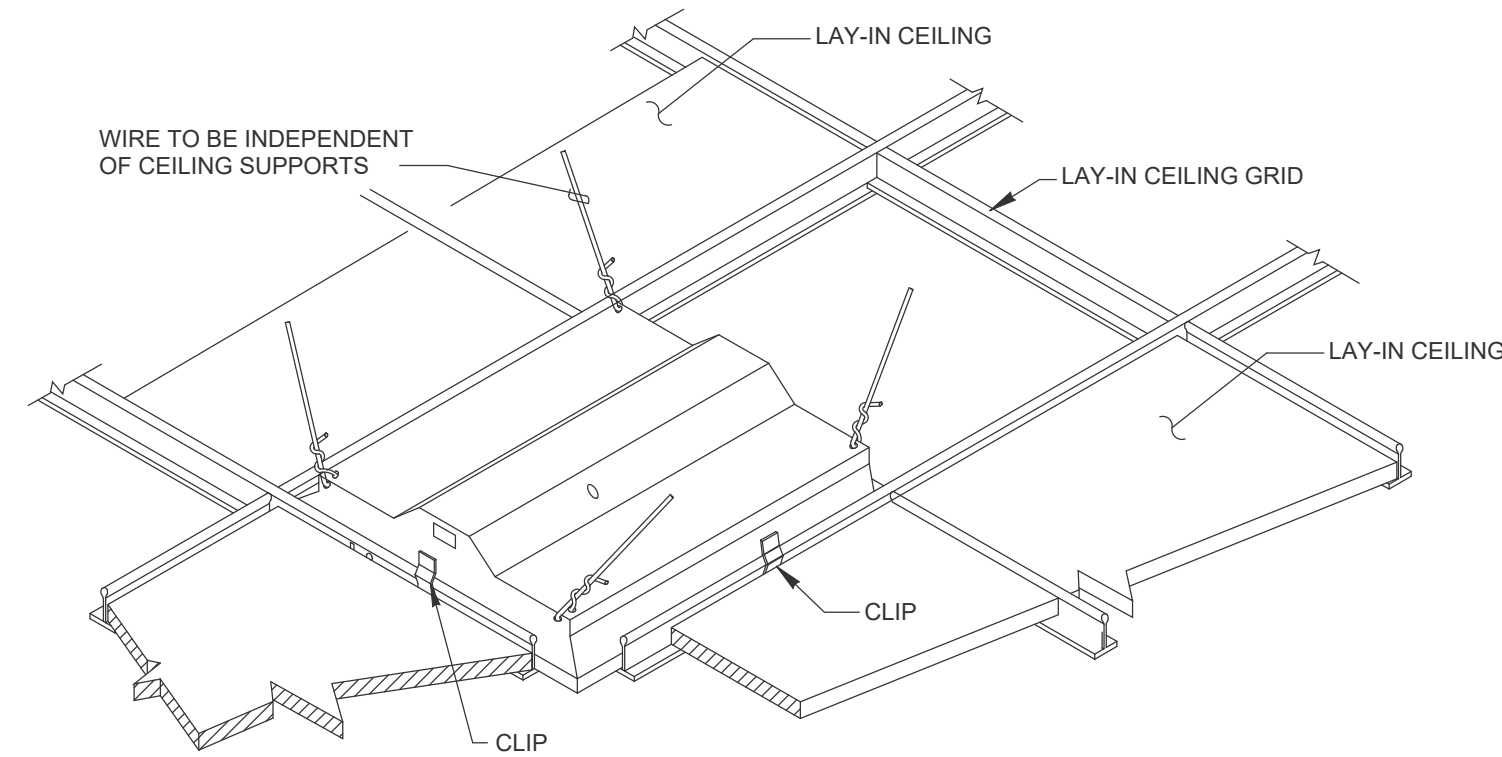
PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE:
4/26/2024

SHEET NO:

PROJECT NO:
2130

MP101



DETAIL NOTES:
 1. 200lb TEST WIRE HANGER AT EACH CORNER OF FIXTURE (TOTAL OF 4) OR 1 CADDY CLIP 515 PER SIDE (TOTAL OF 4)
 2. TYPICAL ALL FIXTURES

TYPICAL RECESSED LUMINAIRE DETAIL
 NO SCALE

MECHANICAL EQUIPMENT SCHEDULE								
PLAN CODE	DESCRIPTION	HP	W VA	V/Ø	FLA	CB	FEEDER	NOTE
(FR1)	FURNACE	-	1,728	120/1	14.4	30/1	1/2" C, 2#10 (THWN, CU), 1#10 G	1
(FR2)	FURNACE	-	1,728	120/1	14.4	30/1	1/2" C, 2#10 (THWN, CU), 1#10 G	1

SCHEDULE NOTES:
 1. EQUIPMENT LOCATIONS, DISCONNECT MEANS, AND CIRCUITING REQUIREMENTS PROVIDED BY OTHERS. CONTRACTOR SHALL VERIFY ANY AND ALL CONTROLLING REQUIREMENTS PRIOR TO ORDERING OR INSTALLING ANY MATERIALS OR EQUIPMENT.

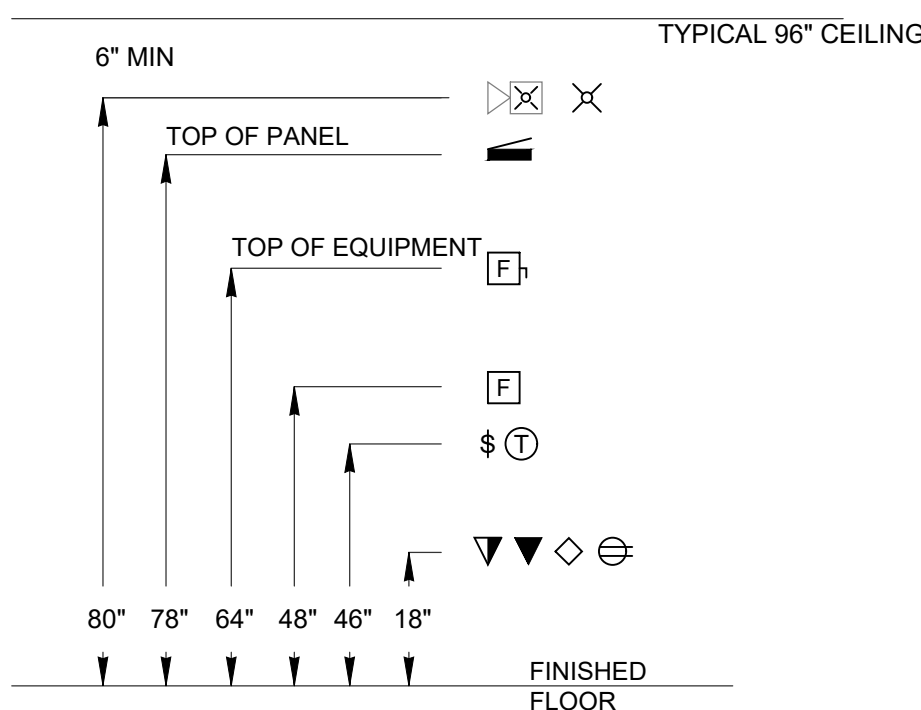
LIGHTING SCHEDULE							
TYPE	LAMPS		CATALOG NO.	DESCRIPTION	INPUT LOAD	VOLT	MOUNTING
	QTY	CAT #					
A	-	LED	MODERN FORMS WS-W1911-BK	LED SCONCE, 548 DELIVERED LUMENS	12 VA	120	WALL
B	-	LED	BEACON RWL1-48L-20-3KL-UNV-DBT-E	LED SCONCE, 2,722 LUMENS, BATTERY	19.9 VA	120	WALL
C	-	LED	CURRENT LFR-4RD-M-15L35K8-WD-DM1 / LFR-4RD-T-SS-BT / LFR-4RD-H	24" LED IP65 2,960 LUMENS, BATTERY	33 VA	120	CEILING
D	-	LED	COLUMBIA LCAT22-35HLG-EDU	2X2 LED TROFFER 4,239 LUMENS	35.1 VA	120	GRID
DE	-	LED	COLUMBIA LCAT22-35HLG-EDU-ELL14	2X2 LED TROFFER 4,239 LUMENS, BATTERY	35.1 VA	120	GRID
E1	-	LED	COMPASS CERB	BLACK THERMOPLASTIC EXIT, UNIVERSAL FACE, RED LED EMERGENCY EXIT	3.6 VA	120	WALL
F	-	LED	WAC LIGHTING HR-LED232R-35-GM LD-700MA09-EDIM-IS	ROUND RECESSED DOWNLIGHT 265 LUMENS, WITH 9W DIMMABLE DRIVER PER THREE	9 VA	120	GRID

LIGHTING SCHEDULE NOTES:
 1. JUNCTION BOXES WITH 5 OR MORE RACEWAYS SHALL HAVE AT LEAST 15 ADDITIONAL SQUARE INCHES OF CAPACITY.
 2. FIXTURE COLORS NOTED IN THE SCHEDULE ARE FOR BIDDING PURPOSES ONLY. VERIFY FINAL COLORS AND FINISHES WITH ARCHITECT AND PROVIDED SAMPLES FOR COLOR SELECTION AND VERIFICATION.

LIGHTING SUBSTITUTION NOTES:
 1. FOR LUMINAIRE SUBSTITUTIONS FOR ANY REASON, CONTRACTOR SHALL INCLUDE WITH THE PROPOSED SUBSTITUTION A LIGHTING SIMULATION WHICH INCLUDES THE MAXIMUM, MINIMUM, AND AVERAGE ILLUMINATION FOR BOTH NORMAL AND EMERGENCY. THE SIMULATION FOR EMERGENCY SHALL INCLUDE CONTOUR LINES FOR 0.5, 1.0 AND 2.0 FOOTCANDLES.
 2. CONTRACTOR SHALL ALSO SUBMIT AN ENERGY COMPLIANCE IF REQUIRED BY THE AHJ AND INCLUDE THE REQUIRED CONTROLS IN THE SUBMITTAL.

ELECTRICAL GENERAL DRAWING NOTES:

- THESE DRAWINGS ARE DIAGRAMMATIC. REFER TO THE ARCHITECTURAL, CIVIL, STRUCTURAL, AND MECHANICAL DRAWINGS FOR EXACT DIMENSIONS.
- REFER TO THE ARCHITECTURAL DRAWINGS, ELEVATIONS, DETAILS, AND DIAGRAMS FOR LOCATIONS OF THE FLOOR AND WALL DEVICES. IF DEVICES ARE NOT NOTED OTHERWISE THEY SHALL BE MOUNTED PER THE DETAIL ON THIS SHEET.
- COORDINATE ANY AND ALL EQUIPMENT LOCATIONS WITH THE OWNER PRIOR TO ROUGH-IN. COORDINATE ANY AND ALL WIRING DEVICE LOCATIONS WITH THE ARCHITECTURAL ELEVATIONS, CASEWORK, SHOP DRAWINGS, AND EQUIPMENT INSTALLATION DRAWINGS. COORDINATE THE LOCATION OF ANY AND ALL MECHANICAL EQUIPMENT WITH THE MECHANICAL DRAWINGS, MECHANICAL SUBMITTALS, AND THE MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN. COORDINATE THE LOCATION OF ANY AND ALL LUMINAIRES WITH THE ARCHITECTURAL REFLECTED CEILING PLANS.
- ANY AND ALL ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL BRANCH CIRCUITS AND FEEDERS SHALL HAVE AN EQUIPMENT GROUNDING CONDUCTOR. ALL CONDUCTORS SHALL BE SIZED PER THE NEC, MINIMUM #12 AWG UNLESS NOTED OTHERWISE. BRANCH CIRCUITS SHOWN AS A SINGLE HOMERUN SHALL NOT BE COMBINED WITH OTHER CIRCUITS.
- COORDINATE LOCATION OF WALL MOUNTED LUMINAIRES WITH ARCHITECT AND/OR OWNER.
- ALL ELECTRICAL WORK SHALL COMPLY WITH LATEST ENFORCED EDITION OF NEC AND ALL APPLICABLE LOCAL CODES. ALL RECEPTACLES WITHIN 6 FEET OF WATER SHALL BE GFCI.
- THE CONTRACTOR SHALL MAINTAIN FIRE-RATINGS FOR ALL CONDUIT PENETRATIONS THROUGH FIRE-RATED CONSTRUCTION.
- WHEN NOT SPECIFICALLY DEPICTED, ALL BRANCH CIRCUITS WITH HOME RUNS OVER 50 FEET, SHALL BE SIZED ONE SIZE LARGER.
- VERIFY AND COORDINATE LUMINAIRE MOUNTING REQUIREMENTS PRIOR TO PLACING ORDER. CONTRACTOR SHALL VERIFY PENDANT LENGTH, CEILING HEIGHTS, ADA REQUIREMENTS, AND OTHER FACTORS. CONTRACTOR IS RESPONSIBLE FOR ALL HARDWARE AND EQUIPMENT REQUIRED AND SHALL BEAR ANY AND ALL THE COSTS.
- ELECTRICAL DEVICES PROJECTING FROM THE WALLS WITH THEIR LEADING EDGES BETWEEN 27" AND 80" AFF" SHALL PROTRUDE NO MORE THAN 4" INTO WALKWAYS OR CORRIDORS FOR ADA COMPLIANCE.
- BACK TO BACK MOUNTING OF RECEPTACLES OR COMMUNICATION OUTLETS IS PROHIBITED.
- GFCI DEVICES SHALL BE PROVIDED AS REQUIRED BY THE NEC AND LOCAL REQUIREMENTS.
- ALL BELOW GRADE AND IN CONCRETE RACEWAY SHALL BE GRC OR PVC, ALL RACEWAY OVER 12 INCHES ABOVE GRADE SHALL BE EMT OR GRC. ALL RACEWAY IN CLASSIFIED AREAS SHALL BE SEALED GRC.
- BEAM SPREAD OF "PAR" AND "MR" LAMPS SHALL BE DETERMINED IN THE FIELD.
- ALL BRANCH CIRCUITS FOR MECHANICAL EQUIPMENT CONDUCTORS SHALL BE COORDINATED.
- THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE REQUIRED RACEWAYS FOR SYSTEMS SUBCONTRACTORS AND VENDORS (TELEPHONE, CABLE, TELE/DATA, PAGING, SECURITY, ETC).
- LOCATION OF EXISTING ELECTRICAL SYSTEMS AND UTILITIES ARE NOT DEPICTED ON THESE DRAWINGS. CONTRACTOR SHALL FIELD VERIFY ANY AND ALL EXISTING AND ABANDONED SYSTEMS AND UTILITIES PRIOR TO ANY DIGGING.
- REFER TO THE ELECTRICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION. ALL PRODUCTS, INSTALLATION PROCESSES, AND WORKMANSHIP SHALL MEET OR EXCEED THE DESIGN AND CONSTRUCTION STANDARDS FOR THIS PROJECT.
- PROVIDE ACCESS PANELS WHERE REQUIRED IN ALL CEILINGS INCLUDING, BUT NOT LIMITED TO FIRE SMOKE DAMPERS, FIRE LIFE SAFETY J-BOXES, FAN COILS AND VAV BOXES PER MANUFACTURER'S WRITTEN RECOMMENDATIONS, CONDUIT BANK PULL BOXES AND CONTROL AND SHUTOFF VALVES.
- COORDINATE DEVICE ATTACHMENT TO COOLER AND FREEZER WALLS AND CEILING WITH MANUFACTURER AND INSTALLER. DO NOT DIRECTLY ATTACH TO WALL OF CEILING WITHOUT PROPER DIRECTION.
- INASMUCH AS DESIGN FOR REMODELING AND/OR REHABILITATION REQUIRES THAT CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS, AND BECAUSE SOME OF THESE ASSUMPTIONS CANNOT BE VERIFIED WITHOUT DESTROYING OTHERWISE ADEQUATE OR SERVICEABLE PORTIONS OF THE BUILDING OR FACILITIES, THE ENGINEER CANNOT ASSURE THE OWNER OR THE CONTRACTOR THAT THE PROFESSIONAL CONSULTING SERVICES HEREIN ENCOMPASS ALL CONTINGENCIES. FIELD COORDINATION DURING CONSTRUCTION IS IMPERATIVE. CONTRACTORS BIDDING THIS WORK MUST MAKE REASONABLE ALLOWANCES FOR UNFORESEEN CONTINGENCIES.



DETAIL NOTES:
 1. HEIGHTS SHOWN ARE TYPICAL TO CENTERLINE OF BOX UNLESS OTHERWISE DEPICTED OR NOTED.
 2. DEVICES ABOVE DOORS SHALL BE CENTERED TOP OF DOOR TRIM AND CEILING LINE.
 3. MOUNTING HEIGHTS SHOWN ON ARCHITECTURAL ELEVATIONS SHALL GOVERN OVER THOSE SHOWN ABOVE.
 4. FOR CEILING HEIGHTS ABOVE 86 INCHES, INSTALL FIRE ALARM NOTIFICATION AUDIO AND VISUAL APPLIANCES AT 80" AFF, OTHERWISE INSTALL AT 6" BELOW CEILING.
 5. THE ELECTRICAL CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL TELEVISION OUTLETS WITH THE ARCHITECT PRIOR TO INSTALLATION.
 6. ALL DEVICES SHOWN ON THIS DETAIL ARE FOR REFERENCES OF MOUNTING HEIGHTS ONLY. THE ELECTRICAL CONTRACTOR SHALL FIELD ADJUST THE HEIGHTS OF THE DEVICES AS REQUIRED FOR PROPER MOUNTING OF THE DEVICES.
 7. ALL DEVICES REQUIRED FOR THIS PROJECT MAY NOT APPEAR ON THIS DETAIL. ALL ITEMS SHOWN ON THIS DETAIL MAY NOT BE REQUIRED FOR THIS PROJECT.

TYPICAL DEVICE MOUNTING HEIGHTS
 NO SCALE

ELECTRICAL LEGEND

- BRANCH CIRCUIT PANELBOARD
- TELEPHONE TERMINAL BOARD
- MOTOR
- FUSED SAFETY SWITCH / DISCONNECT
- DOOR OPENER
- COMBINATION MOTOR STARTER
- CONTACTOR
- CIRCUITRY HOMERUN: PANEL LA - CIR. #7
- CONDUIT OR WIRE CONCEALED IN WALL/CLG.
- CONDUIT OR WIRE UNDERFLOOR/UNDERGND.
- CEILING JUNCTION BOX - SURFACE/FLUSH
- WALL JUNCTION BOX - SURFACE/FLUSH
- SIMPLEX RECEPTACLE
- DUPLEX RECEPTACLE
- SPLIT WIRED DUPLEX RECEPTACLE
- FOURPLEX RECEPTACLE
- APPLIANCE RECEPTACLE - 3 WIRE
- APPLIANCE RECEPTACLE - 4 WIRE
- FLOOR BOX
- WALL MOUNTED POWER STRIP
- THERMOSTAT
- TELEPHONE OUTLET
- COMPUTER-DATA
- COMBINATION DATA/TELEPHONE
- TELEVISION OUTLET
- VOLUME CONTROL
- HANDICAP DOOR BUTTON
- SECURITY CAMERA
- SPRINKLER HEAD
- INTERCOM SPEAKER
- INTERCOM HANDSET
- INTERCOM AUDIO ACTIVATED STROBE 10-15 SEC
- WIFI ACCESS POINT

SWITCHES

- SINGLE POLE SWITCH
- TWO POLE SWITCH
- THREE-WAY SWITCH
- FOUR-WAY SWITCH
- DIMMER SWITCH
- OCCUPANCY/MOTION SENSOR

LIGHTING

- # FIXTURE # INDICATES FIXTURE TYPE
- FIXTURE WITH EMERGENCY BALLAST
- WALL BRACKET FIXTURE
- OPEN STRIP FIXTURE
- SURFACE FIXTURE WITH EMERGENCY BALLAST
- SURFACE CEILING FIXTURE & PENDENT
- WALL MOUNTED FIXTURE
- RECESSED CEILING DOWN LIGHT
- RECESSED WALL / STEP LIGHT
- DOUBLE FACE EXIT SIGN, WALL AND CEILING MOUNTED
- SINGLE FACE EXIT SIGN, WALL AND CEILING MOUNTED
- WALL/CEILING MOUNTED EMERGENCY LIGHT
- WALL/CEILING MOUNTED EMERGENCY AND EXIT LIGHT
- REMOTE MOUNTED EMERGENCY HEAD
- TRACK LIGHTING
- NIGHT LIGHT
- SLOT OR PENDENT LIGHT

ABBREVIATIONS

- NL EXISTING NIGHT/SECURITY LIGHT - DO NOT SWITCH
- WP WEATHERPROOF
- A.F.F. ABOVE FINISHED FLOOR
- A.F.G. ABOVE FINISHED GRADE
- GFCI GROUND FAULT CIRCUIT INTERRUPTER
- AFCI ARC FAULT CIRCUIT INTERRUPTER
- GP GFCI RECEPTACLE
- EM EMERGENCY FUNCTION
- 42" MOUNTING HEIGHT - A.F.F. OR A.F.G. TO C.L. HIGH
- HID CB INTENSITY DISCHARGE LIGHTING TYPE CIRCUIT BREAKER
- SWD CB U.L. LISTED AS SWITCHING DUTY CIRCUIT BREAKER
- (N) NEW
- (E) EXISTING

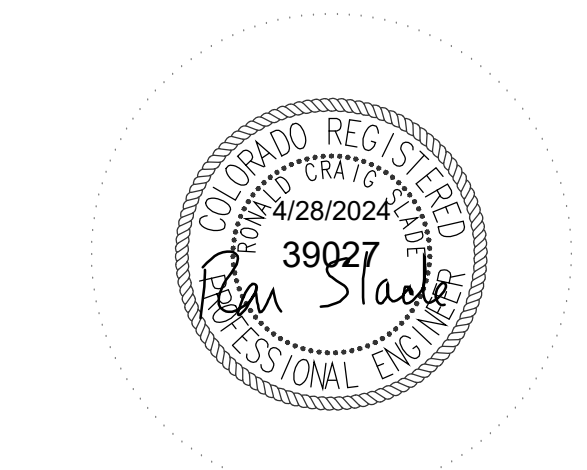
LEGEND NOTES

- ALL SYMBOLS SHOWN ON LEGEND ARE NOT NECESSARILY USED
- WHERE A SYMBOL IS USED WHICH IS NOT IN THE LEGEND, THAT SYMBOL COMPLIES WITH IEEE STD 315.
- SYMBOLS DEPICTED IN LIGHTER LINE WEIGHT ARE EXISTING.



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COLLBRAN AUDITORIUM REMODEL

COLLBRAN, COLORADO

TITLE SHEET DETAILS SCHEDULES

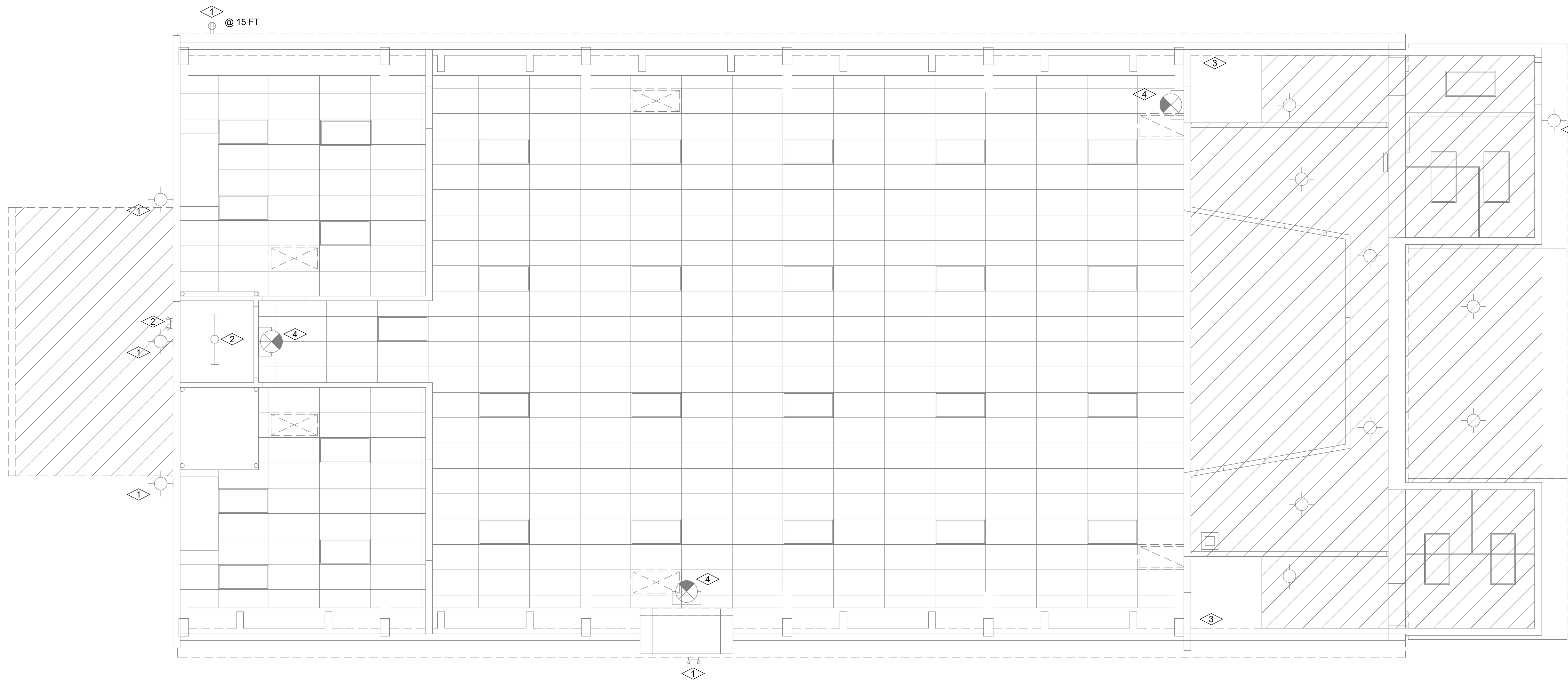
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 100% CD

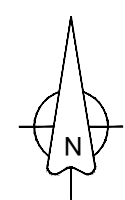
DATE:
4/28/2024 SHEET NO:

PROJECT NO:
2130 E001



DEMOLITION NOTES:

1. CONTRACTOR SHALL REMOVE FOR LATER INSTALLATION LIGHTING IN AFFECTED AREAS TO FACILITATE WORK BY OTHERS.
2. CONTRACTOR SHALL FIELD VERIFY THE CONDITION OF ANY AND ALL ELECTRICAL ITEMS ASSOCIATED WITH THIS WORK AT THE TIME OF REMOVAL AND BRING ANY IRREGULARITIES TO THE ATTENTION OF THE PROJECT MANAGER AND NOTE THE ISSUE ON THE DRAWINGS IN BLUE INK. MAINTAIN A PHOTOGRAPH OF THE ISSUE FOR VERIFICATION.
3. ANY DAMAGED OR OTHERWISE DEGRADED EQUIPMENT SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
4. PAYMENT TO CORRECT THE EXISTING IRREGULARITIES SHALL BE PRE APPROVED BY THE PROJECT MANAGER AND WILL BE CONSIDERED EXTRA WORK.
5. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ANY AND ALL MATERIALS AND EQUIPMENT PRIOR TO BID TO DETERMINE WHAT, IF ANYTHING MAY REMAIN IN PLACE OR BE REUSED. BID SHALL INCLUDE ANY AND ALL EQUIPMENT, MATERIALS, LABOR, ETC AS REQUIRED FOR DEMOLITION AND NEW CONSTRUCTION.
6. ALL DEMOLISHED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED. DISPOSE OF ALL REMOVED MATERIALS AND EQUIPMENT OFF OF THE OWNER'S PROPERTY.
7. CARE SHALL BE TAKEN AT INTERFACE BETWEEN DEMOLITION AND EXISTING CONSTRUCTION TO REMAIN TO AVOID DAMAGE TO ANY SYSTEM THAT IS TO REMAIN.
8. CONTRACTOR SHALL REMOVE ALL MAJOR ELECTRICAL MATERIALS AND EQUIPMENT THAT ARE NOT FULLY FUNCTIONAL PRIOR TO THE COMPLETION OF CONSTRUCTION.
9. EQUIPMENT AND DEVICES ARE DEPICTED FOR REFERENCE ONLY TO FACILITATE PLANNING AND BIDDING.
10. CONTRACTOR SHALL FIELD VERIFY ANY AND ALL EQUIPMENT AND DEVICES FOR REMOVAL BASED ON ARCHITECTURAL DRAWINGS AND INCLUDE ALL WORK IN THE BASE BID.



DEMOLITION PLAN

3/16" = 1'-0"



DRAWING NOTES:

1. REPLACE EXISTING FURNACES.
2. REMOVE & SALVAGE EXIT SIGNS FOR REINSTALLATION (TYP OF 3)
3. REMOVE & SALVAGE ALL GRID LIGHT FIXTURES & DEVICES FOR REINSTALLATION. PROTECT EXISTING WIRING IN PLACE AS MUCH AS POSSIBLE & CAP.

DRAWING NOTES:

- ① REMOVE EXTERIOR EQUIPMENT
- ② REMOVE FOR WORK BY OTHERS. STORE FOR FUTURE REINSTALLATION.
- ③ COORDINATE REMOVAL OF FURNACE WITH MECHANICAL CONTRACTOR, REMOVE ASSOCIATED RACEWAY AND CONDUCTORS.
- ④ THIS EQUIPMENT TO REMAIN IN PLACE DURING CONSTRUCTION, AND REPLACED WHEN NEW LIGHTING IS INSTALLED.



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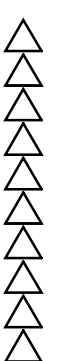
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 AUDITORIUM
 REMODEL**

COLLBRAN, COLORADO

DEMOLITION PLAN

NO: _____ ISSUED FOR: _____ DATE: _____



PROJECT STATUS:
 100% CD

DATE:
4/28/2024 SHEET NO. _____

PROJECT NO:
2130 E101



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REMODEL**

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IMPROVEMENTS PLAN

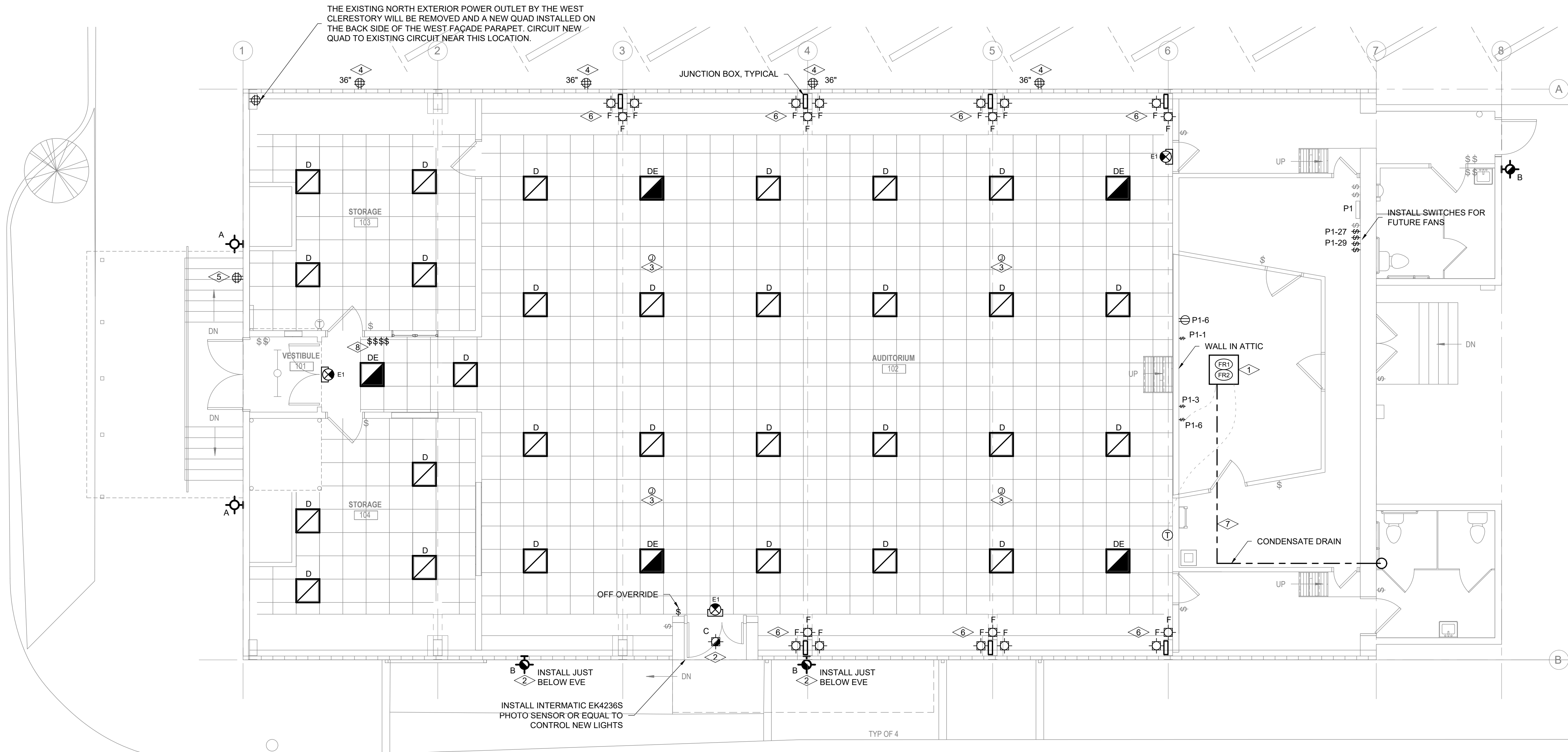
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PROJECT STATUS:
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4/28/2024 SHEET NO:

PROJECT NO:
2130 E103

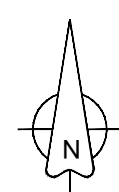


LIGHTING REPLACEMENT NOTES:

- BECAUSE FLORESCENT TUBES ARE BECOMING DIFFICULT TO SOURCE AND EXPENSIVE, THE LIGHTING IS BEING REPLACED AS A MAINTENANCE PROGRAM AND IS NOT A REDESIGN OF THE EXISTING LIGHTING SYSTEM. THE EXISTING CONTROLS SHALL REMAIN WITHOUT MODIFICATION.
- THE EXISTING TROFFERS ARE 4 T8 OR T12 FLORESCENT WITH INPUT WATTAGE OF 114 WATTS OR MORE. THE REPLACEMENT LIGHTS HAVE LOWER WATTAGE THEREFOR ALL CIRCUITS HAVE LOWER AMPERAGE.

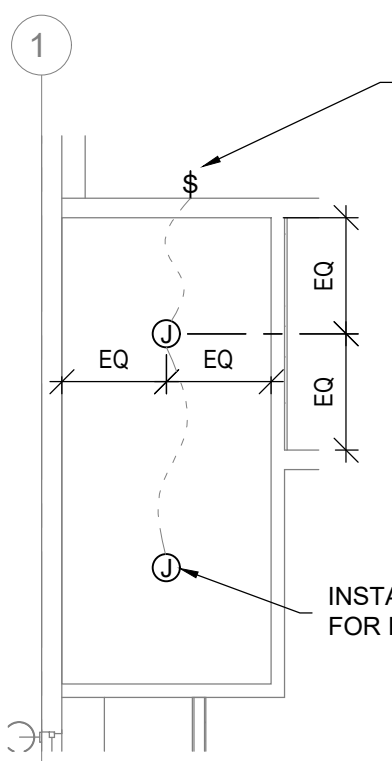
EXISTING PANEL NOTES:

- THE EXISTING PANEL SCHEDULE HAS BEEN REVISED SEVERAL TIMES AND IS INCORRECT. CONTRACTOR SHALL VERIFY ALL CIRCUITING PRIOR TO ANY WORK.
- P1-1&3 ARE MISSING CIRCUIT BREAKERS. CIRCUIT FURNACES TO THESE AS NEW CIRCUITING.
- REMOVE ALL INDICATIONS OF PREVIOUS PANEL SCHEDULES AND INSTALL A CORRECT PANEL SCHEDULE PRIOR TO INSPECTION.
- AN ESTIMATE OF REDUCED LOAD OF 1KW BASED ON THE REPLACED LIGHTING.

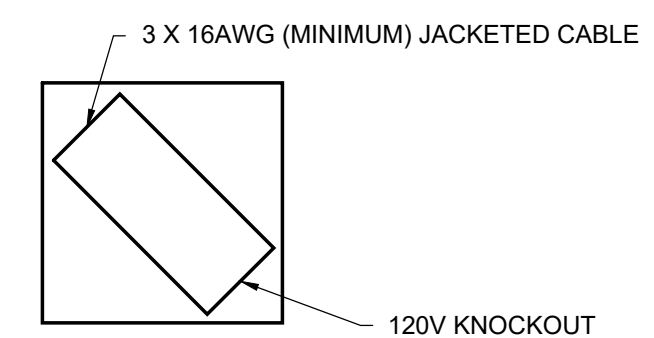


IMPROVEMENTS PLAN

3/16" = 1'-0"



COORDINATE SWITCH LOCATION WITH THE PROJECT MANAGER, CIRCUIT TO EXISTING LIGHTING FOR THIS SPACE.



DRIVER DETAIL

NO SCALE

DETAIL NOTES:

- SUGGESTED INSTALLATION LAYOUT TO PROVIDE MAXIMUM CONDUCTOR SPACE

DRAWING NOTES

- FURNACES ARE STACKED, CIRCUIT NEW FURNACE AS REQUIRED.
- CIRCUIT TO MDP-15 IN EXISTING PANEL, SEE ALTERNATE PANEL SCHEDULE FOR REVISED CIRCUITING.
- INSTALL 3-0 BACKBOX AND CIRCUITING FOR FUTURE CEILING FAN INSTALLATION.
- REPLACE CIRCUIT BREAKER 12 WITH 20A TANDEM CIRCUIT BREAKER AND CIRCUIT 12B TO THIS DEVICE.
- INSTALL NEW QUAD OUTLET ABOVE THE ENTRY CANOPY ON THE WEST FAÇADE, COORDINATE LOCATION WITH THE PROJECT MANAGER. CIRCUIT TO 12B.
- INSTALL LUMINAIRES ON TOP OF THE COLUMN AND DIRECT LIGHT FOR BEST ILLUMINATION OF THE TRUSS. INSTALL METAL 8X8X3 FLUSH JUNCTION BOX FOR DRIVER.
- INSTALL RAYCHEM 3XLE1-CR OR EQUAL FULL LENGTH OF CONDENSATE DRAIN TO 24" INTO HEATED SPACE. CABLE SHALL HAVE <1 WATT/FT ABOVE 100F.
- REPLACE JUNCTION BOX AND SWITCHES, INSTALL NEW SWITCH FOR COLUMN DIRECTIONAL LIGHTS, CIRCUIT TO EXISTING SYSTEM.

DRAWING NOTES:

- INSTALL NEW LUMINAIRES AS SCHEDULED.

PROJECTOR IMPROVEMENTS PLAN

3/16" = 1'-0"



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ALTERNATES PLAN

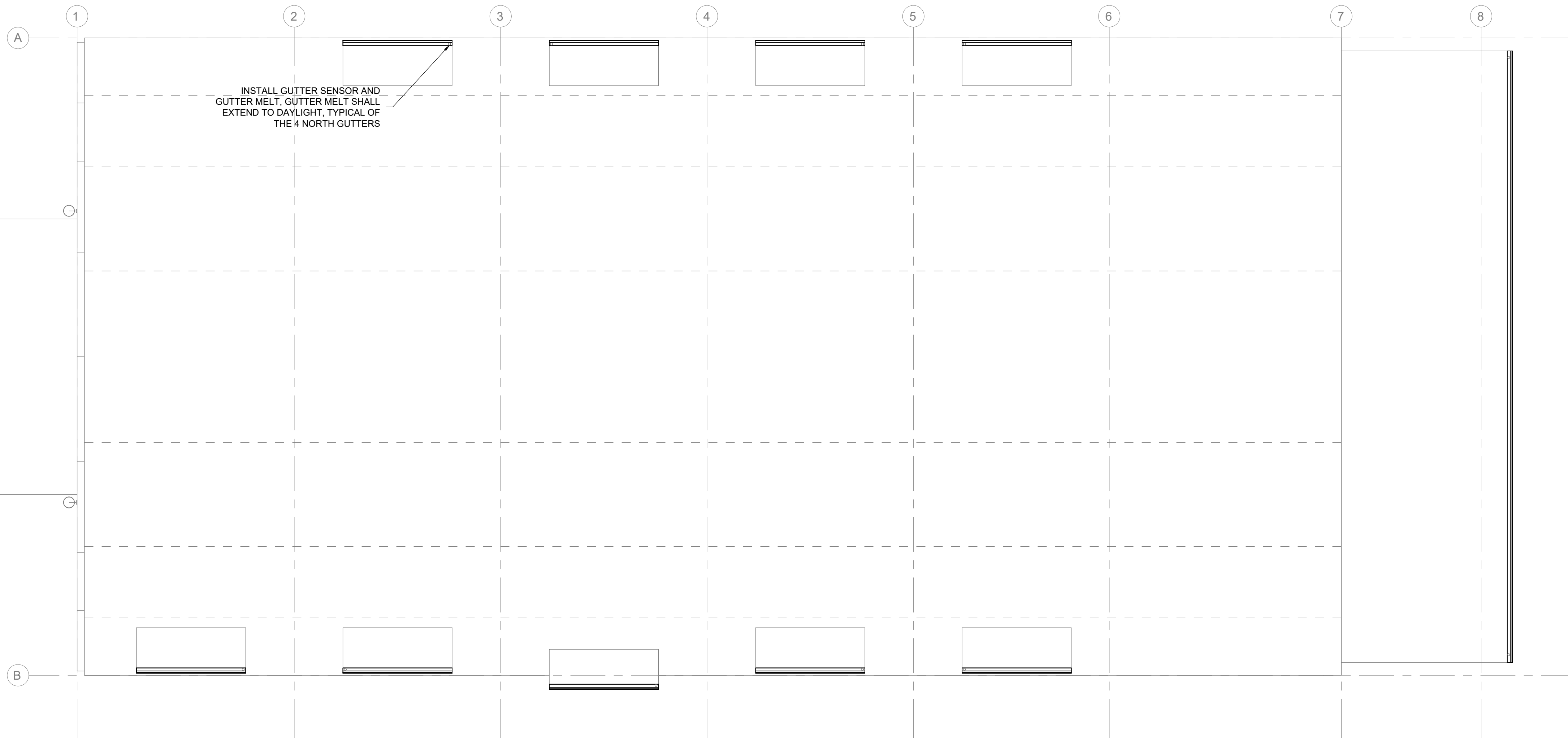
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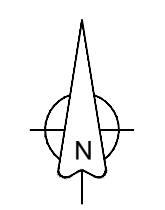
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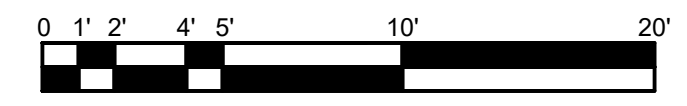
PROJECT NO:
2130 E104



VOLTAGE	240/120	PANEL	P1	LOCATION	
PHASE	1	MAIN BREAKER	MLO	MOUNTING SURFACE	
WIRE	3	FEEDER	EXISTING	DRAWING	
BUS AMP	200	MANUFACTURER		AIC	10,000



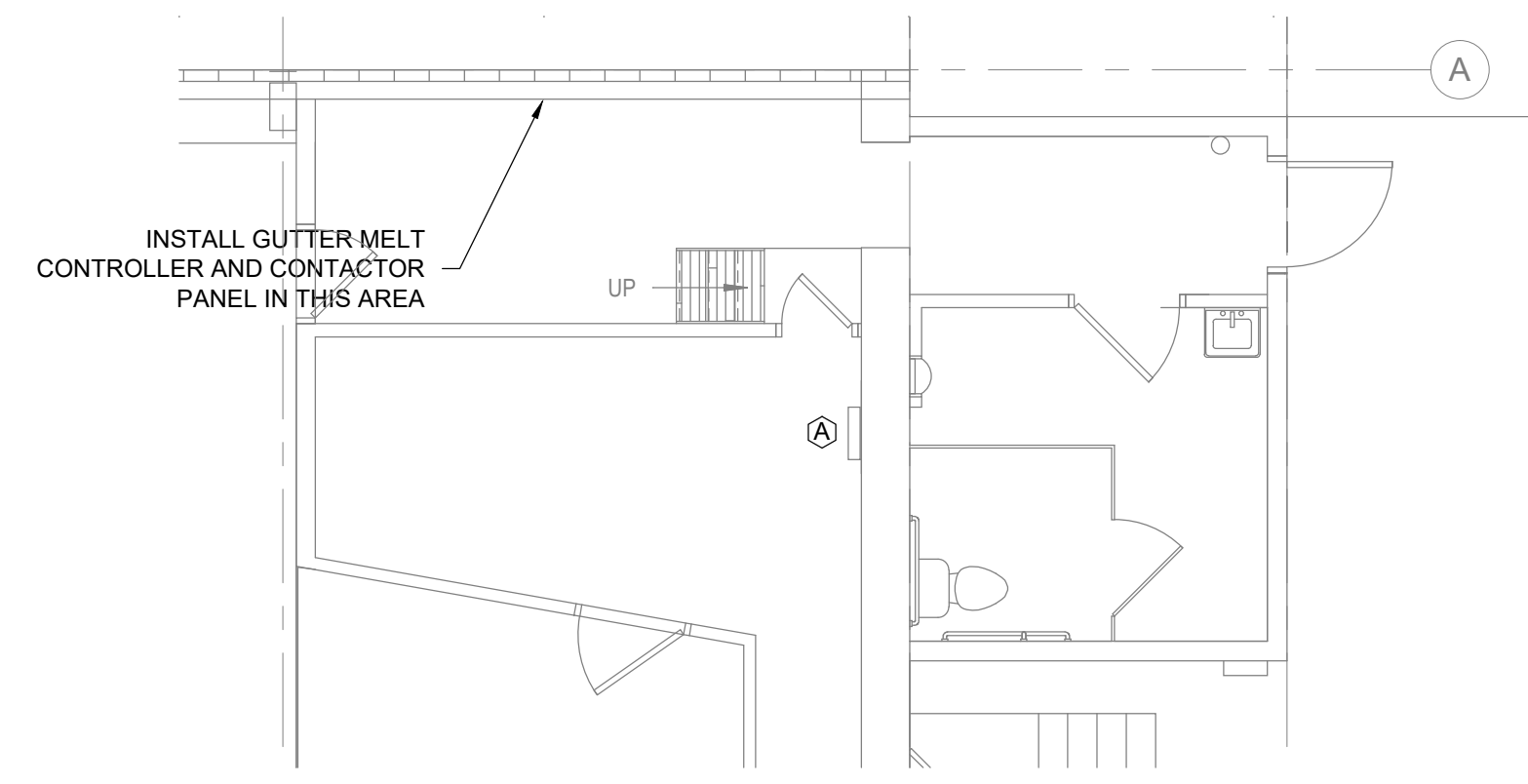
ALTERNATE #2 PLAN
3/16" = 1'-0"



DESCRIPTION	BREAKER	CKT	BUS	CKT	BREAKER	DESCRIPTION
	AMPS	POLE	#	CONN	POLE/AMPS	
EXIT LIGHTS	20	1	A	2	1	BACK AREA LIGHTS
STAGE LIGHTS	20	1	B	4	1	STAGE PLUGS SOUTH
BACK AREA LIGHT NORTH	20	1	A	6	1	NEW REC
LIGHTS MAIN ROOM	20	1	B	8	1	NEW REC
LIGHTS MAIN ROOM	20	1	A	10	1	N REC
STAGE PLUGS NORTH	20	1	B	12	1	OUT NORTH LIGHT
FURNACE AND HIDDEN	20	1	A	14	1	???
OUTSIDE FRONT LIGHT	20	1	B	16	1	???
BASEBOARD	20	2	A	18	1	BATH POWER
	-	19	B	20	1	WATER HEATER
EXTERIOR LIGHTS	20	1	A	22	1	WARE LITE??
GUTTER MELT	20	2	B	24	1	LITES MAIN FLOOR
FAN	20	-	A	26	1	FURNACE
FAN	20	1	B	28	1	FURNACE
SPARE	20	1	A	30	1	SPARE
SPARE	20	1	B	32	-	SPACE
SPARE	20	1	A	34	-	SPACE
SPARE	-	35	B	36	-	SPACE
SPARE	-	37	A	38	-	SPACE
SPARE	-	39	B	40	-	SPACE
SPARE	-	41	A	42	-	SPACE

- ALTERNATE #1 NEW PANEL SCHEDULE:
 1. REPLACE EXISTING PANEL AND EXIT CIRCUIT BREAKER AND MAINTAIN EXISTING CIRCUITING.
 2. EXISTING CIRCUITS ARE REPRESENTED FROM EXISTING SCHEDULE BUT NOT VERIFIED, FIELD VERIFY ALL CIRCUITS AND CORRECT PANEL SCHEDULE WHERE REQUIRED.
 3. PANEL IS OVERSIZED FOR FUTURE SERVICE UPGRADE, DO NOT REDUCE BUS SIZING.
 4. PROVIDE LOCK-ON FEATURE PER 700.12 (H) (3) C FOR EXIT LIGHTS CIRCUIT BREAKER.

- ALTERNATE #2 NOTES:
 (A) INSTALL NEW 200A, 42 CKT MLO. FIELD VERIFY CIRCUITING AND UPDATE PANEL SCHEDULE.



PROJECT MANUAL

Collbran Auditorium Repair

Construction Documents

April 26, 2024
Architect's Project Number: 2130

OWNER

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CM/GC

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ARCHITECT

Chamberlin Architects, P. C.
437 Main Street
Grand Junction, CO 81501
970.242-6804
Contact: Daniel Gartner, AIA

MECH / PLUMBING

Ralston Mechanical Consulting
356 Echo Canyon Court
Grand Junction, CO 81507
970.434.9819
Contact: Clint Ralston, PE



STRUCTURAL

Lindauer Dunn
802 Rood Avenue
Grand Junction, CO 81501
970.241.0900
Contact: Jeff Dunn, PE

ELECTRICAL

Ron Slade PE, LLC
745 Rood Ave
Grand Junction, CO 81501
970.201.4302
Contact: Ron Slade, PE

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SECTION 007000 - GENERAL CONDITIONS

PART 1 - GENERAL

- 1.1 The "General Conditions of the Contract for Construction," AIA Document A201, 2017 Edition, Articles 1 through 14 inclusive, is a part of this Contract, and is incorporated as fully as if here set forth.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 007000

SECTION 008000 - SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

The following Supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction" AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Article 3: CONTRACTOR

3.6.1 Sales and Use Taxes

Contractors shall be responsible for informing themselves of applicable tax laws, requirements, regulations, and interpretations as they apply to the Project.

3.7.1

The Owner will pay for tap/connection fees for storm, sanitary sewer, power, gas, phones, TV and both domestic and fire system water. The Owner will also pay for any Community Development plan review fees and impact fees. All other fees, permits, and licenses, including but not limited to the building permit, will be paid for by the Contractor. The Architect will be responsible for the initial submittal of information to the authorities having jurisdiction, answering and responding to questions regarding design issues, and providing design clarifications necessary to obtain permits and approvals. The Contractor will be responsible for coordinating the applications, picking up licenses, approvals and permits and informing the Owner and Architect of any requirements from authorities having jurisdiction.

Article 8: TIME

8.3.1.1

Extension of the contract completion time will be made for delays due to weather conditions which actually delay the work only when such conditions are more severe and extended than those reflected by the ten-year average for the month as evidenced by the Climatological Data, U.S. Department of Commerce, for the project area.

It is understood that delays due to weather conditions will be allowed on a tentative basis only and that a final decision by the Architect will be reserved until the project is substantially completed. In allowing delays for weather, the Architect will consider weather conditions prevailing throughout the entire contract period.

Extension of time due to weather or other allowable reasons will be granted on the basis of 1.4 calendar days for every working day lost with each separate extension figured to the nearest whole calendar day. No more than a 15 calendar day extension for weather will be allowed during the total construction period. Extensions for other reasons allowed by the General Conditions shall not be limited.

Article 9: PAYMENTS AND COMPLETION

9.2 (Add the following sentence)

The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single item on AIA Document G702, Application and Certificate for Payment and G703, Continuation Sheet.

9.3.1 (Add the following paragraphs)

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

Until the Work is 50% complete, the Owner will pay 90% of the amount due the Contractor on account of progress payments. At the time the Work is 50% complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Architect, and in the absence of other good and sufficient reasons, he shall (on presentation by the Contractor of consent of surety for each Application), authorize any remaining partial payment to be paid in full.

The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect, (or if the Surety withholds his consent), or for other good and sufficient reasons.

9.10 Final Completion and Final Payments

9.10.1.1 (Add)

If the work is completed, except for delay or correction of minor defects or unavailability of materials, or other causes beyond the control of the Contractor, the Owner, at its discretion, may release to the Contractor the remainder of the Contract Sum except for an amount equal to three times the cost of completing the unfinished work and/or correcting the defective work.

9.10.2.1 (Add)

Upon completion of the above and the requirements set forth in Division 01 "Closeout Procedures", the project shall be advertised in accordance with the Notice of Contractor's Settlement, by two publications of notice, the last publication appearing at least ten (10) days prior to the time of final settlement.

On the date of final settlement thus advertised, and after the Contractor has submitted a written notice to the Owner that no claims have been filed, final payment and settlement shall be made in full.

If any unpaid claim for labor, materials, supplies or equipment is filed before payment in full of all sums due the Contractor, the Owner shall withhold from the Contractor sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or in order for withdrawal signed by the claimant or his duly authorized agent or assignee. However, as provided by statute, such funds shall not be withheld longer than 90 days following the date fixed for final settlement with the Contractor, as set forth in the published notice of Contractor's Settlement unless such action at law shall be commenced within that time to enforce such unpaid claim and a notice of such action at law shall have been filed with the Owner. At the expiration of the 90-day period, the Owner shall release to the Contractor all monies as are not the subject of such action at law.

9.10.6 (Add)

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute, arbitration and/or litigation, and, subject to the provisions of this Article 9 and the termination or suspension provisions of Article 14, the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

Article 11: INSURANCE AND BONDS

11.1.1

In the first sentence, replace the word "jurisdiction" with the word "state."

11.1.6 (Add)

Furnish one copy of Certificates herein required for each copy of the Agreement; specifically set forth evidence of all coverage required by Subparagraph 11.1.1, 11.1.2 and 11.1.3. The form of the Certificate shall be AIA Document G705. Furnish to the Owner, copies of any endorsements that are subsequently issued amending coverage or limits.

Article 13: MISCELLANEOUS PROVISIONS

13.5.2 (Add the following)

Should such special testing, inspection or approval be caused by the Contractor's failure to follow requirements of the Contract Documents or by required tests per 4.2.6 indicating conditions not in conformance with Contract Documents, the costs of such additional testing, inspection or approval shall be borne by the Contractor regardless of the results.

END OF SECTION 008000

ATTACHMENT: FEDERAL REQUIREMENTS

FOR PROJECTS FUNDED IN WHOLE OR PART BY

COMMUNITY DEVELOPMENT BLOCK GRANTS

FOR AWRDED CONTRACTOR ONLY

CERTIFICATE OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.
 Yes No Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No Not applicable

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Submitted By: _____

Title: _____

Signature: _____

Date: _____

NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____)
) ss.
County of _____)

_____ being first duly sworn, deposes and says that:

1. He is the _____ of _____, the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or the bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Collbran or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including the affiant.

Signed: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, _____

By: _____
Notary Public

My commission expires: _____

**REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART
BY COMMUNITY DEVELOPMENT BLOCK GRANT MONIES**

The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
 - Preliminary Statement of Work Force Needs
 - Affirmative Action Plan for Use of Project Area Businesses
 - Statement of Actual Work Force Needs

- B. Solicitation of Minority and Women Owned Business

- C. Contractor Ownership Information

- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the City in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER- INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES

PROJECT: _____

COMPANY: _____

NUMBER OF ALL SUBCONTRACTORS PROPOSED: _____

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ _____

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the Collbran town limits).

Goal of these contracts for project area businesses:

Proposed type of subcontract

Approximate cost

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Outline the affirmative action plan to achieve these goals:

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT

SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

Contractor Name Phone

Individual Contacted Date

Contractor Name Phone

Individual Contacted Date

Contractor Name Phone

Individual Contacted Date

Contractor Name Phone

Individual Contacted Date

Contractor Name Phone

Individual Contacted Date

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

1. Legal Business Name: _____

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

4. Business DUNS Number (required with bid): _____

5. Attach proof of SAM Registration (required with bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

_____ White _____ Black _____ Hispanic _____ Asian _____ Native American

7. Is the Contractor a Woman-Owned Business Enterprise? _____ Yes _____ No

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

SUBCONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

1. Legal Business Name: _____

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

4. Business DUNS Number (required with bid): _____

5. Attach proof of SAM registration (required with Bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

_____ White _____ Black _____ Hispanic _____ Asian _____ Native American

7. Is the Contractor a Woman-Owned Business Enterprise? _____ Yes _____ No

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

ITEM F, PART I - FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of the project strictly adhere to, and comply with, all applicable federal, state and local laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of the project and/or contract. The Contractor shall also comply with and require compliance with these statutes and regulations in sub-agreements permitted with sub-contractors. A listing of some of the federal laws that may be applicable to the Work include:

- A. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- C. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
- E. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- G. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable, in accordance with U.S.C. and/or CFR.
- H. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- I. 42 USC 6101 et.seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 et.seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- J. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611
- K. Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et. seq.).

- L. The Age Discrimination Act of 1975 and its implementing regulation, 24 CFR Part 146.
- M. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as amended, and implementing regulation 45 CFR Part 84.
- N. Architectural Barriers Act, 42 U.S.C. 4151-4157; 24 CFR Parts 40 and 41.
- O. 24 CFR Part 85, concerning “Records retention, access to records, breach of contract and termination and bonding and insurance, Debarred contractors, and minority owned businesses”.
- P. Title VI of the Civil Rights Act of 1964 and implementing regulations.
- Q. 24 CFR Part 570; specifically including but not limited to 570.502, 503, 506 and 570.600 et. seq., sub-part K as applicable.
- R. 24 CFR Part 87 concerning “Lobbying.”

The Contractor shall include the foregoing provisions in any and all subcontract(s) and shall furthermore furnish certification/evidence of compliance to the City of its and any subcontractor’s compliance when requested by the City. Sanctions for non-compliance include but are not limited to withholding of payment and/or cancellation, termination, or suspension of the contract in whole or in part.

ITEM F, PART II -FEDERAL STATUTORY AND REGULATORY PROVISIONS

PURPOSE: The work to be performed under this Agreement is one an activity funded all or in part with federal Community Development Block Grant (CDBG) funds and is subject to applicable federal laws and regulations. This part contains the federal laws and regulations with which the CONTRACTOR/ SUBCONTRACTOR(S) is/are required to comply in the performance of the work. The contractual provisions of Special Provisions Item F Part II are made a part of the contract, and are hereby incorporated into this Agreement by this reference. In the event of any conflict in the provisions of this Part II and any other provisions not found in Part II, without specific statement of supersedure, the provisions of this Part II shall apply.

1. ACTIVITY RECORDS.

- a. Records to be Kept and Retention Period. Activity records shall be created and maintained by the CONTRACTOR, with respect to all matters covered by this Contract. Said records shall include, but are not limited to, accounting, purchasing, property, personnel, employment and fiscal matters relating to the project. Said records shall also include, but not be limited to, applicant, beneficiary, and employee information on race, age, sex, disability and familial status, if any. Such records concerning applicant and beneficiaries shall, in addition, include verifiable information on family address, family income (housing activities shall retain household income data which shall include income from all family members and other nonrelated members living in the household), and household size. All project records shall be retained by the CONTRACTOR for a period of three years after its receipt of the final payment of after all pending matters are closed, whichever date is later.
- b. Source Documentation. ALL CONTRACTOR costs, expenditures and obligations hereunder must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents or other documents showing in detail the nature of such costs and obligations.
- c. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this contract on the project shall be clearly identified and be made readily accessible to the CITY, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request therefore, for the purpose of making audits, reviews, evaluations, excerpts and transcriptions. At such times and in such

Form as may be required, the CONTRACTOR shall furnish to the CITY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph. The CONTRACTOR shall furnish such information at no cost.

2. ACCOUNTING AND FINANCIAL MANAGEMENT.

- a. Bonding Requirements. For all agreements involving construction work exceeding \$100,000, in addition to CITY requirements, the following items shall be required as a minimum to be submitted by the CONTRACTOR/SUBGRANTEE to the CITY as a condition of the

execution of this Agreement, a bid guarantee equivalent to five percent of the bid price, a performance bond for 100 percent of the agreement price, and a payment bond for 100 percent of the agreement price.

- b. Indirect Costs Prohibition. All costs to be reimbursed by the CITY to the CONTRACTOR shall be direct costs. Such direct costs shall be identified in an Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved shall be eligible for reimbursement, unless the CONTRACTOR/SUBGRANTEE already has a cost allocation plan meeting the Office of Management and Budget Circular, A-87 requirements, incorporated herein by reference and written documentation that the plan has been approved by HUD which shall also be incorporated herein by reference.
- c. Administrative Requirements and Cost Principles. CONTRACTOR, which is not governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non Profit Organizations", OMB Circular No. A-21 "Cost Principles for Educational Institutions," or 48 CFR Part 31 for for-profit organizations, and with the Attachment to OMB Circular No. A-110, as applicable.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing Office of Labor Relations
Federal Labor Standards Provisions and Urban Development
Form HUD-4010 (07/2003)
Previous edition is obsolete Ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime

contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.** (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be

paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS BACON WAGE RATE DETERMINATION

General Decision Number: CO20220004 07/08/2022
 Superseded General Decision Number: CO20210004
 State: Colorado
 Construction Type: Residential

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single-family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually . If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022
4	07/08/2022

BRCO0007-007 01/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.50	9.65

ELEC0012-007 09/01/2021

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communications Systems)		
Electrical contract over \$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under \$1,000,000.....	\$ 24.85	13.00+3%

* ELEC0068-014 06/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....	\$ 28.51	11.38

* ELEC0113-007 06/01/2022

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....	\$ 34.90	17.25

ELEC0969-007 01/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....	\$ 24.80	9.84

ENGI0009-007 05/01/2021

	Rates	Fringes
Power equipment operators:		
Bulldozer.....	\$ 31.05	12.35
Motor Grader: Blade-finish..	\$ 31.37	12.35
Motor Grader: Blade-rough...	\$ 31.05	12.35
Roller: Self-propelled all types over 5 tons.....	\$ 31.05	12.35
Roller: Self-propelled rubber tires under 5 tons...	\$ 30.67	12.35
Scraper: Single bowl including pups 40 cubic yards and tandem bowls and over		
Single bowl including pups 40 cubic yards and tandem bowls and over.....	\$ 31.37	12.35
Scraper: Single bowl under 40 cubic yards.....	\$ 31.20	12.35
Water Wagon.....	\$ 31.05	12.35

IRON0024-001 12/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	14.25

PAIN0930-001 07/01/2021

	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

 PLUM0003-002 06/01/2018

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER (Including HVAC Pipe).....	\$ 23.24	5.35

 PLUM0058-011 07/01/2021

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Plumbers include HVAC pipe) (Pipefitters exclude HVAC pipe).....	\$ 40.35	16.25

Zone 1 - 40 miles and over: \$19.85 per hour + \$32.00 per day per diem will be paid on projects over 40 miles (Zone 1) measured in practical driving miles by the shortest route, beginning at 5th and Main Streets in Pueblo, Colorado, when the employee stays overnight or drives their own vehicle.

Hazardous Pay: Add \$2.20 per hour to \$19.85 base rate. Hazardous pay applies to projects at chemical plants, steel mills, cement plants, power generator plants, process piping at manufacturing plants, food processing plants, and all projects which may present a health hazard or serious personal injury.

 PLUM0145-005 08/01/2016

MESA COUNTY

	Rates	Fringes
PLUMBER (Plumbers include HVAC pipe) & PIPEFITTERS (exclude HVAC pipe).....	\$ 26.18	11.52

 * PLUM0208-002 06/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER (Excluding HVAC pipe).....	\$ 40.50	18.62

SHEE0009-003 07/01/2021

	Rates	Fringes
Sheet metal worker HVAC Duct and Installation of HVAC Systems.....	\$ 36.45	20.15

* SUCO2001-002 12/20/2001

	Rates	Fringes
CARPENTER (Excluding drywall hanging/framing, metal stud work and form building/setting).....	\$ 16.36	1.38
Cement Mason/Concrete Finisher...	\$ 16.80	
Drywall Finisher/Taper.....	\$ 13.00 **	
Drywall Hanger/Framer (Including metal stud work).	\$ 17.13	2.63
Formbuilder/Formsetter.....	\$ 12.78 **	1.98
Laborers:		
Brick Finishers/Tenders.....	\$ 11.25 **	
Common.....	\$ 8.86 **	
Concrete/Mason Tenders.....	\$ 10.00 **	

PAINTER (Excludes drywall finishing and taping): Brush, Roller and Spray.....	\$ 13.62 **	3.39
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Power equipment operators:		
Backhoe.....	\$ 12.98 **	3.31
Front End Loader.....	\$ 16.50	

ROOFER.....	\$ 14.73 **	
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Sheet Metal Worker All Other Work.....	\$ 17.30	4.05
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SPRINKLER FITTER..... \$ 18.47 3.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers: A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers: Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers: Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



DIGITAL FILE WAIVER

Date:

To:

Re: Job# 2130 – Collbran Auditorium
Remodel

Chamberlin Architects agrees to provide an electronic file for the referenced project subject to the following conditions. The recipient agrees as follows:

1. Due to the potential that the information set forth on the digital media (hereafter referred to as "File") can be modified unintentionally or otherwise, Chamberlin Architects shall reserve the right to remove all indices of its ownership, professional partnership name, and/or involvement from each File (and its contents) not in its possession.
2. The recipient recognizes that use of such File will be at their sole risk and without any liability, risk, or legal exposure to Chamberlin Architects. Furthermore, recipient shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Chamberlin Architects from all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the use of such data contained in such File.
3. The use of this File is restricted to the original site and project for which it was prepared. Material prepared from File shall not be used for other projects or be transferred to any other party for use on other projects. Reuse for reproduction of the File, in whole or in part, for any other purpose for which the material was not intended, is prohibited. Possession of this File, or documents, is prima facie evidence of the acceptance of these restrictions.
4. Recipient recognizes that information stored on any electronic media including, but not limited to, digital file prepared by Chamberlin Architects, may not be fully compatible with their own computer system due to differences in computer hardware and software. Therefore, recipient agrees that Chamberlin Architects shall not be held liable for the completeness or accuracy of any materials or documents prepared from such File.
5. Recipient recognizes that designs, plans, and data stored on electronic media including, but not limited to digital files, may be subject to undetectable alteration and/or uncontrollable deterioration. Recipient therefore agrees that Chamberlin Architects shall not be held liable for the completeness, accuracy, deviations of actual construction, or any drawing errors contained on electronic media.

Recipient Signature

Organization

SECTION 010000 - GENERAL REQUIREMENTS

PART 1 - PRODUCTS (Not Used)

PART 2 - EXECUTION (Not Used)

END OF SECTION 010000

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under Owner's separate contracts.
5. Owner-furnished/Contractor-installed (OFICI) products.
6. Contractor's use of site and premises.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and Drawing conventions.

B. Related Requirements:

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

1.2 PROJECT INFORMATION

A. Project Identification: 2130 – Collbran Auditorium Remodel

1. Project Location: 102 Main Street, Collbran, Colorado 81624

B. Owner: Town of Collbran, 1010 High Street, Collbran, Colorado 81624

1. Owner's Representative: Melonie Matarozzo, Town of Collbran Administrator

C. Architect: Chamberlin Architects, 437 Main Street, Grand Junction, Colorado 81501

1. Architect's Representative: Daniel Gartner, AIA.

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Structural Engineer: Lindauer Dunn, Inc.
 - a. Structural Engineer Representative: Jeff Dunn, PE.
2. Mechanical / Plumbing Engineer: Ralston Mechanical Consulting.
 - a. Mechanical / Plumbing Engineer Representative: Clint Ralston, PE.

3. Electrical Engineer: Ron Slade PE, LLC.
 - a. Electrical Engineer Representative: Ron Slade, PE.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

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

1. An approximately 5,000SF building remodel and repair of the historic Collbran Auditorium. The building is classified as an A-3 occupancy of type V-B construction. The work includes repair and replacement of damaged and undersized roof framing and exterior sheathing and siding/roofing along with exterior window and door replacements and other Work indicated in the Contract Documents. The project is classified as a REPAIR per section 1202 of the International Existing Building Code. The Collbran Auditorium is listed as a Historic Landmark in Mesa County, CO.

B. Type of Contract:

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

1.4 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Staged Work: Owner **has awarded** separate contract(s) for the following construction operations at Project site. Those operations will need to be conducted and complete prior to work under this Contract commencing.

1. Asbestos Abatement: To **<Insert name of separate Contractor> [to] [for] <Insert a brief description of work performed under separate contract>**.

1.5 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:

1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
2. Provide for delivery of Owner-furnished products to Project site.
3. Upon delivery, inspect, with Contractor present, delivered items.

- a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.

4. Obtain manufacturer's inspections, service, and warranties.
5. Inform Contractor of earliest available delivery date for Owner-furnished products.

B. Contractor's Responsibilities: The Work includes the following, as applicable:

1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
6. Repair or replace Owner-furnished products damaged following receipt.

C. Owner-Furnished/Contractor-Installed (OFCI) Products:

1. **<Insert description, in separate subparagraphs, for each Owner-furnished/Contractor-installed product>.**

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. Smoking and Controlled Substance Restrictions: Use of tobacco products, **alcoholic beverages**, and other controlled substances **on Project site** is not permitted.
- C. Employee Identification: **Provide** identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
 - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form **acceptable to Architect**.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from **ICC-ES**.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within **seven** days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within **15** days of receipt of request, or **seven** days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than **15** days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within **60** days after **commencement of the Work**. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.

- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect's standard ASI form.
 - 1. Work Change Proposal Requests issued by **Architect** are not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: **Architect** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by **Architect** are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within **time specified in Proposal Request or 20 days, when not otherwise specified**, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to **Architect**.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of **AIA Document G703**.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of **five** percent of the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling **five** percent of the Contract Sum and subcontract amount.
 - 7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the last day of the month. The period covered by each Application for Payment is one month, ending on the **last day of the month**.
 - 1. Submit draft copy of Application for Payment **seven** days prior to due date for review by Architect.
- D. Application for Payment Forms: Use **AIA Document G702 and AIA Document G703** as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit **three** signed and notarized original copies of each Application for Payment to **Architect** by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from **entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment**.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Sustainable design action plans, including preliminary project materials cost data.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. Evidence that claims have been settled.
 7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door

floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format:

- a. Same digital data software program, version, and operating system as original Drawings.
- b. **DWG**, Version 2020, operating in **Microsoft Windows** operating system.

2. File Submittal Format: Submit or post coordination drawing files using **PDF format**.

3. BIM File Incorporation: **Develop and incorporate** coordination drawing files into BIM established for Project.

4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

- a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
- b. Digital Data Software Program: Drawings are available in Revit.
- c. Contractor shall execute a data licensing agreement in the form of **Agreement included in this Project Manual**.

1.5 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Owner name.
2. Owner's Project number.
3. Name of Architect.
4. Architect's Project number.
5. Date.
6. Name of Contractor.
7. RFI number, numbered sequentially.

8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: **Contractor standard form with substantially the same content as indicated above, acceptable to Architect.**
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow **seven** days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within **five** days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log **weekly. Software log with not less than the following:**
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.

- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within **three** days if Contractor disagrees with response.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's **BIM model** and **CAD drawings** will be provided by Architect for Contractor's use during construction.
 - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 - 3. Digital Drawing Software Program: Contract Drawings are available in Revit 2022 and Autocad 2020.
 - 4. Contractor shall execute a data licensing agreement in the form of **Agreement included in Project Manual**.
 - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of **Agreement included in this Project Manual**.
 - 5. The following digital data files will be furnished for each appropriate discipline:
 - a. Floor plans.
 - b. Reflected ceiling plans.
- B. Web-Based Project Management Software Package: Contractor to **provide, administer, and use** web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion if Contractor prefers to use such a management platform.
 - 1. Web-based Project management software includes, at a minimum, the following features:
 - a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
 - c. Document workflow planning, allowing customization of workflow between project entities.
 - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
 - e. Track status of each Project communication in real time, and log time and date when responses are provided.
 - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creating and distributing meeting minutes.

- j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - l. Mobile device compatibility, including smartphones and tablets.
 - 2. Provide up to **seven** web-based Project management software user licenses for use of Owner, Architect, and Architect's consultants. Provide 4 hours of software training at Architect's office for web-based Project software users if requested by Architect.
 - 3. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
- 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.7 PROJECT MEETINGS

- A. General: **Schedule and conduct** meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: **Schedule and conduct** a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than **15** days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.

- n. Preparation of Record Documents.
 - o. Use of the premises.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for moisture and mold control.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - bb. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.

- v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: **Conduct** progress meetings at **weekly** intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.

- 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.

10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 11. Drawing number and detail references, as appropriate.
 12. Indication of full or partial submittal.
 13. Location(s) where product is to be installed, as appropriate.
 14. Other necessary identification.
 15. Remarks.
 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Paper Submittals:
1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
 2. Provide a space approximately **6 by 8 inches (150 by 200 mm)** on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Action Submittals: Submit **three** physical copies of each material selection submittal unless otherwise indicated. Architect will return **two** copies. All other submittals not requiring physical samples which will be submitted electronically shall be sent to Owner and Architect.
 4. Informational Submittals: Submit **two** paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 5. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using **AIA Document G810** transmittal form.
- E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- F. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files, or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.

3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on **Architect's** receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow **15** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. **Architect** will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow **15** days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches (215 by 280 mm)**, but no larger than **30 by 42 inches (750 by 1067 mm)**.
 - a. **Three** opaque copies of each submittal. Architect will retain **two** copies; remainder will be returned.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
 4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.

5. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit **one** full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit **three** sets of Samples. Architect will retain **two** Sample sets; remainder will be returned. **Mark up and retain one returned Sample set as a project record Sample.**
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least **three** sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.

- g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit **digitally signed PDF file** paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a **uniform approval stamp**. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, **and return it**.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, **as follows**:
 - a. No Exceptions Taken.
 - b. Make Corrections Noted.
 - c. Revise & Resubmit.

- d. Rejected.
2. Paper Submittals: Architect will provide a Submittal Review Form which will be returned to the Contractor indicating one of the following actions to be taken:
- a. No Exceptions Taken.
 - b. Make Corrections Noted.
 - c. Revise & Resubmit.
 - d. Rejected.
3. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will **return without review** submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of **[five]** previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
 - 1. Mockups are used for one or more of the following:
 - a. Verify selections made under Sample submittals.
 - b. Demonstrate aesthetic effects.
 - c. Demonstrate the qualities of products and workmanship.
 - d. Demonstrate successful installation of interfaces between components and systems.
 - e. Perform preconstruction testing to determine system performance.

2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
 - F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
 - G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
 - H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
 - I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
 - J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect[**or Construction Manager**].

1.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. **Conflicting Standards and Other Requirements:** If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. **Contractor's Statement of Responsibility:** When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
- B. **Testing Agency Qualifications:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. **Permits, Licenses, and Certificates:** For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 REPORTS AND DOCUMENTS

- A. **Test and Inspection Reports:** Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Statement on condition of substrates and their acceptability for installation of product.
 2. Statement that products at Project site comply with requirements.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 3. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to **ASTM E329**; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. When testing is complete, remove test specimens and test assemblies, **and** mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 3. Notify Architect [**seven**] days in advance of dates and times when mockups will be constructed.
 4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.

6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
 - a. Allow [seven] days for initial review and each re-review of each mockup.
 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
- L. Specialty Mockups: See Section 014339 "Mockups" for additional construction requirements for **integrated exterior mockups**.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, **and the Contract Sum will be adjusted by Change Order**.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least [24] hours in advance of time when Work that requires testing or inspection will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified **special inspector** to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, **as indicated in the Statement of Special Inspections attached to this Section**, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. AABC - Associated Air Balance Council; www.aabc.com.
 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 7. ABMA - American Boiler Manufacturers Association; www.abma.com.
 8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 11. AF&PA - American Forest & Paper Association; www.afandpa.org.
 12. AGA - American Gas Association; www.aga.org.
 13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 15. AI - Asphalt Institute; www.asphaltinstitute.org.
 16. AIA - American Institute of Architects (The); www.aia.org.
 17. AISC - American Institute of Steel Construction; www.aisc.org.
 18. AISI - American Iron and Steel Institute; www.steel.org.
 19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 21. ANSI - American National Standards Institute; www.ansi.org.
 22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 23. APA - APA - The Engineered Wood Association; www.apawood.org.
 24. APA - Architectural Precast Association; www.archprecast.org.
 25. API - American Petroleum Institute; www.api.org.
 26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
 27. ARI - American Refrigeration Institute; (See AHRI).
 28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
 29. ASCE - American Society of Civil Engineers; www.asce.org.
 30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).

31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASSP - American Society of Safety Professionals (The); www.assp.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); www.soundandcommunications.com.
38. AWEA - American Wind Energy Association; www.awea.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
50. CDA - Copper Development Association; www.copper.org.
51. CE - Conformance Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking>.
52. CEA - Canadian Electricity Association; www.electricity.ca.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.compositepanel.org.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa-group.org.
65. CSI - Construction Specifications Institute (The); www.csiresources.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTA - Consumer Technology Association; www.cta.tech.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.coolingtechnology.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); www.decorativehardwoods.org.
72. DHI - Door and Hardware Institute; www.dhi.org.
73. ECA - Electronic Components Association; (See ECIA).

74. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
75. ECIA - Electronic Components Industry Association; www.ecianow.org.
76. EIA - Electronic Industries Alliance; (See TIA).
77. EIMA - EIFS Industry Members Association; www.eima.com.
78. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
79. EOS/ESD Association; (Electrostatic Discharge Association); www.esda.org.
80. ESTA - Entertainment Services and Technology Association; (See PLASA).
81. ETL - Intertek (See Intertek); www.intertek.com.
82. EVO - Efficiency Valuation Organization; www.evo-world.org.
83. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
84. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
85. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
86. FM Approvals - FM Approvals LLC; www.fmglobal.com.
87. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
88. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridarroof.com.
89. FSA - Fluid Sealing Association; www.fluidsealing.com.
90. FSC - Forest Stewardship Council U.S.; www.fscus.org.
91. GA - Gypsum Association; www.gypsum.org.
92. GANA - Glass Association of North America; (See NGA).
93. GS - Green Seal; www.greenseal.org.
94. HI - Hydraulic Institute; www.pumps.org.
95. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
96. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
98. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
99. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
100. IAS - International Accreditation Service; www.iasonline.org.
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Association; www.theicpa.com.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
113. II - Infocomm International; (See AVIXA).
114. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
115. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
116. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
117. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).

118. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
119. ISO - International Organization for Standardization; www.iso.org.
120. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
121. ITU - International Telecommunication Union; www.itu.int.
122. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
123. LMA - Laminating Materials Association; (See CPA).
124. LPI - Lightning Protection Institute; www.lightning.org.
125. MBMA - Metal Building Manufacturers Association; www.mbma.com.
126. MCA - Metal Construction Association; www.metalconstruction.org.
127. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
128. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
129. MHIA - Material Handling Industry of America; www.mhia.org.
130. MIA - Marble Institute of America; (See NSI).
131. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
132. MPI - Master Painters Institute; www.paintinfo.com.
133. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
134. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
135. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
136. NADCA - National Air Duct Cleaners Association; www.nadca.com.
137. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
138. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
139. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
140. NBI - New Buildings Institute; www.newbuildings.org.
141. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
142. NCMA - National Concrete Masonry Association; www.ncma.org.
143. NEBB - National Environmental Balancing Bureau; www.nebb.org.
144. NECA - National Electrical Contractors Association; www.necanet.org.
145. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
146. NEMA - National Electrical Manufacturers Association; www.nema.org.
147. NETA - InterNational Electrical Testing Association; www.netaworld.org.
148. NFHS - National Federation of State High School Associations; www.nfhs.org.
149. NFPA - National Fire Protection Association; www.nfpa.org.
150. NFPA - NFPA International; (See NFPA).
151. NFRC - National Fenestration Rating Council; www.nfrc.org.
152. NGA - National Glass Association (The); (Formerly: Glass Association of North America); www.glass.org.
153. NHLA - National Hardwood Lumber Association; www.nhla.com.
154. NLGA - National Lumber Grades Authority; www.nlga.org.
155. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
156. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
157. NRCA - National Roofing Contractors Association; www.nrca.net.
158. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
159. NSF - NSF International; www.nsf.org.
160. NSI - National Stone Institute; (Formerly: Marble Institute of America); www.naturalstoneinstitute.org.
161. NSPE - National Society of Professional Engineers; www.nspe.org.

162. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
163. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
164. NWFA - National Wood Flooring Association; www.nwfa.org.
165. NWRA - National Waste & Recycling Association; www.wasterecycling.org.
166. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
167. PDI - Plumbing & Drainage Institute; www.pdionline.org.
168. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
169. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
170. RFCI - Resilient Floor Covering Institute; www.rfci.com.
171. RIS - Redwood Inspection Service; www.redwoodinspection.com.
172. SAE - SAE International; www.sae.org.
173. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
174. SDI - Steel Deck Institute; www.sdi.org.
175. SDI - Steel Door Institute; www.steeldoor.org.
176. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
177. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
178. SIA - Security Industry Association; www.siaonline.org.
179. SJI - Steel Joist Institute; www.steeljoist.org.
180. SMA - Screen Manufacturers Association; www.smainfo.org.
181. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
182. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
183. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
184. SPIB - Southern Pine Inspection Bureau; www.spib.org.
185. SPRI - Single Ply Roofing Industry; www.spri.org.
186. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
187. SSINA - Specialty Steel Industry of North America; www.ssina.com.
188. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
189. STI - Steel Tank Institute; www.steeltank.com.
190. SWI - Steel Window Institute; www.steelwindows.com.
191. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
192. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
193. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
194. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
195. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
196. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
197. TMS - The Masonry Society; www.masonrysociety.org.
198. TPI - Truss Plate Institute; www.tpinst.org.
199. TPI - Turfgrass Producers International; www.turfgrasssod.org.
200. TRI - Tile Roofing Institute; www.tilerroofing.org.
201. UL - Underwriters Laboratories Inc.; www.ul.com.
202. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
203. USAV - USA Volleyball; www.usavolleyball.org.
204. USGBC - U.S. Green Building Council; www.usgbc.org.
205. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
206. WA - Wallcoverings Association; www.wallcoverings.org.

207. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
208. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
209. WDMA - Window & Door Manufacturers Association; www.wdma.com.
210. WI - Woodwork Institute; www.wicnet.org.
211. WSRC - Western States Roofing Contractors Association; www.wsra.com.
212. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
2. ICC - International Code Council; www.iccsafe.org.
3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 014339 - MOCKUPS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Integrated exterior mockups.

1.2 DEFINITIONS

- A. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as **part of permanent construction**, consisting of multiple products, assemblies, and subassemblies.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.
 - 1. Meet with Owner, Architect, testing and inspecting agency representative, and installers of major systems whose Work is included in **integrated exterior** mockups.
 - 2. Review coordination of equipment and furnishings provided by the Owner for room mockups.
 - 3. Review locations and extent of mockups.
 - 4. Review testing procedures to be performed on mockups.
 - 5. Review and finalize schedule for mockups, and verify availability of materials, personnel, equipment, and facilities needed to complete mockups and maintain schedule for the Work.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: For **integrated exterior** mockups.
- B. Delegated Design Submittal: For temporary structural supports for mockups not attached to building structure, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Preconstruction Test Reports: For integrated exterior mockups.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified in accordance with ASTM E699 for testing indicated and acceptable to Owner and Architect.
- B. Build mockups to do the following:
 - 1. Verify selections made under Sample submittals.
 - 2. Demonstrate aesthetic effects.
 - 3. Demonstrate the qualities of products and workmanship.
 - 4. Demonstrate acceptable coordination between components and systems.
 - 5. Perform preconstruction testing, such as window air- and water-infiltration testing.
- C. Fabrication: Before fabricating or installing portions of the Work requiring mockups, build mockups for each form of construction and finish required. Use materials and installation methods as required for the Work.
 - 1. Build mockups of size indicated.
 - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
- D. Notifications:
 - 1. Notify Architect **seven** days in advance of the dates and times when mockups will be constructed.
 - 2. Notify Architect **14** days in advance of the dates and times when mockups will be tested.
 - 3. Allow **seven** days for initial review and each re-review of each mockup.
- E. Approval: Obtain Architect's approval of mockups before starting fabrication or construction of corresponding Work.
 - 1. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 COORDINATION

- A. Coordinate schedule for construction of mockups, so construction, testing, and review of mockups do not impact Project schedule.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design support structure for free-standing mockups.
- B. Structural Performance:
 - 1. Wind Loads: As indicated on Drawings.

2.2 INTEGRATED EXTERIOR MOCKUPS

- A. Construct integrated exterior mockups **according to approved mockup Shop Drawings as indicated on Drawings**. Construct mockups to demonstrate constructability, coordination of trades, and sequencing of Work; and to ensure materials, components, subassemblies, assemblies, and interfaces integrate into a system complying with indicated performance and aesthetic requirements.
- B. Build integrated exterior mockups using installers and construction methods that will be used in completed construction.
- C. Use specified products that have been approved by the Architect. Coordinate installation of materials and products specified in individual Specification Sections that include Work included in integrated exterior mockups.
- D. The Work of integrated exterior mockups includes, but is not limited to, the following:
 - 1. Air and weather barriers.
 - 2. Thermal insulation.
 - 3. Through-wall flashing.
 - 4. Flashing and sheet metal trim.
 - 5. Joint sealants.
 - 6. Metal roof/wall panels.
 - 7. Aluminum clad windows.
 - 8. Glazing.
 - 9. Wall cladding and trim.
- E. Photographic Documentation: Document construction of integrated exterior mockups with photographs in accordance with Section 013233 "Photographic Documentation." Provide photographs showing details of interface of different materials and assemblies.
- F. Provide and document modifications to construction details and interfaces between components and systems required to properly sequence the Work, or to pass performance testing requirements. Obtain **Architect's** approval for modifications.
- G. Retain approved mockups constructed in place. Incorporate fully into the Work.

PART 3 - EXECUTION

END OF SECTION 014339

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, **Owner**, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use **with metering**. Provide connections and extensions of services **and metering** as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use **with metering**. Provide connections and extensions of services **and metering** as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.

2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 2. Conference room of sufficient size to accommodate meetings of **10** individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and **4-foot- (1.2-m-)** square tack and marker boards.
 3. Drinking water and private toilet.
 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of **68 to 72 deg F (20 to 22 deg C)**.
 5. Lighting fixtures capable of maintaining average illumination of **20 fc (215 lx)** at desk height.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to **municipal system** as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Install electric power service as allowed by local utility.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install **WiFi cell phone access equipment and one** land-based telephone line(s) for each field office.
- I. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.
- J. Project Computer: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:
1. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
 2. Backup: External hard drive, minimum **2** terrabytes, with automated backup software providing daily backups.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within **30 feet (9 m)** of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
 2. Utilize designated area within existing building for temporary field offices.
 3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: **Use designated areas of Owner's existing** parking areas for construction personnel.
- D. Storage and Staging: **Use designated areas of Project site** for storage and staging needs.
1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touch up signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

- J. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to **requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.**
 - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Site Enclosure Fence: **Before construction operations begin**, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

1. Extent of Fence: **As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.**
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Smoking and vaping in construction areas is prohibited..
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.

2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard and replace stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
 - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. **Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.**

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

requirements. Comparable products or substitutions for Contractor's convenience **will not** be considered.

- a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience **will** be considered.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
1. Select products for which sustainable design documentation submittals are available from manufacturer.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for

comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous **demolition and construction** waste.
 - 2. Recycling nonhazardous **demolition and construction** waste.
 - 3. Disposing of nonhazardous **demolition and construction** waste.
- B. Related Requirements:
 - 1. Section 011200 "Multiple Contract Summary" for coordination of responsibilities for waste management.
 - 2. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
 - 3. Section 044313.13 "Anchored Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
 - 4. Section 044313.16 "Adhered Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
 - 5. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for **commencement of the Work**.

1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in **tons (tonnes)**.
 - 4. Quantity of waste salvaged, both estimated and actual in **tons (tonnes)**.
 - 5. Quantity of waste recycled, both estimated and actual in **tons (tonnes)**.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in **tons (tonnes)**.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.5 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. **Distinguish between demolition and construction waste**. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of **demolition, site-clearing and construction** waste generated by the Work. Include estimated quantities and assumptions for estimates.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within **three** days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Comply with requirements in **Section 024119 "Selective Demolition"** for salvaging demolition waste.
- B. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- C. Salvaged Items for **Sale: Not permitted** on Project site.
- D. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area **designated by Owner**.
5. Protect items from damage during transport and storage.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall **be shared equally by Owner and Contractor**.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from the weather.
 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.4 RECYCLING DEMOLITION WASTE

- A. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- B. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- C. Conduit: Reduce conduit to straight lengths and store by material and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

C. Paint: Seal containers and store by type.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.

C. Burning: Do not burn waste materials.

D. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by **Owner**. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **10** days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, **starting with exterior areas first**, listed by room or space number.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. PDF Electronic File: Architect will return annotated file.
 - b. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial

Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit **on digital media acceptable to Architect**.
- D. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.

- b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
- e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- f. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- g. Remove labels that are not permanent.
- h. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- i. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- j. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- k. Clean ducts, blowers, and coils **if units were operated without filters during construction or that display contamination with particulate matter on inspection.**
 - 1) Clean HVAC system in compliance with **NADCA ACR.**
- l. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- m. Clean strainers.
- n. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste-disposal requirements in **Section 017419 "Construction Waste Management and Disposal."**

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit **on digital media acceptable to Architect**. Enable reviewer comments on draft submittals.
 - 2. Submit **three** paper copies. Architect will return **two** copies.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least **15** days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within **15** days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered, **loose-leaf** binders, in thickness necessary to accommodate contents, sized to hold **8-1/2-by-11-inch (215-by-280-mm)** paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - 2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Architect.
 - 8. Name and contact information for Commissioning Authority.

9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.5 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Gas leak.
 2. Water leak.
 3. Power failure.
 4. Water outage.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor has delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.8 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit **one** set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and **three** set(s) of file prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit **annotated PDF electronic files** of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit **annotated PDF electronic files and directories** of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or **Construction/Work** Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
 2. Format: **DWG**, Version 2020, **Microsoft Windows** operating system.

3. Format: Annotated PDF electronic file **with comment function enabled**.
 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 5. Refer instances of uncertainty to Architect for resolution.
 6. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, **Record Product Data**, and Record Drawings where applicable.
- B. Format: Submit record specifications as **annotated PDF electronic file**.

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, **Record Specifications**, and Record Drawings where applicable.

- C. Format: Submit Record Product Data as **annotated PDF electronic file**.
 - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
 - 2. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit **two** copies within **seven** days of end of each training module.
 - 1. At completion of training, submit complete training manual(s) for Owner's use prepared in same **PDF file** format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.

- d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.8 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least **seven** days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a **demonstration** performance-based test.
- F. Cleanup: Collect used and leftover educational materials and **give to Owner**. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of **12** megapixels and capable of recording in full HD mode **with vibration reduction technology**.
 - 1. Submit video recordings **on CD-ROM or thumb drive or by uploading to web-based Project software site**.

- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
- E. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.
2. Two historic film projectors exist in the small mezzanine located above building's west entry. One film projector is to be carefully removed and turned over to the Owner. The other is to remain protected in place throughout the course of construction.

1.3 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at **Project site**.

B. Asbestos abatement on the building's interior will have been performed by Owner's contractor under a separate contract. The demolition drawings indicate division of demolition scope.

1.4 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, **for dust control and , for noise control**. Indicate proposed locations and construction of barriers on the site.

B. Schedule of selective demolition activities with starting and ending dates for each activity.

C. Predemolition photographs or video.

D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Asbestos abatement will have occurred under separate contract by Owner's contractor.
 - 2. Before selective demolition, Owner will remove the following items:
 - a. GC to coordinate with Owner.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- F. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 6. Dispose of demolished items and materials promptly. **Comply with requirements in Section 017419 "Construction Waste Management and Disposal."**
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area **designated by Owner**.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
5. Items to be removed and reinstalled:
 - a. Any interior wood bead board wall paneling that needs to be removed to perform new work.
 - b. Any interior wood trim that needs to be removed to perform new work.
 - c. All exterior clerestory and south entry wood siding and trim.

- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition **and cleaned** and reinstalled in their original locations after selective demolition operations are complete.

3.6 CLEANING

- A. Remove demolition waste materials from Project site **and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."**
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Structural steel.
2. Grout.

B. Related Sections:

1. Division 01 Section "Quality Requirements" for independent testing agency procedures and administrative requirements.
2. Division 05 Section "Metal Fabrications" for steel lintels and shelf angles not attached to structural-steel frame miscellaneous steel fabrications and other metal items not defined as structural steel.
3. Division 09 painting Sections and Division 09 Section "High-Performance Coatings" for surface-preparation and priming requirements.

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.
- C. Heavy Sections: Rolled and built-up sections as follows:
 1. Shapes included in ASTM A 6/A 6M with flanges thicker than 1-1/2 inches.
 2. Welded built-up members with plates thicker than 2 inches.
 3. Column base plates thicker than 2 inches.
- D. Protected Zone: Structural members or portions of structural members indicated as "Protected Zone" on Drawings. Connections of structural and nonstructural elements to protected zones are limited.

- E. Demand Critical Welds: Those welds, the failure of which would result in significant degradation of the strength and stiffness of the Seismic-Load-Resisting System and which are indicated as "Demand Critical" or "Seismic Critical" on Drawings.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication of structural-steel.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 2. Include embedment drawings.
 - 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 - 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
 - 5. Identify members and connections of the seismic-load-resisting system.
 - 6. Indicate locations and dimensions of protected zones.
 - 7. Identify demand critical welds.
 - 8. For structural-steel connections indicated to comply with design loads, include structural design data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint whether prequalified or qualified by testing, including the following:
 - 1. Power source (constant current or constant voltage).
 - 2. Electrode manufacturer and trade name, for demand critical welds.
- D. Qualification Data: For qualified professional engineer or testing agency.
- E. Welding certificates.
- F. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- G. Mill test reports for structural steel, including chemical and physical properties.
- H. Product Test Reports: For the following:
 - 1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - 2. Direct-tension indicators.
 - 3. Tension-control, high-strength bolt-nut-washer assemblies.
 - 4. Shear stud connectors.
 - 5. Shop primers.
 - 6. Nonshrink grout.

- I. Source quality-control reports.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator specializing in performing Work of this section with a minimum of three years experience in the fabrication of structural and miscellaneous steel for projects of similar scope and complexity. Fabricators without current A.I.S.C. certification must provide, at their own expense, special inspection of shop fabrication in accordance with I.B.C. Section 1704.2 and shall submit to the building official a certificate of compliance with the construction documents upon completion of fabrication. Fabricator is subject to the approval of the Owner, Architect, and Structural Engineer.
- B. Installer Qualifications: A qualified installer specializing in performing Work of this section with a minimum of three years experience in the erection of structural and miscellaneous steel for projects of similar scope and complexity. Steel erector is subject to the approval of the Owner, Architect, and Structural Engineer.
- C. Shop-Painting Applicators: Qualified according to AISC's Sophisticated Paint Endorsement or SSPC-QP 3, "Standard Procedure for Evaluating Qualifications of Shop Painting Applicators."
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.
- E. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 341 and AISC 341s1.
 - 3. AISC 360.
 - 4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- F. Preinstallation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

1.7 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half preconsumer recycled content is not less than the following:
 - 1. W-Shapes: 74%.
 - 2. Channels, Angles, S-Shapes: 60%.
 - 3. Plate and Bar: 25%.
 - 4. Cold-formed Hollow Structural Sections:
 - a. Columns: 74%
 - b. All other uses: 25%
- B. W-Shapes: ASTM A 992/A 992M .
- C. Channels, Angles, M, S-Shapes: ASTM A 36/A 36M .
- D. Plate and Bar: ASTM A 36/A 36M.
- E. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
- F. Steel Pipe: ASTM A 53/A 53M, Type E or S, Grade B.
- G. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
 - 1. Direct-Tension Indicators: ASTM F 959, Type 325, compressible-washer type with plain finish.
- B. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1/D1.1M, Type B.
- C. Headed Anchor Studs (H.A.S): Meet requirements of AWS D1.1 Structural Welding Code, latest edition, Type B.
- D. Deformed Anchor Studs (D.A.S): Made from ASTM A-108 low carbon steel cold worked and deformed per ASTM A-496. Minimum yield stress = 60 ksi; minimum tensile strength = 80 ksi. Minimum bend diameters per ASTM A-496.
- E. Rebar: Rebar used for welding shall meet the requirements of ASTM A706. Rebar bends shall meet the minimum bend diameters listed in ACI 318, latest edition.
- F. Unheaded Anchor Rods: ASTM F 1554, Grade 36, 55, or 105 as indicated, weldable, hooked.
 - 1. Configuration: Straight Hooked.
 - 2. Nuts: ASTM A 563 heavy-hex carbon steel.
 - 3. Plate Washers: ASTM A 36/A 36M carbon steel.
 - 4. Washers: ASTM F 436, Type 1, hardened carbon steel.
 - 5. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.
- G. Headed Anchor Rods: ASTM F 1554, Grade 36, 55, or 105 as indicated, weldable, straight.
 - 1. Nuts: ASTM A 563 heavy-hex carbon steel.
 - 2. Plate Washers: ASTM A 36/A 36M carbon steel.
 - 3. Washers: ASTM F 436, Type 1, hardened carbon steel.
 - 4. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.
- H. Threaded Rods: ASTM A 36/A 36M.
 - 1. Nuts: ASTM A 563 heavy-hex carbon steel.
 - 2. Washers: ASTM F 436, Type 1, hardened carbon steel.
 - 3. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.
- I. Expansion Anchors: Wedge type with current ICBO approval and published ICBO Research Report. Complete with required nuts, washers and Manufacturer's installation instructions. Size and Manufacturer as indicated on drawings.

1. Provide galvanized or stainless steel anchors. Galvanized anchors shall conform to ASTM A133. Stainless steel anchors shall be Series 300 stainless steel bolts with Series 300 or Type 18-8 stainless steel nuts and washers.
 2. Where anchor Manufacturer is not indicated, subject to compliance with requirements and acceptance by the Contracting Officer, provide one of the following:
 - a. "Kwik-Bolt II" - Hilti Fastening Systems
 - b. "Parabolt" - Molly Fastener Group.
 - c. Red Head Wedge Anchor" – Phillips
- J. Adhesive Anchors: Threaded carbon steel rod conforming to ASTM A307 complete with required nuts, washers, adhesive system and Manufacturer's installation instructions. Current ICBO approval and published ICBO Research Report required. Size and Manufacturer as indicated on drawings.
1. Provide galvanized or stainless steel anchors. Galvanized anchors shall conform to ASTM A153. Stainless steel anchors shall be Series 300 stainless steel threaded rods with Series 300 or Type 18-8 stainless steel nuts and washers.
 2. Where Anchor Manufacturer is not indicated, subject to compliance with requirements and acceptance by the Contracting Officer, provide one of the following:
 - a. "HVA Adhesive Anchor" - Hilti Fastening Systems
 - b. "Parabond Capsule Anchor" - Molly Fastener Group
- K. Clevises and Turnbuckles: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1035.
- L. Eye Bolts and Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1030.
- M. Sleeve Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1018.

2.3 PRIMER

- A. Primer: SSPC-Paint 15, or manufacturer's standard shop primer complying with performance requirements in SSPC-Paint 15.
1. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
 - a. Anti-Corrosive and Anti-Rust Paints Applied to interior Ferrous Metals: VOC not more than 250 g/L.

2.4 GROUT

- A. Metallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, metallic aggregate grout, mixed with water to consistency suitable for application and a 30-minute working time.
- B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.5 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
 - 1. Camber structural-steel members where indicated.
 - 2. Fabricate beams with rolling camber up.
 - 3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
 - 4. Mark and match-mark materials for field assembly.
 - 5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 1, "Solvent Cleaning, SSPC-SP 2, "Hand Tool Cleaning, or SSPC-SP 3, "Power Tool Cleaning."
- F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.
- G. Steel Wall-Opening Framing: Select true and straight members for fabricating steel wall-opening framing to be attached to structural steel. Straighten as required to provide uniform, square, and true members in completed wall framing.
- H. Welded Door Frames: Build up welded door frames attached to structural steel. Weld exposed joints continuously and grind smooth. Plug-weld fixed steel bar stops to frames. Secure removable stops to frames with countersunk machine screws, uniformly spaced not more than 10 inches o.c. unless otherwise indicated.

- I. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 - 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.6 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.7 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 - 2. Surfaces not exposed to view and protected from moisture.
 - 3. Surfaces to be field welded.
 - 4. Surfaces to be high-strength bolted with slip-critical connections.
 - 5. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
 - 6. Galvanized surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.
- D. Painting: Prepare steel and apply a one-coat, nonasphaltic primer complying with SSPC-PS Guide 7.00, "Painting System Guide 7.00: Guide for Selecting One-Coat Shop Painting Systems," to provide a dry film thickness of not less than 1.5 mils.

2.8 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
1. Fill vent and drain holes that will be exposed in the finished Work unless they will function as weep holes, by plugging with zinc solder and filing off smooth.
 2. Galvanize lintels shelf angles and welded door frames attached to structural-steel frame and located in exterior walls.

2.9 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- C. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
1. Liquid Penetrant Inspection: ASTM E 165.
 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 3. Ultrasonic Inspection: ASTM E 164.
 4. Radiographic Inspection: ASTM E 94.
- E. In addition to visual inspection, shop-welded shear connectors will be tested and inspected according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
1. Bend tests will be performed if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.

2. Tests will be conducted on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1/D1.1M.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
 1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.
 2. For AESS, If possible, locate welded tabs for attaching temporary bracing and safety cabling where they will be concealed from view in the completed Work.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Base Bearing and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 2. Weld plate washers to top of baseplate.
 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection unless approved by Architect and Structural Engineer. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- H. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.
- I. Composite Beam Shear Studs Connectors: Locate shear stud connectors as shown on the Structural Drawings. Refer to Section 05 30 00 for requirements where studs are installed through metal decking.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 SUPPORT OF OTHER WORK

- A. No permanent loading other than the weight of supported metal deck and concrete slabs shall be imposed on composite beams and girders without prior approval by the Contracting Officer until the concrete in such slabs has achieved 75 percent of its design strength. Contractor shall submit calculations prepared by a Structural Engineer registered in the state of the project verifying the adequacy of the non-composite members to support the anticipated loading prior to developing composite strength. All costs associated with the accommodation of such loading, including review of submittals and modification of structural members and/or details shall be borne by the Contractor.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.
 - 1. In addition to visual inspection, field welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.
- D. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
 - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - 2. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1/D1.1M.
 - 3. Test components of those embedded plates and assemblies to be tested as follows:
 - a. Stud connectors shall have all studs visually and acoustically tested. Studs which have visual defects and/or do not ring when struck with a hammer shall be tested by magnetic particle.
 - 4. Stud Connectors on composite beams shall be tested as follows:
 - a. All studs shall be acoustically inspected. Studs which do not ring when struck with a hammer shall be bent 15 degrees. If the bent stud does not fracture, stud is acceptable and may be left bent.
 - b. In addition to the above, not less than one of each 100 studs shall be tested by bending 15 degrees. If no fracture occurs, stud is considered acceptable and left bent.

- E. If defective welds are discovered, the remaining uninspected welds shall receive such ultrasonic or magnetic particle inspection as may be required by the Contracting Officer. All cost of additional inspection required by this paragraph shall be borne by the Contractor.
- F. The welding inspector will have the authority to reject weldments. Such rejection may be based on visual inspection where in his opinion the weldment would not pass a more detailed investigation.
- G. Reports by the Testing Agency's Inspector will contain, as a minimum, an adequate description of each weld tested, the identifying mark of the welder responsible for the weld, critique of any defects noted by visual inspection or testing, and a statement regarding the acceptability of the weld tested, as judged by current A.W.S. standards. Reports shall be distributed as early as possible but not later than one workweek after the tests have been performed.
- H. Radiographic testing may be substituted for ultrasonic.
- I. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- J. Drilled-In Inserts:
 - 1. Self-Expanding Inserts: The Testing Agency shall inspect self-expanding, drilled-in inserts shown on the structural drawings as follows:
 - 2. Prior to installation, the Testing Agency shall determine that the installing contractor has the proper materials and equipment for drilling holes in the receiving surface of required diameter and length.
 - 3. All inserts shall be visually inspected after installation to ensure that they have been installed perpendicular to the receiving surface and to proper depth.
 - 4. Inspect the first 10 and 10% of all remains inserts for a tension load of 150% of the Manufacturer's recommended allowable working loads in tension.
- K. Adhesive-Bonded Inserts and Rebar Anchored into Hardened Concrete: The Testing Agency shall inspect adhesive-bonded, drilled-in inserts and anchored rebar as follows:
 - 1. The Testing Agency shall be present at the site to observe the installation of all inserts placed. Such observation shall be to ensure that drilled holes are of required diameter and depth, holes are properly cleaned prior to installation of the insert, and that holes are completely filled with properly mixed adhesive after installation.
 - 2. All inserts shall be visually inspected after installation to ensure that the insert has been installed perpendicular to the receiving surface and to proper depth.
 - 3. Inspect the first 10 and 10% of all remaining inserts for a tension load of 150% of the Manufacturer's recommended allowable working loads in tension.

3.7 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.

- B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
- C. Touchup Painting: Cleaning and touchup painting are specified in Division 09 painting Sections.

END OF SECTION 05 12 00

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Miscellaneous steel framing and supports.
 2. Metal ladders.
 3. Metal ADA ramp assemblies.

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
1. Nonslip aggregates and nonslip-aggregate surface finishes.
 2. Fasteners.
 3. Shop primers.
 4. Manufactured metal ladders.
 5. Manufactured metal ramps.
- B. Shop Drawings: Show fabrication and installation details. **Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.**
- C. Delegated-Design Submittal: For **ladders and ramps**, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATION SUBMITTALS

- A. Warranty: Provide sample warranty for manufactured metal ramp.
1. Manufacturer warrants its products to be free from defects in manufacturing material and workmanship for a period of three years beginning at date of substantial completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design **ladders and ramps**.

2.2 QUALITY ASSURANCE

- A. Manufactured metal ramp: All component shall be reusable and shall be easy to disassemble and reassemble so the ramp system can be relocated.
 - 1. Design of all aluminum members shall conform to the 2018 edition of the International Building Code (IBC).
 - 2. All exposed surfaces shall be smooth and free of sharp or jagged edges.
 - 3. All components shall have a mill finish.
 - 4. All fasteners shall be corrosion resistant.

2.3 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- C. Stainless Steel Bars and Shapes: ASTM A276/A276M, **Type 304**.
- D. Steel Tubing: ASTM A500/A500M, cold-formed steel tubing.
- E. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.
- F. Aluminum ramp components: 6000 series alloy with 6061-T6 or 6005-T5 used for structural components.
 - 1. Landing and ramp legs shall be constructed of aluminum construction alloy 6061-T6 or 6005-T5.
 - a. All legs shall have through bolted polymer 7-3/8" x 7-3/8" feet.

2.4 PRODUCTS

- A. Manufacturer ADA Ramp: Ramp Sections shall be designed for a Uniform Live Load of 100 pounds per square foot (psf) minimum and a concentrated vertical load of 300 pounds.
 - 1. Ramp sections shall be prefabricated in 2', 3', 4', 5' and 6' lengths in addition to a distinctive 6' starter ramp section.
 - 2. All ramp sections shall be designed for a 1:12 slope when assembled.
 - 3. Ramp shall have 48" clear between handrails and other projections.
 - 4. Ramp edges shall have 4" tall (minimum) curb or barrier which does not allow passage of a 4" diameter sphere.
 - 5. The walking surface of the ramp shall be continuous, without gaps, and shall be approximately 1-1/4" x 6" self-mating aluminum deck with extruded slip resistant surface.
 - 6. Ramp Landings and Platforms shall be designed for a Uniform Live Load of 100 pounds per square foot (psf) minimum and a concentrated static vertical load of 300 pounds.
 - a. Landing shall be custom size to fit on top of existing concrete ramp landing and provide a maximum 2% sloped surface to transition to exterior entry door.

7. Guards and Handrails shall be designed to resist a single concentrated load of 200 pounds applied at any point and in any direction at the top of the guard or handrail and to transfer this load through the supports to the structure.
 - a. Guards and Handrails shall be designed and constructed to resist a load of 50 pounds per linear foot applied horizontally at the required guard height and a simultaneous load of 100 pounds per linear foot applied vertically downward at the top of the guard.
 - b. All guards, handrails, and handrail brackets shall be aluminum construction alloy 6061-T6 or 6005-T5.
8. Handrails: Handrail gripping surface shall be smooth and continuous throughout ramp sections, steps, and landings/platforms, returning to a guard or wall that is not more than 1/4" from the end of the handrail termination.
 - a. The handrail shall be 1-1/2" diameter tubing. The top of the handrail shall be 36" above the walking surface. The height of the handrail above the finish surface "shall be uniform, not less than 34" (864 mm) and not more than 38" (965 mm)".

2.5 FASTENERS

- A. General: Unless otherwise indicated, provide **Type 304** stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
 1. Provide stainless steel fasteners for fastening **stainless steel**.
- B. Cast-in-Place Anchors in Concrete: Either threaded or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F2329/F2329M.
- C. Post-Installed Anchors: **chemical anchors**.
 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy **Group 1 (A1)** stainless steel bolts, **ASTM F593 (ASTM F738M)**, and nuts, **ASTM F594 (ASTM F836M)**.

2.6 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with **Section 099113 "Exterior Painting."**
- B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- C. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- D. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

- E. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- G. Shrinkage-Resistant Grout: Factory-packaged, nonmetallic, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- H. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained concrete with a minimum 28-day compressive strength of **3000 psi (20 MPa)**.

2.7 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately **1/32 inch (1 mm)** unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing **and contour of welded surface matches that of adjacent surface**.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, not less than **8 inches (200 mm)** from ends and corners of units and **24 inches (600 mm)** o.c.

2.8 MISCELLANEOUS FRAMING AND SUPPORTS

- A. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.9 METAL LADDERS

A. General:

1. Comply with ANSI A14.3.

B. Steel Ladders:

1. Space siderails **18 inches (457 mm)** apart unless otherwise indicated.
2. Siderails: Continuous, **1/2-by-2-1/2-inch (12.7-by-64-mm)** steel flat bars, with eased edges.
3. Rungs: **3/4-inch- (19-mm-) square**, steel bars.
4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
5. Provide nonslip surfaces on top of each rung.
6. Prime ladders, including brackets and fasteners, per Section

2.10 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.

- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.

- C. Galvanize **exterior** miscellaneous steel trim.

- D. Prime **exterior** miscellaneous steel trim with **zinc-rich primer**.

2.11 GENERAL FINISH REQUIREMENTS

- A. Finish metal fabrications after assembly.

2.12 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
- B. Shop prime iron and steel items **not indicated to be galvanized** unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
- C. Preparation for Shop Priming: Prepare surfaces to comply with **SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."**
- D. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

- A. Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

- B. Anchor supports securely to, and rigidly brace from, building structure.

3.3 REPAIRS

- A. Touchup Painting:

- 1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055000

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with engineered wood products.
3. Rooftop equipment bases and support curbs.
4. Wood blocking and nailers.
5. Wood furring
6. Plywood backing panels.

1.2 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Engineered wood products.
4. Shear panels.
5. Power-driven fasteners.
6. Post-installed anchors.
7. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Dress lumber, S4S, unless otherwise indicated.

- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.
- C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
 - 1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.

2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
 3. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- C. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- D. Application: Treat miscellaneous carpentry where indicated, and as follows:
1. Concealed blocking in type I-A construction as indicated on Sheet A020.
 2. Plywood backing panels for electrical and phone equipment.

2.4 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade or better.
1. Application: Interior partitions not indicated as load bearing.
 2. Species: Spruce-Pine Fir or Hem-Fir

2.5 ENGINEERED WOOD PRODUCTS

- A. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.
1. Extreme Fiber Stress in Bending, Edgewise: 3100 psi (21.3 MPa)
 2. Modulus of Elasticity, Edgewise: 2,000,000 psi (13 700 MPa)

2.6 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.7 METAL FRAMING ANCHORS

- A. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.

1. Use for interior locations unless otherwise indicated.
- B. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.
 1. Use for wood-preserved-treated lumber and where indicated.

2.8 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- D. Install shear wall panels to comply with manufacturer's written instructions.
- E. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

END OF SECTION 061000

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wall sheathing.
 - 2. Roof sheathing.
 - 3. Parapet sheathing.
 - 4. Composite nail base insulated roof sheathing.
 - 5. Subflooring.
 - 6. Underlayment.
 - 7. Sheathing joint and penetration treatment.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated plywood.
 - 2. Fire-retardant-treated plywood.
 - 3. Foam-plastic sheathing.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: As tested according to ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 WOOD PANEL PRODUCTS

- A. Emissions: Products shall meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.3 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC4a for items in contact with ground.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat all plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.4 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201/D 3201M at 92 percent relative humidity. Use where exterior type is not indicated.
 - 3. Design Value Adjustment Factors: Treated lumber plywood shall be tested according to ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305. Span ratings after treatment shall be not less than span ratings specified
- C. Kiln-dry material after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.
- E. Application: Treat all plywood used for interior wood shear walls.

2.5 WALL SHEATHING

- A. Plywood Sheathing: Exposure 1, Structural I sheathing.
- B. Oriented-Strand-Board Sheathing: DOC PS 2, Exposure 1, Structural I sheathing.
- C. Size: ½”.

2.6 ROOF SHEATHING

- A. Plywood Sheathing: Exposure 1, Structural I sheathing.
- B. Oriented-Strand-Board Sheathing: DOC PS 2, Structural I sheathing.
- C. Size: (2) layers of ¼” as indicated on drawings.

2.7 PARAPET SHEATHING

- A. Plywood Sheathing: Exposure 1, Structural I sheathing.
- B. Oriented-Strand-Board Sheathing: DOC PS 2, Exposure 1, Structural I sheathing.
- C. Size: ½”.

2.8 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. For roof, parapet, and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

2.9 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

- A. Sealant for Paper-Surfaced Gypsum Sheathing: Elastomeric, medium-modulus, neutral-curing silicone joint sealant compatible with joint substrates formed by gypsum sheathing and other materials, recommended by sheathing manufacturer for application indicated and complying with requirements for elastomeric sealants specified in Section 079200 "Joint Sealants."
- B. Sealant for Glass-Mat Gypsum Sheathing: Silicone emulsion sealant complying with ASTM C 834, compatible with sheathing tape and sheathing and recommended by tape and sheathing manufacturers for use with glass-fiber sheathing tape and for covering exposed fasteners.
 - 1. Sheathing Tape: Self-adhering glass-fiber tape, minimum 2 inches (50 mm) wide, 10 by 10 or 10 by 20 threads/inch (390 by 390 or 390 by 780 threads/m), of type recommended by sheathing and tape manufacturers for use with silicone emulsion sealant in sealing joints in glass-mat gypsum sheathing and with a history of successful in-service use.
- C. Sheathing Tape for Foam-Plastic Sheathing: Pressure-sensitive plastic tape recommended by sheathing manufacturer for sealing joints and penetrations in sheathing.

2.10 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
 - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in the ICC's International Residential Code for One- and Two-Family Dwellings.
 - 3. ICC-ES evaluation report for fastener.
- D. Coordinate parapet and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Combination Subfloor-Underlayment:
 - a. Glue and nail to wood framing.
 - b. Screw to cold-formed metal framing.
 - c. Space panels 1/8 inch (3 mm) apart at edges and ends.
 - 2. Subflooring:
 - a. Glue and nail to wood framing.
 - b. Screw to cold-formed metal framing.

- c. Space panels 1/8 inch (3 mm) apart at edges and ends.
- 3. Wall and Roof Sheathing:
 - a. Nail to wood framing.
 - b. Screw to cold-formed metal framing.
 - c. Space panels 1/8 inch (3 mm) apart at edges and ends.
- 4. Underlayment:
 - a. Nail to subflooring.
 - b. Space panels 1/32 inch (0.8 mm) apart at edges and ends.
 - c. Fill and sand edge joints of underlayment receiving resilient flooring immediately before installing flooring.

3.3 GYPSUM SHEATHING INSTALLATION

- A. Comply with GA-253 and with manufacturer's written instructions.
 - 1. Fasten gypsum sheathing to wood framing with screws.
 - 2. Fasten gypsum sheathing to cold-formed metal framing with screws.
 - 3. Install panels with a 3/8-inch (9.5-mm) gap where non-load-bearing construction abuts structural elements.
 - 4. Install panels with a 1/4-inch (6.4-mm) gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.
- B. Seal sheathing joints according to sheathing manufacturer's written instructions.
 - 1. Apply elastomeric sealant to joints and fasteners and trowel flat. Apply sufficient amount of sealant to completely cover joints and fasteners after troweling. Seal other penetrations and openings.
 - 2. Apply glass-fiber sheathing tape to glass-mat gypsum sheathing joints and apply and trowel sealant to embed entire face of tape in sealant. Apply sealant to exposed fasteners with a trowel so fasteners are completely covered. Seal other penetrations and openings.

3.4 CEMENTITIOUS BACKER UNIT INSTALLATION

- A. Install panels and treat joints according to ANSI A108.11 and manufacturer's written instructions for type of application indicated.

3.5 FOAM-PLASTIC SHEATHING INSTALLATION

- A. Comply with manufacturer's written instructions.
- B. Foam-Plastic Wall Sheathing: Install vapor-relief strips or equivalent for permitting escape of moisture vapor that otherwise would be trapped in stud cavity behind sheathing.
- C. Apply sheathing tape to joints between foam-plastic sheathing panels and at items penetrating sheathing. Apply at upstanding flashing to overlap both flashing and sheathing.

3.6 PARTICLEBOARD UNDERLAYMENT INSTALLATION

- A. Comply with CPA's recommendations for type of subfloor indicated. Fill and sand gouges, gaps, and chipped edges. Sand uneven joints flush.
 - 1. Fastening Method: Glue and nail underlayment to subflooring.

3.7 HARDBOARD UNDERLAYMENT INSTALLATION

- A. Comply with CPA's recommendations and hardboard manufacturer's written instructions for preparing and applying hardboard underlayment.
 - 1. Fastening Method: Nail underlayment to subflooring.

END OF SECTION 061600

SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior **wood** trim.
2. **Lumber** siding.
3. **Lumber** soffits.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. All trim and siding that is indicated to match / replace existing is to match existing in species, cut, profile and surface finish.
- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
 1. Factory mark each piece of lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.
 2. For exposed lumber, mark grade stamp on end or back of each piece, **or omit grade stamp and provide certificates of grade compliance issued by inspection agency.**

2.2 EXTERIOR TRIM

- A. Lumber Trim for **Painted** Finish:
 1. Species and Grade: Western red cedar; NLGA, WCLIB, or WWPA **Grade A**.
 2. Maximum Moisture Content: **15 percent with at least 85 percent of shipment at 12 percent or less.**
 3. Face Surface: **Surfaced (smooth, match existing).**
- B. Moldings for **Painted** Finish: MMPA WM 4, P-grade wood moldings, made from kiln-dried stock to patterns included in MMPA's "WM/Series Softwood Moulding Patterns."

1. Species: **Western red cedar.**
2. Profiles to match existing salvaged elements.

2.3 LUMBER SIDING

- A. Provide kiln-dried lumber siding complying with DOC PS 20.
- B. Species and Grade: Western red cedar; NLGA, WCLIB, or WWPA **Grade A.**
- C. Pattern: Drop siding, SPIB or WWPA pattern No. 105, actual face width (coverage) and thickness of **4-7/8 by 23/32 inch (124 by 18 mm). Siding profile, depth and thickness to match existing, verify in field.**

2.4 LUMBER SOFFITS

- A. Provide kiln-dried lumber siding complying with DOC PS 20.
- B. Species and Grade: Western red cedar; NLGA, WCLIB, or WWPA **Grade B.**
- C. Pattern: V-edge, smooth-faced tongue and groove, actual face width (coverage) and thickness of **5-1/8 by 23/32 inch (130 by 18 mm).**

2.5 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than **1-1/2 inches (38 mm)** into wood substrate.
 1. For face-fastening siding, provide ringed-shank siding nails **or hot-dip galvanized-steel siding nails.**
 2. For prefinished items, provide matching prefinished aluminum fasteners where face fastening is required.
 3. For applications not otherwise indicated, provide **stainless steel or hot-dip galvanized-steel** fasteners.
- B. Flashing: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim" for flashing materials installed in exterior finish carpentry.
- C. Round Soffit Vents: Stamped aluminum louvered vents, **2 inches (51 mm)** in diameter, made to be inserted in round holes cut in soffit.
 1. Finish: **Brown paint.**
- D. Sealants: Latex, complying with ASTM C834 **Type OP, Grade NF** and applicable requirements in Section 079200 "Joint Sealants," and recommended by sealant and substrate manufacturers for intended application.
 1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:

- a. Pecora Corporation.
- b. Tremco Incorporated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed.
 - 1. Cut to required lengths and prime ends.
 - 2. Comply with requirements in Section 099113 "Exterior Painting."

3.2 INSTALLATION, GENERAL

- A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.
 - 1. Use concealed shims where necessary for alignment.
 - 2. Scribe and cut exterior finish carpentry to fit adjoining work.
 - 3. Refinish and seal cuts as recommended by manufacturer.
 - 4. Install to tolerance of **1/8 inch in 96 inches (3 mm in 2438 mm)** for level and plumb. Install adjoining exterior finish carpentry with **1/32-inch (0.8-mm)** maximum offset for flush installation and **1/16-inch (1.5-mm)** maximum offset for reveal installation.
 - 5. Coordinate exterior finish carpentry with materials and systems in or adjacent to it.
 - 6. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

3.3 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than **24 inches (610 mm)** long, except where necessary.
 - 1. Use scarf joints for end-to-end joints.
 - 2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water.
 - 1. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint.
 - 2. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.
- D. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

3.4 INSTALLATION OF SIDING

- A. Install siding to comply with manufacturer's written instructions **and warranty requirements**.
- B. Horizontal Lumber Siding:
 - 1. Apply starter strip along bottom edge of sheathing or sill.
 - 2. Install first course of siding, with lower edge at least **1/8 inch (3 mm)** below starter strip and subsequent courses lapped **1 inch (25 mm)** over course below.
 - a. Nail at each stud.
 - b. Do not allow nails to penetrate more than one thickness of siding.
 - 3. Leave **1/8-inch (3-mm)** gap at trim and corners unless otherwise recommended by manufacturer, and apply sealant.
 - 4. Butt joints only over framing or blocking, nailing top and bottom on each side and staggering joints in subsequent courses.
- C. Flashing: Install metal flashing as indicated on Drawings and as recommended by siding manufacturer.
- D. Finish: Apply finish within two weeks of installation.

END OF SECTION 062013

SECTION 062023 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior trim.
 - 2. Interior bead **board** paneling.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. All trim and siding that is indicated to match / replace existing is to match existing in species, cut, profile and surface finish.
- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece, **or omit grade stamp and provide certificates of grade compliance issued by grading agency.**

2.2 INTERIOR TRIM

- A. Softwood Lumber Trim for Transparent Finish (Stain or Clear Finish):
 - 1. Species and Grade:
 - a. Douglas fir-larch or Douglas fir south; NLGA, WCLIB, or WWPA **C & Btr** finish.
 - b. Species to match existing.
 - 2. Maximum Moisture Content: **15 percent with at least 85 percent of shipment at 12 percent or less.**
 - 3. Finger Jointing: **Not allowed.**

4. Face Surface: **Surfaced (smooth, match existing).**

2.3 PANELING

- A. Board Paneling, MMPA: Interior wood-board paneling complying with MMPA WM 9.
 1. Species: **Ponderosa or other pine species that matches existing.**
 2. Grade: **Knotty No. 1.**
 3. Maximum Moisture Content: **12 percent.**
 4. Pattern: **Beaded to match existing profile.**
 5. Net Coverage Width: Not less than **8-3/4 inches (222 mm).**

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
- B. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.
- C. Paneling Adhesive: Comply with paneling manufacturer's written instructions for adhesives.
- D. Multipurpose Construction Adhesive: Formulation, complying with ASTM D3498, that is recommended for indicated use by adhesive manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 48 hours **unless longer conditioning is recommended by manufacturer.**

3.2 INSTALLATION, GENERAL

- A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials.
 1. Use concealed shims where necessary for alignment.
 2. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 3. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

4. Install to tolerance of **1/8 inch in 96 inches (3 mm in 2438 mm)** for level and plumb. Install adjoining interior finish carpentry with **1/32-inch (0.8-mm)** maximum offset for flush installation and **1/16-inch (1.5-mm)** maximum offset for reveal installation.
5. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

3.3 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.
 1. Do not use pieces less than **24 inches (610 mm)** long, except where necessary.
 2. Stagger joints in adjacent and related standing and running trim.
 3. **Cope** at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.
 4. Use scarf joints for end-to-end joints.
 5. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
 6. Match color and grain pattern of trim for transparent finish (stain or clear finish) across joints.
 7. Install trim after gypsum-board joint finishing operations are completed.
 8. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.
 9. Fasten to prevent movement or warping.
 10. Countersink fastener heads on exposed carpentry work and fill holes.

3.4 INSTALLATION OF PANELING

- A. Board Paneling: Install according to manufacturer's written instructions.
 1. Arrange in random-width pattern suggested by manufacturer unless boards or planks are of uniform width.
 2. Install in full lengths without end joints.
 3. Stagger end joints in random pattern to uniformly distribute joints on each wall.
 4. Install with uniform end joints. Locate end joints only over furring or blocking.
 5. Select and arrange boards on each wall to minimize noticeable variations in grain character and color between adjacent boards.
 6. Install with uniform tight joints between boards.
 7. Fasten paneling by face nailing, setting nails, and filling over nail heads.
 8. Fasten paneling with trim screws, set below face and filled.
 9. Fasten paneling by blind nailing through tongues.
 10. Fasten paneling with paneling system manufacturer's concealed clips.
 11. Fasten paneling to gypsum wallboard with panel adhesive.

END OF SECTION 062023

SECTION 071800 – PEDESTRIAN TRAFFIC COATINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes polyurethane traffic coatings for the following applications:
 - 1. Pedestrian traffic coating at balcony locations.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review requirements for traffic coating products and installation, including surface preparation, substrate conditions, expansion joints as required, project and manufacturer's details, installation procedures, mockups, testing and inspection requirements, protection and repairs, and coordination and sequencing of traffic coating work with work of other Sections.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include installation instructions and details, material descriptions, dry or wet film thickness requirements, and finish.
- B. Shop Drawings: For traffic coatings.
 - 1. Show locations for traffic coating system components. Show details for each type of substrate, movement joints, corners, and edge conditions, including penetrations, transitions, and other termination conditions that are not included in manufacturer's product data.
- C. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Sample warranty.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A manufacturer-approved firm with minimum [five] years' experience in installation of specified products in successful use on similar projects, employing workers trained by manufacturer, including a full-time on-site supervisor with a minimum of three years'

experience installing similar work, and able to communicate verbally with Contractor, Architect, and employees.

- B. Mock-ups: Provide traffic coating mockup application in an area of not less than 25 sq. ft. of surface where directed by Architect and Owner. Include examples of surface preparation, crack and joint treatment, traffic coating application, slip-resistant aggregate application, and flashing, transition, and termination conditions, to set quality standards for execution.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace traffic coating that fails in materials or workmanship within specified warranty period. Failures include, but are not limited to the following:
 - 1. Adhesive or cohesive failures.
 - 2. Abrasion or tearing failures.
 - 3. Surface crazing or spalling.
 - 4. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
- B. Warranty Period
 - 1. Warranty Period: Five years from date of Substantial Completion.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Environmental Limitations: Apply traffic coating within the range of ambient and substrate temperatures recommended by traffic coating manufacturer.
 - 1. Protect substrates from environmental conditions that affect coating performance.
 - 2. Do not apply traffic coating accessories (or expansion joint accessories if applicable) to a damp or wet substrate or during snow, rain, fog, or mist or when dew is present.
- B. Provide substrate moisture testing per manufacturer's requirements prior to beginning work.
- C. Maintain area as well ventilated and advise building occupants of coating application.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Material Compatibility: Provide primers; base coat, intermediate coat, and topcoat; and accessory materials that are compatible with one another and with substrate under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Source Limitations: Provide traffic coating system materials and accessory products from single-source manufacturer.

- C. Compatibility: Provide traffic coating system materials that are compatible with one another and with adjacent materials under conditions of service and application required, as demonstrated by traffic coating manufacturer based on testing and field experience.
- D. VOC Content: 350 g/L maximum per 40 CFR 59, Subpart D (EPA Method 24) and complying with requirements of authorities having jurisdiction.

2.2 TRAFFIC COATING

- A. Traffic Coating: Manufacturer's standard, traffic-bearing, seamless, high-solids-content, cold liquid-applied, elastomeric, water-resistant membrane system with integral wearing surface for pedestrian traffic service condition; according to ASTM C957/C957M.
 - 1. Basis of design product is Vulkem 350NF / 351NF Pedestrian Traffic Coating by Tremco Incorporated or acceptable equal product meeting the following characteristics.
 - a. Weathering ASTM D822:
 - 1) Base: N/A
 - 2) Top coat: No effect
 - b. Elongation ASTM D412:
 - 1) Base: 600 to 700%
 - 2) Top coat: 130%
 - c. Tensile Strength ASTM D412:
 - 1) Base: 250 to 460 psi
 - 2) Top coat: 2600 psi
 - d. Hardness (Shore A) ASTM D2240:
 - 1) Base: 45 to 60
 - 2) Top coat: 90
 - e. Adhesion (Peel Strength) ASTM D903:
 - 1) Base: Unprimed concrete, 20 to 30 pli, 100% cohesive failure
 - 2) Top coat: 100% cohesive failure
 - f. Adhesion (Pull off) ASTM D4541:
 - 1) Base: 200 to 400 psi
 - 2) Top coat: 200 to 400 psi
 - 2. VOC Content: Not greater than 60 g/L for base coat and 100 g/L for top coat.
- B. Primer: Liquid primer as recommended in writing for substrate and conditions by traffic-coating manufacturer.
- C. Preparatory and Base Coats: Aliphatic Polyurethane with UV inhibitors.
- D. Topcoat: Aliphatic Polyurethane with UV inhibitors.
 - 1. Aggregate Content: As required to achieve slip-resistant finish.
 - 2. Color: As selected by Architect from manufacturer's full range.
- E. Aggregate: Manufacturer's standard aggregate for each use indicated of particle sizes, shape, and minimum hardness recommended in writing by traffic-coating manufacturer.

2.3 ACCESSORY MATERIALS

- A. Joint Sealant: Single component, non-sagging polyurethane joint sealant meeting ASTM C920, Type NS, Class 50.
 - 1. Basis of Design Product: Tremco Inc., Dymonic 100 or approved equal compatible with the traffic coating and acceptable to the manufacturer.
- B. Sheet Flashing: Nonstaining sheet material recommended in writing by traffic-coating manufacturer.
- C. Adhesive: Contact adhesive recommended in writing by traffic-coating manufacturer.
- D. Reinforcing Strip: Fiberglass mesh recommended in writing by traffic-coating manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Surface Condition: Before applying traffic coating materials and system accessories, examine substrate and conditions to ensure substrates are fully cured and free from high spots, depressions, loose and foreign particles and other deterrents to adhesion, and conditions comply with manufacturer's written recommendations.
 - 1. Verify concrete surfaces are visibly dry, have cured for time period recommended by traffic coating manufacturer, and are free from release agents, curing agents, laitance, and other contaminants.
 - 2. Test surfaces following cleaning and abrasion specified below.
 - a. Test for capillary moisture by method recommended in writing by traffic-coating manufacturer.
 - b. Test for traffic coating adhesion per manufacturer's recommended method.
 - c. Notify Architect in writing of unsatisfactory conditions.
- B. Proceed with installation once unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and prepare substrates according to ASTM C1127 and manufacturer's written instructions to produce clean, dust-free, dry substrate for traffic-coating application. Application of coating indicates acceptance of surfaces and conditions.
 - 1. Remove contaminants, curing compounds, and film-forming coatings from substrates.
 - 2. Remove projections and excess materials and fill voids with manufacturer's recommended substrate patching material.
 - 3. Prepare surfaces to a uniform profile in accordance with ASTM D4259 and meeting ICRI Surface Profile CSP 2 - 4. Do not acid etch.
 - 4. Clean prepared surfaces in accordance with ASTM D4258.
- B. Mask adjoining surfaces not receiving traffic coatings to prevent overspray, spillage, leaking, and migration of coatings. Prevent traffic-coating materials from entering deck substrate penetrations and clogging weep holes and drains.

3.3 TERMINATIONS AND PENETRATIONS

- A. Prepare vertical and horizontal surfaces at terminations and penetrations through traffic coatings and at expansion joints, drains, and sleeves according to ASTM C1127 and manufacturer's written instructions.
 - 1. At terminations of traffic coating exposed to traffic, rout 1/4 by 1/4 inch (6 by 6 mm) keyway in concrete.
 - 2. Prepare non-moving shrinkage cracks, large cracks, construction joints, expansion joints, projections and protrusions, penetrations, drains, and changes in plane in accordance with manufacturer's written instructions and details.
 - 3. Prepare joints and cracks in substrate in accordance with ASTM C1127 and ASTM D4258 and manufacturer's written instructions.
- B. Joint Sealant Installation: Comply with ASTM C1193 and manufacturer's written instructions. Allow joint sealants to cure adequately before coating with traffic coating.
 - 1. Provide joint sealant cants with backer rods at penetrations and at horizontal-to-vertical intersections. Tool sealant material to form 45 degree angle transition.
 - 2. Rout and fill cracks with joint sealant and tool flush with surface.
 - 3. Feather edges of joint sealant applications.
 - 4. Allow joint sealant to cure. Apply detail coat of base coat over unfilled and filled cracks and joints, and feather terminating edges.
 - 5. Fill expansion joints less than 1" with backer rod and joint sealant contact Tremco for sealant recommendation. Do not apply traffic coating over expansion joints.
 - 6. Fill expansion joints greater than 1" with specified Willseal Expansion Joint material, contact Tremco for sealant recommendation. Do not apply traffic coating over expansion joints.
- C. Terminate edges of deck-to-deck expansion joints with preparatory base-coat strip.
- D. Install sheet flashings at deck-to-wall expansion and dynamic joints, and bond to deck and wall substrates according to manufacturer's written recommendations.

3.4 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrates according to ASTM C1127 and manufacturer's written recommendations. Before coating surfaces, remove dust and dirt from joints and cracks according to ASTM D4258.
 - 1. Comply with recommendations in ASTM C1193 for joint-sealant installation.
- B. Apply reinforcing strip in traffic-coating system where recommended in writing by traffic-coating manufacturer.

3.5 PEDESTRIAN TRAFFIC-COATING APPLICATION

- A. Primer: Prime metal surfaces, porous surfaces (when required), and preceding coats left uncoated for more than 24 hours or that have lost surface tack, with manufacturer's recommended primer. Allow to cure before proceeding.

- B. Apply traffic coating according to ASTM C1127 and manufacturer's written instructions. Use roller-applied or self-leveling formulations as recommended by manufacturer for project conditions.
 - 1. Verify that wet film thickness of each coat complies with requirements every 100 sq. ft..
- C. Apply coats of specified compositions for each type of traffic coating at locations as indicated on Drawings.
 - 1. Base Coat: Single application of not less than 25 mil (0.64 mm). For occupied spaces, single application of not less than 40 mil (1.02 mm) to 60 mil (1.52 mm). Refer to manufacturer's written instructions.
 - 2. Top Coat: Single application at not less than 15 mil (.38 mm).
 - 3. Aggregate: Uniformly broadcast aggregate on coats specified to receive aggregate. Embed aggregate according to manufacturer's written instructions.
- D. Apply traffic coatings to prepared wall terminations and vertical surfaces to height indicated; omit aggregate on vertical surfaces.
- E. Cure traffic coatings. Prevent contamination and damage during application and curing stages.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to inspect substrate conditions, surface preparation, traffic coating application, protection, and drainage components, and to furnish reports to Architect.
- B. Coordination of Testing: Cooperate with testing agency. Allow access to work areas and staging. Notify testing agency in writing of schedule for Work of this Section to allow sufficient time for testing and inspection.
 - 1. Do not cover Work until testing and inspection is completed and accepted.
- C. Reporting: Forward written inspection reports to the Architect within 3 working days of the inspection and test being performed.
- D. Correction: Correct deficient applications not passing tests and inspections, make necessary repairs, and retest as required to demonstrate compliance with requirements.

3.7 PROTECTING AND CLEANING

- A. Protect traffic coatings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 071800

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Extruded polystyrene foam-plastic board insulation.
2. Glass-fiber blanket insulation.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Extruded polystyrene foam-plastic board insulation.
2. Glass-fiber blanket insulation.

1.3 INFORMATIONAL SUBMITTALS

A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.

1. Sign, date, and post the certification in a conspicuous location on Project site.

B. Product test reports.

C. Research reports.

1.4 MANUFACTURERS

A. Concrete Faced Insulation Boards (RI-2):

1. T. Clear Corporation
 - a. www.tclear.com / 1 (800) 544-7398 / sconfer@tclear.com
 - b. Western Region Representative:
 - 1) Brent Shepherd / brent.shepherd@arriscraft.com / 1 (303) 229-5621

PART 2 - PRODUCTS

2.1 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD INSULATION

A. Extruded Polystyrene Board Insulation, Type **(RI-1)**: ASTM C578, Type X, 25-psi (173-kPa) minimum compressive strength; unfaced.

1. Basis of design is “Owens-Corning Formular 250” or approved equal subject to compliance with the requirements.
 2. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
 3. Smoke-Developed Index: Not more than 450 when tested in accordance with ASTM E84.
 4. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
 5. Labeling: Provide identification of mark indicating R-value of each piece of insulation **12 inches (305 mm)** and wider in width.
 6. Water absorption (ASTM C272): 0.3% maximum
 7. R-Value per inch: 5.0 @ 75F mean temperature
- B. Extruded Polystyrene Board Insulation, Type **(RI-2)**: ASTM C578, Type IV, 40-psi (276-kPa) ASTM D 1621 minimum compressive strength; 5/16” Latex Modified Concrete Faced.
1. Basis of design is “WallGUARD” by T Clear Corporation or approved equal subject to compliance with the requirements.
 2. Size: 2-5/16 inch x 24 inch x 48 inch.
 3. Edges: Tongue and groove along 48 inch side and square along 24 inch panel sections.
 4. Flame-Spread Index: Not more than 5 when tested in accordance with ASTM E84.
 5. Smoke-Developed Index: Not more than 135 when tested in accordance with ASTM E84.
 6. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
 7. Labeling: Provide identification of mark indicating R-value of each piece of insulation **12 inches (305 mm)** and wider in width.
 8. Water absorption (ASTM C2842): <0.7% maximum
 9. R-Value per inch: 5 @ 75F mean temperature
 10. Panels to have tongue and groove interlocking edges to allow for mounting clips to create a concealed fastener installation.
 - a. Galvanized steel mounting clips designed and furnished by the panel manufacturer.

2.2 GLASS-FIBER BLANKET INSULATION

- A. Glass-Fiber Blanket Insulation, Unfaced <**FGB-1 & 3**>: ASTM C665, Type I; passing ASTM E136 for combustion characteristics.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed; SAINT-GOBAIN.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Owens Corning.
 2. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
 3. Smoke-Developed Index: Not more than 50 when tested in accordance with ASTM E84.
 4. Labeling: Provide identification of mark indicating R-value of each piece of insulation **12 inches (305 mm)** and wider in width.
- B. Glass-Fiber Blanket Insulation, Kraft Faced <**FGB-2**>: ASTM C665, Type II (nonreflective faced), Class C (faced surface not rated for flame propagation); Category 1 (membrane is a vapor barrier).

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. **CertainTeed; SAINT-GOBAIN.**
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. **Owens Corning.**
2. Labeling: Provide identification of mark indicating R-value of each piece of insulation **12 inches (305 mm)** and wider in width.

2.3 ACCESSORIES

A. Insulation for Miscellaneous Voids:

1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.
2. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.

B. Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.

C. Concrete Board Faced Accessories (RI-2):

1. Pre finished metal cap flashing:
 - a. 24 GA galvanized steel J-Channel; 2-1/4 inch wide, 4 inch long vertical back leg and 2-1/4 inch short face leg with hemmed edge.
 - 1) Color to be selected from manufacturer's standards by Architect.
 - b. Clips and Fasteners: Corrosion-resistant, sized to suit panel thickness application; as supplied by panel manufacturer.

D. Vapor barrier to be fastened to bottom of ceiling framing to retain FGB-1 insulation:

1. Polypropylene, 16 mil
2. Basis-of-Design: A.D.O. Pro Pac.

PART 3 - INSULATION SCHEDULE

3.1 INSULATION TYPES

A. Insulation Type RI-#; rigid extruded polystyrene XPS board insulation, un-faced:

1. Type: **RI-1**
 - a. Location: perimeter foundation insulation where recessed below grade
 - b. Thickness: 2.0-inch (or as required to achieve R-10 minimum)
 - c. Thermal Resistance: R-5.0 minimum per inch
 - d. Installation: Spindle type
2. Type: **RI-2**
 - a. Location: perimeter foundation insulation where exposed above grade
 - b. Thickness: 2.0-inch, not including cement facer (or as required to achieve R-10 minimum)

- c. Thermal Resistance: R-5 minimum per inch
 - d. Installation: Concealed clip and fastener type
- B. Insulation Type FGB-#; Un-faced, Type I Fiberglass Batt Insulation
- 1. Type **FBG-1**
 - a. Location: Attic.
 - b. Thickness: 12.5-inches
 - c. Width: 16-inches (As required for friction fit between existing ceiling framing)
 - d. Thermal resistance: R-38 minimum
 - e. Installation: Friction fit
- C. Insulation Type FGB-#; Faced, Type II Fiberglass Batt Insulation
- 1. Type **FBG-2**
 - a. Location: Exterior walls (full height from finish floor to 24" above finish ceiling)
 - b. Thickness: 5.5-inches
 - c. Width: 15-inches (As required for friction fit between existing framing)
 - d. Thermal resistance: R-20 minimum
 - e. Installation: Friction fit, fastening facing flanges to framing members)
- D. Insulation Type FGB-#; Un-faced, Type I Fiberglass Batt Insulation
- 1. Type **FBG-3**
 - a. Location: Floor Joists
 - b. Thickness: 9-inches
 - c. Width: 15-inches
 - d. Thermal resistance: R-30 minimum
 - e. Installation: Friction fit

PART 4 - EXECUTION

4.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
- D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

4.2 INSTALLATION OF SLAB INSULATION

- A. On vertical slab edge and foundation surfaces, set insulation units using manufacturer's recommended adhesive according to manufacturer's written instructions.
 - 1. If not otherwise indicated, extend insulation a minimum of **24 inches (610 mm)** below exterior grade line.

4.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain **3-inch (76-mm)** clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. For wood-framed construction, install blankets according to ASTM C1320 and as follows:
 - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
 - 5. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
 - a. Exterior Walls: Set units with facing placed toward **interior of construction**.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately **2.5 lb/cu. ft. (40 kg/cu. m)**.
 - 2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

4.4 INSTALLATION OF CONCRETE FACED FOUNDATION INSULATION PANELS (RI-2)

- A. Surfaces to Receive Panels: Flat, sound, clean, and free from irregularities and or jagged surfaces.
- B. Lay out panels to maximize board sizes. Do not use boards less than 6 inches wide.
- C. Install panels in orientation to maximize full sheets.
 - 1. Install fastening clips sequenced with panel installation.
- D. Install metal cap flashing and tie into building weather barrier as indicated on the drawings.

E. Protection: Protect installed products from damage during construction.

END OF SECTION 072100

SECTION 072500 - WEATHER BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 1. Building wrap.
 2. Flexible flashing.
 3. Fluid applied flashing.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For **water-resistive barrier and flexible flashing**, from ICC-ES.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIER

- A. Building Wrap: ASTM E1677, Type I air barrier; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested according to ASTM E84; UV stabilized; and acceptable to authorities having jurisdiction.
 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. **DuPont de Nemours, Inc.**
 - 1) Basis-of-Design product: Tyvek Commercial Wrap.
 2. Water-Vapor Permeance: Not less than **20 perms (1150 ng/Pa x s x sq. m)** per ASTM E96/E96M, Desiccant Method (Procedure A).
 3. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.
- B. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

2.2 FLEXIBLE FLASHING

- A. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. **DuPont de Nemours, Inc.**
 - 1) Basis-of-Design product: FlexWrap.
 2. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.

2.3 FLUID APPLIED FLASHING

- A. Single-component, medium-modulus, non-sag polyurethane:
1. Basis-of-Design: Dymonic 100 by Tremco Construction Products Group.
 - a. ASTM C920 Type s, Grade NS, Class 50, Use NT, T, M, A, O, I.
 - b. Class A, Type II
 - c. AAMA 714-15 Specification for Liquid Applied Flashing
 - d. Immersible

2.4 DRAINAGE MATERIAL

- A. Drainage Material: Product shall maintain a continuous open space between water-resistive barrier and exterior cladding to create a drainage plane and shall be used under **siding**.
1. **Manufacturers:** Subject to compliance with requirements, provide products by the following:
 - a. Masonry Technology Incorporated.
 - 1) Basis-of-Design product: Gravity Cavity GC 1816.
 2. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.

PART 3 - EXECUTION

3.1 WATER-RESISTIVE BARRIER INSTALLATION

- A. Cover sheathing with water-resistive barrier as follows:
1. Cut back barrier **1/2 inch (13 mm)** on each side of the break in supporting members at expansion- or control-joint locations.
 2. Apply barrier to cover vertical flashing with a minimum **4-inch (100-mm)** overlap unless otherwise indicated.

- B. Building Wrap: Comply with manufacturer's written instructions and warranty requirements.
 - 1. Seal seams, edges, fasteners, and penetrations with tape.
 - 2. Extend into jambs of openings and seal corners with tape.

3.2 FLEXIBLE FLASHING INSTALLATION

- A. Apply flexible flashing where indicated to comply with manufacturer's written instructions.
 - 1. Lap seams and junctures with other materials at least **4 inches (100 mm)** except that at flashing flanges of other construction, laps need not exceed flange width.
 - 2. Lap flashing over water-resistive barrier at bottom and sides of openings.
 - 3. Lap water-resistive barrier over flashing at heads of openings.

3.3 FLUID APPLIED FLASHING INSTALLATION

- A. Apply fluid applied flashing per manufacturer's written instructions.
- B. Apply fluid applied flashing on the exterior sheathing of the north and south elevations below finish floor elevation as indicated on the drawings.

3.4 DRAINAGE MATERIAL INSTALLATION

- A. Install drainage material over building wrap and flashing to comply with manufacturer's written instructions.

END OF SECTION 072500

SECTION 074113.16 - STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Standing-seam metal roof panels.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- C. Samples: For each type of metal panel indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Warranties: Sample of special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: **Two** years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: **35** years from date of Substantial Completion.
- C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
 - 1. Warranty Period: **20** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
 - 1. Wind Loads: As indicated on Drawings.
 - 2. Other Design Loads: **As indicated on Drawings.**
- B. Air Infiltration: Air leakage of not more than **0.06 cfm/sq. ft. (0.3 L/s per sq. m)** when tested according to ASTM E1680 **or ASTM E283** at the following test-pressure difference:
 - 1. Test-Pressure Difference: **1.57 lbf/sq. ft. (75 Pa).**
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E1646 **or ASTM E331** at the following test-pressure difference:
 - 1. Test-Pressure Difference: **2.86 lbf/sq. ft. (137 Pa).**
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): **120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surface.**

2.2 STANDING-SEAM METAL ROOF PANELS

- A. Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.
1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E1514.
- B. Vertical-Rib, Seamed-Joint, Standing-Seam Metal Roof Panels <**Type 1**>: Formed with vertical ribs at panel edges and **a flat pan** between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and mechanically seaming panels together.
1. Basis of Design: DMC 150SS Profile by Drexel Metals, a Carlisle Company.
 2. Manufacturers: Subject to compliance with requirements, the following available manufacturers may be considered:
 - a. ATAS International, Inc.
 - b. Berridge Manufacturing Company.
 - c. Dimensional Metals, Inc.
 3. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, **G90 (Z275)** coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, **Class AZ50 (Class AZM150)** coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
 - a. Nominal Thickness: **0.0239 inch (24 gauge)**
 - b. Exterior Finish: **Three-coat fluoropolymer.**
 - c. Color: **As selected by Architect from manufacturer's full range.**
 4. Clips: **One-piece fixed** or **Two-piece floating** to accommodate thermal movement.
 - a. Material: manufacturer's standard.
 5. Joint Type: **Single folded.**
 6. Panel Coverage: **16 inches (406 mm).**
 7. Panel Height: **1.5 inches (38 mm).**
- C. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and **a flat pan** between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.
1. Basis-of-Design: DMC 450SL Profile by Drexel Metals, a Carlisle Company.
 2. Manufacturers: Subject to compliance with requirements, the following available manufacturers may be considered:

- a. [ATAS International, Inc.](#)
 - b. [Berridge Manufacturing Company.](#)
 - c. [Dimensional Metals, Inc.](#)
3. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, **G90 (Z275)** coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, **Class AZ50 (Class AZM150)** coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
 - a. Nominal Thickness: **0.0239 inch (24 gauge)**
 - b. Exterior Finish: **Three-coat fluoropolymer.**
 - c. Color: **As selected by Architect from manufacturer's full range.**
 4. Clips: **One-piece fixed** or **Two-piece floating** to accommodate thermal movement.
 - a. Material: manufacturer's standard.
 5. Panel Coverage: **16 inches (406 mm).**
 6. Panel Height: **1.5 inches (38 mm).**

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of **30 mils (0.76 mm)** thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
 1. Thermal Stability: Stable after testing at **240 deg F (116 deg C)**; ASTM D1970.
 2. Low-Temperature Flexibility: Passes after testing at minus **20 deg F (29 deg C)**; ASTM D1970.
 3. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [ATAS International, Inc.](#)
 - b. [Carlisle WIP Products; a brand of Carlisle Construction Materials.](#)
 - 1) Basis-of-Design product: Drexel Metals Metshield Synthetic Underlayment.
 - c. [GCP Applied Technologies Inc.](#)
 - d. [Owens Corning.](#)
- B. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

2.4 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C645; cold-formed, metallic-coated steel sheet, ASTM A653/A653M, **G90 (Z275 hot-dip galvanized)** coating designation or

ASTM A792/A792M, **Class AZ50** (Class AZM150) coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
 - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 - 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum **1-inch- (25-mm-)** thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Gutters and Downspouts: Formed from same material as roof panels according to SMACNA's "Architectural Sheet Metal Manual." Finish to match **metal roof panels**.
- E. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- F. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; **1/2 inch (13 mm)** wide and **1/8 inch (3 mm)** thick.
 - 2. Joint Sealant: ASTM C920; as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

2.5 FABRICATION

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

2.6 FINISHES

- A. Panels and Accessories:
 - 1. Three-Coat Fluoropolymer: **AAMA 621** or **AAMA 2605**. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat.
 - 2. Concealed Finish: White or light-colored acrylic or polyester backer finish.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C754 and metal panel manufacturer's written recommendations.

3.2 INSTALLATION OF UNDERLAYMENT

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated **below**, wrinkle free, in shingle fashion to shed water, and with end laps of not less than **6 inches (152 mm)** staggered **24 inches (610 mm)** between courses. Overlap side edges not less than **3-1/2 inches (90 mm)**. Roll laps with roller. Cover underlayment within 14 days.
 - 1. Apply over the entire roof surface.
- B. Slip Sheet: Apply slip sheet over underlayment before installing metal roof panels.
- C. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

3.3 INSTALLATION OF STANDING SEAM METAL ROOF PANELS

- A. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.
 - 1. Install clips to supports with self-tapping fasteners.

2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 4. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
 5. Watertight Installation:
 - a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
 - b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
 - c. At panel splices, nest panels with minimum **6-inch (152-mm)** end lap, sealed with sealant and fastened together by interlocking clamping plates.
- B. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- C. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 074113.16

SECTION 075423 - THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. **Adhered.**
2. Thermoplastic polyolefin (TPO) roofing system.
3. Accessory roofing materials.

- B. Scope of this section includes vertical adhered TPO roofing application on the west façade parapet to facilitate tie in to new metal roof.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
2. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.

B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
2. Base flashings and membrane termination details.
3. Flashing details at penetrations.
4. Roof plan showing orientation of steel roof deck and orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.

C. Samples: For the following products:

1. Roof membrane and flashings, of color required.
2. Walkway pads or rolls, of color required.

- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.4 INFORMATIONAL SUBMITTALS

- A. Manufacturer Certificates:
 - 1. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- B. Product Test Reports: For roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- C. Research reports.
- D. Field Test Reports:
 - 1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- E. Field quality-control reports.
- F. Executed warranty as a requirement of project close out.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturers: A qualified manufacturer that is **listed in SPRI's Directory of Roof Assemblies** for roofing system identical to that used for this Project.
 - 2. Installers: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.7 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: **20** years from date of Substantial Completion.
 - 2. Limit of Liability: No dollar limit
 - 3. Scope of Coverage: Repair leaks in the roofing system caused by –

4. Ordinary wear and tear of the elements.
5. Manufacturing defect in membrane materials.
6. Defective workmanship used to install these materials.
7. Damage due to winds up to 80 mph.
8. Not covered
9. Damage due to winds in excess of 80 mph.
10. Damage due to hurricanes or tornadoes.
11. Hail.
12. Intentional damage.
13. Unintentional damage due to normal rooftop inspections, maintenance, or service.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accelerated Weathering: Roof membrane to withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
- B. Impact Resistance: Roof membrane to resist impact damage when tested according to ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897:
 1. Zone 1 (Roof Area Field): See structural drawings.
 2. Zone 2 (Roof Area Perimeter): See structural drawings.
 - a. Location: From roof edge to 4'-0" inside roof edge.
 3. Zone 3 (Roof Area Corners): See structural drawings.
 - a. Location: 8'-0" in each direction from building corner.
- D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
- E. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.
 1. Wind Uplift Load Capacity: **105 psf**.
- F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, **Class B**; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.2 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

- A. TPO Sheet: ASTM D6878/D6878M, internally fabric- or scrim-reinforced, TPO sheet.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carlisle Syntec Systems.
 - b. Elevate; Holcim Building Envelope.
 - c. Johns Manville; a Berkshire Hathaway company.
 - d. Mule-Hide Products Co., Inc.
 - 2. Thickness: **60 mils (1.5 mm)**, nominal.
 - 3. Exposed Face Color: **Tan**.

2.3 ACCESSORY ROOFING MATERIALS

- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard unreinforced TPO sheet flashing, **55 mils (1.4 mm)** thick, minimum, of same color as TPO sheet.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately **1 by 1/8 inch (25 by 3 mm)** thick; with anchors.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- F. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

3.2 PREPARATION

- A. Perform fastener-pullout tests according to roof system manufacturer's written instructions.

1. Submit test result within 24 hours after performing tests.
 - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, **SPRI's Directory of Roof Assemblies** listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning Work on adjoining roofing.
- C. Coordinate installation and transition of roofing system component serving as an air barrier with air barrier specified under **Section 072500 "Weather Barriers."**

3.4 INSTALLATION OF ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel **and Owner's testing and inspection agency.**
- D. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings, to ensure a watertight seam installation.
 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
 3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.

- I. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.5 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.6 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

3.7 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075423

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Formed wall sheet metal fabrications.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.

1.3 ACTION SUBMITTALS

- A. Product Data: For each of the following
1. Underlayment materials.
 2. Elastomeric sealant.
 3. Butyl sealant.
 4. Epoxy seam sealer.
- B. Shop Drawings: For sheet metal flashing and trim.
1. Include plans, elevations, sections, and attachment details.
 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
 4. Include details for forming, including profiles, shapes, seams, and dimensions.
 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 6. Include details of termination points and assemblies.
 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
 8. Include details of roof-penetration flashing.
 9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
 10. Include details of special conditions.
 11. Include details of connections to adjoining work.
- C. Samples: For each exposed product and for each color and texture specified, **12 inches (300 mm)** long by actual width.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Special warranty.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: **20** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with **SMACNA's "Architectural Sheet Metal Manual"** requirements for dimensions and profiles shown unless more stringent requirements are indicated.

- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change: **120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.**

2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Provide **zinc-coated (galvanized) steel sheet in accordance with ASTM A653/A653M, G90 (Z275) coating designation**; prepainted by coil-coating process to comply with ASTM A755/A755M.
1. Surface: **Smooth, flat.**
 - a. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 2. Color: **As selected by Architect from manufacturer's full range.**
 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of **0.5 mil (0.013 mm).**

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet Underlayment: Minimum **30 mils (0.76 mm)** thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer in accordance with underlayment manufacturer's written instructions.
1. **Manufacturers:** Subject to compliance with requirements, **[provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:**
 - a. [ATAS International, Inc.](#)
 - b. [Carlisle WIP Products; a brand of Carlisle Construction Materials.](#)
 - c. [GCP Applied Technologies Inc.](#)
 - d. [Henry Company; a Carlisle company.](#)
 - e. [Owens Corning.](#)
 2. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus **20 deg F (29 deg C)** or lower.

- B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum.

2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal **or manufactured item** unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal **or manufactured item**.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - 2. Fasteners for **Zinc-Coated (Galvanized)** Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric **polyurethane** polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- G. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.

2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.

3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
1. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
1. Form expansion joints of intermeshing hooked flanges, not less than **1 inch (25 mm)** deep, filled with butyl sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- G. Seams:
1. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. **Rivet joints only where absolutely necessary for strength.**

2.6 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings in Frame Construction: Fabricate head, sill, **jamb**, and similar flashings to extend **4 inches (100 mm)** beyond or up wall openings. Form with continuous hemmed edges as indicated on drawings. Form head and sill flashing with **2-inch- (50-mm-)** high, end dams. Fabricate from the following materials:
1. Galvanized Steel: **0.028 inch (0.71 mm)** thick.
- B. Wall / Roof Transition-Joint Cover: Fabricate from the following materials:
1. Galvanized Steel: **0.028 inch (0.71 mm)** thick.
- C. Wall Base Flashings: to be formed with hemmed edge and 4" vertical leg to be integrated into building weather barrier.
1. Galvanized Steel: **0.028 inch (0.71 mm)** thick.

PART 3 - EXECUTION

3.1 INSTALLATION OF UNDERLAYMENT

A. Self-Adhering, High-Temperature Sheet Underlayment:

1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.
2. Prime substrate if recommended by underlayment manufacturer.
3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
4. Apply in shingle fashion to shed water, with end laps of not less than **6 inches (150 mm)** staggered **24 inches (600 mm)** between courses.
5. Overlap side edges not less than **3-1/2 inches (90 mm)**. Roll laps and edges with roller.
6. Roll laps and edges with roller.
7. Cover underlayment within 14 days.

3.2 INSTALLATION, GENERAL

A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.

1. Install fasteners, **solder**, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of **sealant**.
3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
5. Install continuous cleats with fasteners spaced not more than **12 inches (300 mm)** o.c.
6. Space individual cleats not more than **12 inches (300 mm)** apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
8. Do not field cut sheet metal flashing and trim by torch.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.

1. Space movement joints at maximum of **10 feet (3 m)** with no joints within **24 inches (600 mm)** of corner or intersection.
 2. Form expansion joints of intermeshing hooked flanges, not less than **1 inch (25 mm)** deep, filled with sealant concealed within joints.
 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate **wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.**
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than **1 inch (25 mm)** into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between **40 and 70 deg F (4 and 21 deg C)**, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below **40 deg F (4 deg C)**.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in **zinc** where necessary for strength.

3.3 INSTALLATION OF WALL FLASHINGS

- A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, **jamb**, and similar flashings to extend **4 inches (100 mm)** beyond or up wall openings as indicated in drawings.

3.4 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of **1/4 inch in 20 feet (6 mm in 6 m)** on slope and location lines indicated on Drawings and within **1/8-inch (3-mm)** offset of adjoining faces and of alignment of matching profiles.

3.5 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

- B. Clean off excess sealants.

3.6 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Roof-edge specialties.
 - 2. Roof-edge drainage systems.
 - 3. Reglets and counterflashings.
- B. Preinstallation Conference: Conduct conference at **Project site**.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roof specialties.
 - 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
- C. Samples: For each type of roof specialty and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For tests performed by a qualified testing agency.
- B. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.5 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: **20** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. SPRI Wind Design Standard: Manufacture and install **roof-edge specialties** tested according to SPRI ES-1 and capable of resisting the following design pressures:
 1. Design Pressure: **As indicated on Drawings.**
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 1. Temperature Change (Range): **120 deg F (67 deg C), ambient; 180 deg F (100 deg C)**, material surfaces.

2.2 ROOF-EDGE SPECIALTIES

- A. One-Piece Gravel Stops: Manufactured, one-piece, metal gravel stop in section lengths not exceeding **12 feet (3.6 m)**, with a horizontal flange and vertical leg **terminating in a drip edge**, and concealed splice plates of same material, finish, and shape as gravel stop. Provide matching corner units.
 1. Gravel-stops of size and configuration by metal roof panel manufacturer and as indicated in the drawings.
 2. Metallic-Coated Steel Sheet Gravel Stops: Zinc-coated (galvanized) steel, minimum **0.028-inch (0.71-mm) thickness.**
 - a. Surface: **Smooth, flat** finish.
 - b. Finish: **Three-coat fluoropolymer.**
 - c. Color: **Match roof panels.**
 3. Corners: Factory mitered and **mechanically clinched and sealed watertight.**

2.3 ROOF-EDGE DRAINAGE SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. ATAS International, Inc.
 2. Drexel Metals Corp.
 3. Metal-Era, Inc.

- B. Gutters: Manufactured in uniform section lengths not exceeding **12 feet (3.6 m)**, with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least **1 inch (25 mm)** above front edge. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.
 - 1. Zinc-Coated Steel: Minimum **0.034-inch (0.86-mm)** thickness.
 - 2. Gutter Profile: **Style C** according to SMACNA's "Architectural Sheet Metal Manual."
 - 3. Corners: Factory mitered and **mechanically clinched and sealed watertight**.
 - 4. Gutter Supports: **Gutter brackets** with finish matching the gutters.
- C. Downspouts: **Plain rectangular** complete with **machine-crimped** elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
 - 1. Zinc-Coated Steel: Minimum **0.028-inch (0.71-mm)** thickness.
- D. Zinc-Coated Steel Finish: **Three-coat fluoropolymer**.
 - 1. Color: Gutters and downspouts to match wall panels.

2.4 REGLETS AND COUNTERFLASHINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. [Berridge Manufacturing Company](#).
 - 2. [Drexel Metals Corp.](#)
 - 3. [Fry Reglet Corporation](#).
 - 4. Metal-Era, Inc.
- B. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces, from the following exposed metal:
 - 1. Zinc-Coated Steel: Minimum **0.022-inch (0.56-mm)** thickness.
 - 2. Corners: Factory mitered and **mechanically clinched and sealed watertight**.
 - 3. Surface-Mounted Type: Provide reglets with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
- C. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by **4 inches (100 mm)** and in lengths not exceeding **12 feet (3.6 m)** designed to snap into **reglets** and compress against base flashings with joints lapped, from the following exposed metal:
 - 1. Zinc-Coated Steel: Nominal **0.022-inch (0.56-mm)** thickness.
- D. Accessories:
 - 1. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where reglet is provided separate from metal counterflashing.

2. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.

E. Zinc-Coated Steel Finish: **Three-coat fluoropolymer.**

1. Color: Match metal roof panels.

2.5 MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A653/A653M, **G90 (Z275)** coating designation.

2.6 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum **30 to 40 mils (0.76 to 1.0 mm)** thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. ATAS International, Inc.
- b. Carlisle WIP Products; a brand of Carlisle Construction Materials.
 - 1) Drexel Metals, MetShield.
- c. GCP Applied Technologies Inc.

2. Thermal Stability: ASTM D1970/D1970M; stable after testing at **240 deg F (116 deg C)**.
3. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus **20 deg F (29 deg C)**.

- B. Slip Sheet: Rosin-sized building paper, **3-lb/100 sq. ft. (0.16-kg/sq. m)** minimum.

2.7 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:

1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
2. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A153/A153M or ASTM F2329.

- B. Elastomeric Sealant: ASTM C920, elastomeric **polyurethane** polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

- C. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.

- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- E. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.

2.8 FINISHES

A. Coil-Coated Galvanized-Steel Sheet Finishes:

- 1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with ASTM A755/A755M and coating and resin manufacturers' written instructions.
 - a. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat.

PART 3 - EXECUTION

3.1 INSTALLATION OF UNDERLAYMENT

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply wrinkle free, in shingle fashion to shed water, and with end laps of not less than **6 inches (152 mm)** staggered **24 inches (610 mm)** between courses. Overlap side edges not less than **3-1/2 inches (90 mm)**. Roll laps with roller. Cover underlayment within 14 days.
 - 1. Apply continuously under roofing, **roof-edge specialties and reglets and counterflashings**.
 - 2. Coordinate application of self-adhering sheet underlayment under roof specialties with requirements for continuity with adjacent air barrier materials.
- B. Slip Sheet: Install with tape or adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than **2 inches (50 mm)**.

3.2 INSTALLATION, GENERAL

- A. Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 - 4. Torch cutting of roof specialties is not permitted.
 - 5. Do not use graphite pencils to mark metal surfaces.

- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of **stainless steel** roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
 - 1. Space movement joints at a maximum of **12 feet (3.6 m)** with no joints within **18 inches (450 mm)** of corners or intersections unless otherwise indicated on Drawings.
 - 2. When ambient temperature at time of installation is between **40 and 70 deg F (4 and 21 deg C)**, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate **wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.**
- E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below **40 deg F (4 deg C)**.

3.3 INSTALLATION OF ROOF-EDGE SPECIALITIES

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

3.4 INSTALLATION OF ROOF-EDGE DRAINAGE-SYSTEM

- A. Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than **24 inches (610 mm)** apart. Attach ends with rivets and **seal with sealant** to make watertight. Slope to downspouts.
 - 1. Install gutter with expansion joints at locations indicated but not exceeding **50 feet (15.2 m)** apart. Install expansion-joint caps.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and **1 inch (25 mm)** away from walls; locate fasteners at top and bottom and at approximately **60 inches (1500 mm)** o.c.

1. Provide elbows at base of downspouts at grade to direct water away from building.
2. Connect downspouts to underground drainage system indicated.

3.5 INSTALLATION OF REGLETS AND COUNTERFLASHINGS

- A. Surface-Mounted Reglets: Install reglets to receive flashings where flashing without embedded reglets is indicated on Drawings. Install at height so that inserted counterflashings overlap **4 inches (100 mm)** over top edge of base flashings.
- B. Counterflashings: Insert counterflashings into reglets or other indicated receivers; ensure that counterflashings overlap **4 inches (100 mm)** over top edge of base flashings. Lap counterflashing joints a minimum of **4 inches (100 mm)** and bed with butyl sealant. Fit counterflashings tightly to base flashings.

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed.

END OF SECTION 077100

SECTION 077253 - SNOW GUARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Rail-type, seam-mounted snow guards.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.
 - 1. Include details of rail-type snow guards.
- C. Samples:
 - 1. Rail-Type Snow Guards: Bracket, 12-inch- (300-mm-) long rail, and installation hardware.
 - a. For units with factory-applied finishes to match roof panels.
- D. Delegated-Design Submittal: For snow guards, include analysis reports signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Include calculation of number and location of snow guards.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer's experience with providing delegated design engineering services of the kind indicated, including documentation that the engineer is licensed in the **state** in which the Project is located.
- B. Product Test Reports: For each type of snow guard, for tests performed by a qualified testing agency, indicating load at failure of attachment to roof system identical to roof system used on this Project.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design snow guards, including attachment to roofing material and roof deck, applicable for attachment method, based on the following:
1. Roof snow load.
 2. Snow drifting
 3. Roof slope.
 4. Roof type.
 5. Roof dimensions.
 6. Roofing substrate type and thickness.
 7. Snow guard type.
 8. Snow guard fastening method and strength.
 9. Snow guard spacing.
 10. Coefficient of Friction Between Snow and Roof Surface: 0.
 11. Factor of Safety: **2**.
- B. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
1. Temperature Change: **120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.**
- C. Structural Performance: Snow guards shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated.
1. Snow Loads: **As indicated on Drawings.**

2.2 RAIL-TYPE SNOW GUARDS

- A. Rail-Type, Seam-Mounted Snow Guards:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Alpine SnowGuards.
 - b. IceBlox Inc.
 - c. S-5! Metal Roof Innovations, Ltd.
 2. Description: Snow guard rails fabricated from metal pipes, bars, or extrusions, anchored to brackets and equipped with **one rail with integral track to accept color-matching inserts of material and finish used for metal roof.**
 3. Brackets and Baseplates: **ASTM B209 (ASTM B209M) aluminum; mill finish.**
 4. Bars: **ASTM B221 (ASTM B221M) aluminum; mill finish.**

- a. Profile: T-shaped **with integral track to accept color-matching inserts of material and finish used for metal roof**].
5. Seam clamps: **ASTM B221 (ASTM B221M)** aluminum extrusion or ASTM B85/B85M aluminum casting with stainless steel set screws incorporating round nonpenetrating point; designed for use with applicable roofing system to which clamp is attached.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install snow guards according to manufacturer's written instructions.
 1. Space rows as recommended by manufacturer.
- B. Attachment for Standing-Seam Metal Roofing:
 1. Do not use fasteners that will penetrate metal roofing or fastening methods that void metal roofing finish warranty.
 2. Rail-Type, Seam-Mounted Snow Guards:
 - a. Install brackets to vertical ribs in straight rows.
 - b. Secure with stainless steel set screws, incorporating round nonpenetrating point, on same side of standing seam.
 - c. Torque set screw according to manufacturer's instructions.
 - d. Install cross members to brackets.

END OF SECTION 077253

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Urethane joint sealants.
 - 2. Latex joint sealants.
 - 3. Butyl-rubber sealants.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **[Project site]** <Insert location>.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Preconstruction laboratory test reports.
- C. Field-adhesion-test reports.
- D. Sample warranties.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C1021 to conduct the testing indicated.

1.6 WARRANTY

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

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Colors of Exposed Joint Sealants: **As selected by Architect from manufacturer's full range.**

2.2 URETHANE JOINT SEALANTS

- A. Urethane, Immersible, S, NS, 50, T, NT, I: Immersible, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T, NT, and I.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Tremco Incorporated.
 - 1) Dymonic 100.
- B. Urethane, Immersible, S, P, 25, T, NT, I: Immersible, single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T, NT, and I.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Tremco Incorporated.
 - b. W. R. Meadows, Inc.

2.3 BUTYL JOINT SEALANT

- A. Butyl Rubber: Type 1, ASTM C1311.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Tremco
 - 1) Tremco Butyl Sealant

- b. Pecora Corporation
 - 1) BC-158

2.4 JOINT-SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C1330, **Type C (closed-cell material with a surface skin)**, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - 1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - a. Adfast.
 - b. [Alcot Plastics Ltd.](#)
 - c. [Construction Foam Products; a division of Nomaco, Inc.](#)
 - d. [Master Builders Solutions, brand of MBCC Group, a Sika company.](#)
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with ASTM C1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 1. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

3.3 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform [10] tests for the first **1000 feet (300 m)** of joint length for each kind of sealant and joint substrate.
 - b. Perform one test for each **1000 feet (300 m)** of joint length thereafter or one test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.4 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces subject to water immersion <JS-1>.
1. Joint Locations:
 - a. Joints at wall base and concrete sidewalk intersections.
 - b. Other joints as indicated on Drawings.
 2. Joint Sealant: **Urethane, immersible, S, P, 25, T, NT, I.**
 3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors.**
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces <JS-2>.
1. Joint Locations:
 - a. Joints between exterior wood finish carpentry and windows and doors.
 - b. Joints between concrete and wood sheathing.
 - c. Joints between concrete and metal flashing.
 - d. Other joints as indicated on Drawings.
 2. Joint Sealant: **Urethane, nonstaining, S, NS, 50, NT, I.**
 3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors.**
- C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement <JS-3>.
1. Joint Locations:
 - a. Control joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints between interior wall surfaces and frames of **doors** and **windows**.
 - c. Other joints as indicated on Drawings.
 2. Joint Sealant: **Acrylic latex.**
 3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors.**
- D. Joint-Sealant Application: Concealed mastics <JS-4>.
1. Joint Locations:
 - a. Aluminum thresholds.
 - b. Sill plates.
 - c. Other joints as indicated on Drawings.
 2. Joint Sealant: **Butyl-rubber based.**
 3. Joint-Sealant Color: **As indicated by manufacturer's designations.**

- E. Joint-Sealant Application: Exterior wood siding, reference section 062013 “Exterior Finish Carpentry”.

END OF SECTION 079200

SECTION 085200.01 - WOOD WINDOWS & DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes **aluminum-clad** wood windows and doors.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples: For each exposed product and for each color specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Sample warranties.

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace wood windows that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period:
 - a. Window: 20 years from date of Substantial Completion.
 - b. Door: 20 years from date of Substantial Completion.
 - c. Glazing Units: **20** years from date of Substantial Completion.
 - d. Aluminum-Cladding Finish: **20** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WINDOW & DOOR PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: WDMA certified with label attached to each window.
- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 - 1. Minimum Performance Class: **LC**.
 - 2. Minimum Performance Grade: **25**.
- C. Windows:
 - 1. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of **0.45 Btu/sq. ft. x h x deg F**.
 - 2. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of **0.38**.
- D. Doors:
 - 1. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of **0.77 Btu/sq. ft. x h x deg F**.

2.2 WOOD WINDOWS

- A. Aluminum-Clad Wood Windows:
 - 1. Manufacturers: Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following**:
 - a. Andersen Windows, Inc.; Andersen Corporation.
 - b. JELD-WEN, Inc.
 - c. Marvin.
 - d. Pella Corporation.
 - 1) Basis-of-Design: Pella Reserve Traditional Casement Window.
 - e. Sierra Pacific Windows; Sierra Pacific Industries.
- B. Operating Types: Casement.
- C. Frames and Sashes: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/I.S.2/A440; kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than **1/32 inch (0.8 mm)** deep by **2 inches (51 mm)** wide; water-repellent preservative treated.
 - 1. Exterior Finish: **Aluminum-clad** wood.

- a. Aluminum Finish: **Manufacturer's standard baked-on enamel finish.**
 - 1) Color: As selected by Architect from manufacturer's full range.
 - 2. Interior Finish: **Manufacturer's standard stain-and-varnish finish.**
 - a. Exposed Unfinished Wood Surfaces: **Pine.**
 - b. Color: **As selected by Architect from manufacturer's full range.**
- D. Insulating-Glass Units: ASTM E2190.
 - 1. Glass: ASTM C1036, Type 1, Class 1, q3.
 - a. Tint: **Clear.**
 - b. Kind: Fully tempered.
 - 2. Lites: **Two.**
 - 3. Filling: Fill space between glass lites with **air or argon to achieve required thermal rating.**
 - 4. Low-E Coating: **Sputtered on second or third surface.**
 - 5. Basis-of-Design: Pella Advanced Low-E IG, Argon Filled insulated unit.
 - a. U-Factor: 0.29
 - b. SHGC: 0.27
 - c. VLT: 0.51
- E. Glazing System: **Manufacturer's standard factory-glazing system that produces weathertight seal.**
- F. Hardware, General: Provide manufacturer's standard corrosion-resistant hardware sized to accommodate sash weight and dimensions.
 - 1. Exposed Hardware Color and Finish: **As selected by Architect from manufacturer's full range.**
- G. Projected Window Hardware:
 - 1. Gear-Type Rotary Operators: Complying with AAMA 901 when tested according to ASTM E405, Method A. Provide operators that function without requiring the removal of interior screens or using screen wickets.
 - a. Type and Style: **As selected by Architect from manufacturer's full range of types and styles.**
 - 2. Hinges: Manufacturer's standard type for sash weight and size indicated.
 - 3. Single-Handle Locking System: Operates positive-acting arms that pull sash into locked position. Provide one arm on sashes up to **29 inches (735 mm)** tall and two arms on taller sashes.
- H. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

- I. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

- 1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.3 WOOD DOORS

- A. Aluminum-Clad Wood Doors:

- 1. **Manufacturers:** Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:**

- a. [Andersen Windows, Inc.; Andersen Corporation.](#)
 - b. [JELD-WEN, Inc.](#)
 - c. [Marvin.](#)
 - 1) Basis-of-Design product: Marvin Ultimate Wood Commercial Door.
 - 2) U-Factor: 0.77 maximum.
 - d. [Pella Corporation.](#)
 - e. [Sierra Pacific Windows; Sierra Pacific Industries.](#)

- B. Frames and panels: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/I.S.2/A440; kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than **1/32 inch (0.8 mm)** deep by **2 inches (51 mm)** wide; water-repellent preservative treated.

- 1. Exterior Finish: **Aluminum-clad** wood.
 - a. Aluminum Finish: **Manufacturer's standard baked-on enamel finish.**
 - 1) Color: As selected by Architect from manufacturer's full range.
 - 2. Interior Finish: **Manufacturer's standard stain-and-varnish finish.**
 - a. Exposed Unfinished Wood Surfaces: **Pine.**
 - b. Color: **As selected by Architect from manufacturer's full range.**

- C. Door panel composition:

- 1. 2-1/4" Doors with stiles and rails to contain laminated veneer lumber (LVL) core with non-finger-jointed veneer as selected by Architect from manufacturer's full range. Solid face laminated bottom and intermediate rails.
 - a. Kiln dried to moisture content no greater than twelve (12) percent at the time of fabrication.
 - b. Water repellent, preservative-treated in accordance with WDMA I.S.4.
 - 2. Top rail and stile width: 6" (152mm).
 - 3. Bottom rail height: 11-3/8" (289mm).
 - 4. Panel corners glued and fastened with 5/8" X 4" (16mm x 102mm) fluted hardwood dowels. Removable interior vinyl glazing stops with non-finger-jointed wood covers; 2-1/4" panel: Non-finger-jointed wood visible nailed on glazing stop.

5. Raised Panel to be core of medium density fiberboard (MDF) with non-finger-jointed laminate to the interior and exterior.
 - a. Low placement as indicated on drawings.
 - D. Frame dimensions: 4-9/16" (116mm) width x 1-1/16" (27mm).
 1. Jamb Extensions: Factory installed, for wall thickness required for exterior walls installations. Contractor to verify in field.
 - a. Finish: Match interior frame wood species and finish.
 - E. Insulating-Glass Units: ASTM E2190.
 1. Glass: ASTM C1036, Type 1, Class 1, q3.
 - a. Tint: **Clear**.
 - b. Kind: Fully tempered.
 2. Filling: Fill space between glass lites with **air or argon to achieve required thermal rating**.
 3. Low-E Coating: **Sputtered on second or third surface**.
 4. Thickness: 15/16".
 - F. Glazing System: **Manufacturer's standard factory-glazing system that produces weathertight seal**.
 - G. Hardware, General: See Section 08 7100 "Door Hardware".
 1. Hinges: manufacturer's standard 4-1/2" x 4-1/2" square corner ball bearing hinges in finish to match remainder of hardware per Section 08 7100.
 2. Provide hardware routes and prep for the following hardware:
 - a. Von Duprin 88 Series Cross Bar exit device.
 - b. Schlage L Mortise Lock and trim sets.
 3. Provide closers, removable mullions and kick plate options per manufacturer's standard for Architect's selection.
 - H. Sill: Factory standard thermal barrier saddle low profile.
 1. Size: 1/2" maximum height X 1-1/8" wide, ADA Compliant.
 - I. Weather Strip: provide head and hinge jamb bulb type weather strip in color to be selected by Architect from manufacturer's standard colors.
 - J. Rain Drip: provide Zero 142A Aluminum Extruded Rain Drop Guard by Allegion over doors where indicated by drawings.
- 2.4 INSECT SCREENS
- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
 1. Type and Location: **Full, inside for project-out** sashes.
 - B. Aluminum Frames: Complying with SMA 1004 or SMA 1201.

1. Finish for Interior Screens: Baked-on organic coating in **color selected by Architect from manufacturer's full range.**
- C. Glass-Fiber Mesh Fabric: **20-by-30 (0.85-by-0.42-mm)** mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D3656/D3656M.
 1. Mesh Color: **Manufacturer's standard.**

2.5 FABRICATION

- A. Fabricate wood windows and doors in sizes indicated. Include a complete system for installing and anchoring units.
- B. Glaze wood windows and doors in the factory.
- C. Weather strip each operable sash and door to provide weathertight installation.
- D. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.
- E. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, doors, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.
- B. Install windows and doors level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- D. Clean exposed surfaces immediately after installing windows and doors. Remove excess sealants, glazing materials, dirt, and other substances.
- E. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 085200

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Interior gypsum board.
 2. Texture finishes.

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
1. Gypsum wallboard.
 2. Textured finishes.
- B. Samples: For each texture finish indicated on same backing indicated for Work.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C1396/C1396M.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [American Gypsum](#).
 - b. CertainTeed; SAINT-GOBAIN.
 - c. [Georgia-Pacific Gypsum LLC](#).
 - d. [USG Corporation](#).
 2. Thickness: **5/8 inch (15.9 mm)** unless where adjoining existing conditions where a different thickness may be required.
 3. Long Edges: **Tapered**.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 - 1. Material: **Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.**
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use **setting-type taping** compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use **drying-type, all-purpose** compound.
 - 4. Finish Coat: For third coat, use **drying-type, all-purpose** compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use **drying-type, all-purpose compound.**

2.5 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
- D. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."
- E. Vapor Retarder: As specified in Section 072600 "Vapor Retarders."

2.6 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Aggregate Finish: Water-based, job-mixed, aggregated, drying-type texture finish for spray application.
 - 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [CertainTeed; SAINT-GOBAIN.](#)
 - b. [Georgia-Pacific Gypsum LLC.](#)
 - c. [USG Corporation.](#)
 - 2. Texture: Match existing.

PART 3 - EXECUTION

3.1 INSTALLATION AND FINISHING OF PANELS

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM C840.
- C. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- D. Prefill open joints and damaged surface areas.
- E. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- F. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
 - 1. Level 4: **At panel surfaces that will be exposed to view unless otherwise indicated.**
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.2 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture **matching approved mockup and** free of starved spots or other evidence of thin application or of application patterns.

3.3 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 092900

SECTION 09 5113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockup of typical ceiling area as shown on Drawings.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Panels: Full-size panels equal to 2.0 percent of quantity installed.
 - 2. Suspension System Components: Quantity of each exposed component equal to 2.0 percent of quantity installed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 50 or less.
- B. Ceiling products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 ACOUSTICAL PANEL CEILINGS, GENERAL

- A. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- B. Acoustical Panel Standard: Comply with ASTM E 1264.
- C. Metal Suspension System Standard: Comply with ASTM C 635.
- D. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

2.3 ACOUSTICAL PANELS – APC1

- A. Basis-of-Design product, Armstrong Cirrus Item No. 584WH or architect approved equivalent.
- B. Classification: Type III, Form 1, Pattern E I.
- C. Color: White (WH).
- D. LR: 0.85.
- E. NRC: 0.70.
- F. CAC: 35.
- G. Edge/Joint Detail: Angled Tegular.
- H. Thickness: 3/4 inch.
- I. Modular Size: 24 by 24 inches.
- J. Grid: 15/16 inch, White.

2.4 ACOUSTICAL PANELS – APC2

- A. Option 1 and 2 are listed. Owner to select final product based on interior rendering image options 1 and 2.
- B. Option 1 – colored ceiling tile:
 - 1. Basis-of-Design product, Armstrong Cirrus Item No. 584LG or architect approved equivalent.
 - 2. Classification: Type III, Form 1, Pattern E I.
 - 3. Color: Light Gray.
 - 4. LR: n/a
 - 5. NRC: 0.70.
 - 6. CAC: 35.
 - 7. Edge/Joint Detail: Angled Tegular.
 - 8. Thickness: 3/4 inch.
 - 9. Modular Size: 24 by 24 inches.
 - 10. Grid: 15/16 inch. Grid color Grey Stone.
- C. Option 2 – Classic Step Scored:
 - 1. Basis-of-Design product, Armstrong Cirrus Classic Step Scored Item No. 585 (WH) or architect approved equivalent.
 - 2. Classification: Type III, Form 1, Pattern E I K.
 - 3. Color: White.
 - 4. LR: 0.85.
 - 5. NRC: 0.65.
 - 6. CAC: 35.
 - 7. Edge/Joint Detail: Stepped Tegular 9/16”.
 - 8. Thickness: 3/4 inch.
 - 9. Modular Size: 24 by 24 inches.
 - 10. Grid: 9/16 inch, white.

2.5 METAL SUSPENSION SYSTEM

- A. Basis-of-Design Product Armstrong 15/16” Prelude suspension system or architect approved equivalent. Provide 9/16 inch Prelude if owner selects APC2, option 2 at APC 2 locations only.
- B. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip

galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 15/16-inch wide metal caps on flanges.

1. Structural Classification: Heavy-duty system.
2. End Condition of Cross Runners: Override (stepped) type.
3. Face Design: Flat, flush.
4. Cap Material: Steel cold-rolled sheet.
5. Cap Finish: Painted white.

C. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

1. Shadow Molding:
 - a. Item No. 7878 – use coordinating inside and outside corner trim pieces.

2.6 ATTIC ACCESS DOORS

A. Basis-of-Design: E-Z Hatch R-50 Attic Access Door by Tamarack Air Sealing.

1. Size: 22x30 inches.
2. Triple gasket sealing lockable access hatch panel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

1. Arrange directionally patterned acoustical panels as indicated on reflected ceiling plans.

END OF SECTION 09 5113

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Wood.
- B. Related Requirements:
 - 1. Section 099123 "Interior Painting" for surface preparation and the application of paint systems on interior substrates.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 1 gallon of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:
 - 1. Product name and type (description).
 - 2. Batch date.
 - 3. Color number.
 - 4. VOC content.
 - 5. Environmental handling requirements.
 - 6. Surface preparation requirements.
 - 7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); products indicated or comparable product from one of the following:
 - 1. Benjamin Moore.
 - 2. PPG.
 - 3. Tnemec.
- B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:
 - 1. Products are approved by manufacturer in writing for application specified.
 - 2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
- C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
 - 1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

- B. VOC Content: For field applications, provide paints and coatings that complies with VOC content limits of authorities having jurisdiction.
- C. Colors: As indicated in a color schedule.
 - 1. 10 percent of surface area will be painted with deep tones.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
 - 1. Report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
 - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Fiber-Cement Board: 12 percent.
 - b. Wood: 15 percent.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Wood Substrates:
 - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 - 4. Paint entire exposed surface of window frames and sashes.
 - 5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat; tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed to view:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

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

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
 - 1. Latex System:

- a. Prime Coat: Primer, latex for exterior wood.
 - 1) S-W Exterior Latex Primer, B42, at 4.0 mils wet, 1.4 mils dry, per coat.
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior, satin:
 - 1) S-W A-100 Exterior Latex Satin, A82 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

END OF SECTION 099113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on **the following interior substrates:**
 - 1. Wood.
 - 2. Gypsum board.
- B. Related Requirements:
 - 1. Section 051200 "Structural Steel Framing" for shop priming of metal substrates with primers specified in this Section.
 - 2. Section 099600 "High-Performance Coatings" for high-performance and special-use coatings.
 - 3. Section 099113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.
 - 4. Section 099300 "Staining and Transparent Finishing" for surface preparation and the application of wood stains and transparent finishes on interior wood substrates.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523, a matte flat finish.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, a high-side sheen flat, velvet-like finish.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, an eggshell finish.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523, a satin-like finish.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523, a semi-gloss finish.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523, a gloss finish.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. LEED Submittals:

1. Product Data for Credit EQ 4.2: For paints and coatings, including printed statement of VOC content.
2. Laboratory Test Reports for Credit EQ 4: For paints and coatings, documentation indicating that they meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Samples for Initial Selection: For each type of topcoat product.

D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, **8 inches (200 mm)** square.
2. Label each coat of each Sample.
3. Label each Sample for location and application area.

E. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. VOC content.

1.5 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, **from the same product run**, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: **5 percent**, but not less than **1 gal. (3.8 L)** of each material and color applied.

1.7 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least **100 sq. ft. (9 sq. m)**.
 - b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on mockups.

- a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
 1. Product name and type (description).
 2. Batch date.
 3. Color number.
 4. VOC content.
 5. Environmental handling requirements.
 6. Surface preparation requirements.
 7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.9 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
 1. If suspected lead paint is encountered, do not disturb; immediately notify Architect and Owner.
- D. Lead Paint: Lead paint **is** present in buildings and structures to be painted. A report on the presence of lead paint is on file for review and use. Examine report to become aware of locations where lead paint is present.
 1. Do not disturb lead paint or items suspected of containing hazardous materials except under procedures specified.

2. Perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company products indicated or comparable product from one of the following:
 1. Benjamin Moore & Co.
 2. PPG Architectural Finishes, Inc.
 3. The Sherwin-Williams Company
- B. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
 1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction[and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24)].
 1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 150 g/L.
 3. Dry-Fog Coatings: 400 g/L.
 4. Primers, Sealers, and Undercoaters: 200 g/L.
 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 7. Pretreatment Wash Primers: 420 g/L.
 8. Floor Coatings: 100 g/L.
 9. Shellacs, Clear: 730 g/L.
 10. Shellacs, Pigmented: 550 g/L.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

- D. Colors: As indicated in a color schedule.
 - 1. **10** percent of surface area will be painted with deep tones.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
 - 1. Report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
 - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Wood: 15 percent.
 - b. Gypsum Board: 12 percent.
 - 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
 - 3. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
 - 1. Concrete Floors: Remove oil, dust, grease, dirt, and other foreign materials. Comply with SSPC-SP-13/NACE 6 or ICRI 03732.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer **but not less than the following:**
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
 - 3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 - 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.

2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in equipment rooms:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

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

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
 - 1. Latex System:
 - a. Prime Coat: Primer sealer, latex, interior: Manufactures Recommended Primer.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - a. Topcoat: Latex, interior, **eggshell, Gloss Level 3:**
 - 1) Location at walls
S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series..
BM Ultra Spec Eggshel, N538 Series.
PPG PPG Pure Performance Interior Latex Eggshell, 9-300
 - b. Topcoat: Latex, interior, **semi-gloss, Gloss Level 4:**
 - 1) Location at trim
S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series.
BM Ultra Spec 500, N539 Series.
PPG Pure Performance Inteiror Latex Semi-Gloss, 9-500.
- B. Wood Substrates: Stain and Waterbase Urethane finish.
 - 1. Transparent System: Low VOC Finish
 - a. Stain Coat: interior: Manufactures Recommended Stain.

- b. Topcoat: Clear, interior, **satin, Gloss Level 3:**
S-W Wood Classics WB Polyurethane, A68 Satin.
DE Rust-Oleum Varathane Crystal Clear Diamond WB Polyurethane Satin.
BM Ultra Benwood Polyurethane Finish Low Lustre, N435.

C. Gypsum Board Substrates:

1. Latex System:

- a. Prime Coat: Primer, latex, interior: Manufactures Recommended Primer.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- a. Topcoat: Latex, interior, **eggshell, Gloss Level 3:**
S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.
BM Ultra Spec Eggshel, N538 Series.
PPG PPG Pure Performance Interior Latex Eggshell, 9-300

END OF SECTION 099123

SECTION 10 1419 – DIMENSIONAL LETTER SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Dimensional characters.

1.2 DEFINITIONS

- A. ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines."

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each of the following products and for the full range of color, texture, and sign material indicated, of sizes indicated:
 - 1. Dimensional Characters: Full-size Samples of each type of dimensional.
- C. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Source Limitations for Signs: Obtain each sign type indicated from one source from a single manufacturer.
- C. Regulatory Requirements: Comply with applicable provisions in ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify recess openings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.6 COORDINATION

- A. Coordinate placement of anchorage devices with templates for installing signs.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of polymer finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image colors and sign lamination.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum Castings: ASTM B 26/B 26M, of alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated.

2.2 DIMENSIONAL CHARACTERS

- A. Cast Characters: Produce characters with smooth flat faces, sharp corners, and precisely formed lines and profiles, free of pits, scale, sand holes, and other defects. Cast lugs into back of characters and tap to receive threaded mounting studs. Alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated. Comply with the following requirements.
 - 1. Character Material: Cast Aluminum, dark bronze anodized.
 - 2. Height: 10".
 - 3. Thickness: Manufacturers recommended thickness based on height and material.
 - 4. Mounting: Concealed studs and 3/4" standoffs.
 - 5. Font: Artifakt Element Thin

2.3 ACCESSORIES

- A. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.4 FABRICATION

- A. General: Provide manufacturer's standard signs of configurations indicated.
 - 1. Welded Connections: Comply with AWS standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded surfaces of welding flux and dress exposed and contact surfaces.
 - 2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
 - 3. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.
 - 4. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

2.5 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.6 ALUMINUM FINISHES

- A. Dark Bronze Anodic Finish: Manufacturer's standard Class 1 dark bronze anodic coating, 0.018 mm or thicker, over a satin directionally textured mechanical finish, complying with AAMA 611.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Verify that items are sized and located to accommodate signs.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
 - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.
- B. Dimensional Characters: Mount characters using standard fastening methods to comply with manufacturer's written instructions for character form, type of mounting, wall construction, and condition of exposure indicated. Provide heavy paper template to establish character spacing and to locate holes for fasteners.

3.3 CLEANING AND PROTECTION

- A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

END OF SECTION 10 1400

SECTION 101423 - PANEL SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes room-identification signs that are directly attached to the building.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For panel signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
 - 3. Show message list, typestyles, graphic elements, **including raised characters and Braille**, and layout for each sign.
- C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: **Five** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" the ABA standards of the Federal agency having jurisdiction and ICC A117.1.

2.2 PANEL SIGNS

- A. Panel Sign: **Sign** with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
 - 1. Manufacturers include by are not limited to:
 - a. Takeform
 - b. ASI Modulex
 - c. Best Signs
 - 2. Laminated-Sheet Sign: Photopolymer face sheet with raised graphics laminated over subsurface graphics to acrylic backing sheet to produce composite sheet.
 - a. Composite-Sheet Thickness: Manufacturer's standard for size of sign.
 - b. Color(s): As selected by Architect from manufacturer's full range.
 - 3. Sign-Panel Perimeter: Finish edges smooth.
 - a. Edge Condition: Square cut.
 - b. Corner Condition in Elevation: Square.
 - 4. Mounting: Manufacturer's standard method for substrates indicated.

2.3 SIGN MATERIALS

- A. Acrylic Sheet: ASTM D4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).
- B. Vinyl Film: UV-resistant vinyl film with pressure-sensitive, permanent adhesive; die cut to form characters or images as indicated on Drawings and suitable for exterior applications.

2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following:
 - 1. Use concealed fasteners and anchors.
- B. Adhesive: As recommended by sign manufacturer.

2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 - 1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 - 2. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
 - 3. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
 - 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
- B. Mounting Methods:
 - 1. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.

END OF SECTION 101423

SECTION 10 4410 - FIRE EXTINGUISHERS AND CABINETS

PART 1 GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Fire extinguishers and cabinets as shown on the drawings.

1.2 SUBMITTALS:

A. Product Data:

1. Submit manufacturer's technical data and installation instructions for each type of fire extinguisher and cabinet required. Include dimensions and clearances required.

1.3 QUALITY ASSURANCE:

A. Standards:

1. Provide fire extinguishers conforming to NFPA Standard No. 10 and bearing UL label.

PART 2 PRODUCTS

2.1 FIRE EXTINGUISHER AND CABINET MANUFACTURERS:

- A. J. L. Industries
- B. Larsen's Manufacturing Co.

2.2 FIRE EXTINGUISHERS:

- A. Three (3) fire extinguishers will be salvaged from the existing building. They are to be tested and two (2) will be reinstalled in the project. Provide new extinguishers if those salvaged do not comply with these specifications.
- B. Provide fire extinguishers for each extinguisher cabinet and other locations as shown on the drawings. Furnish only new fire extinguishers which are approved and labeled by Underwriter's Laboratories.
- C. Provide colors and finishes of materials for portable fire extinguishers as selected by the Architect from manufacturer's standard.
- D. Fill and service extinguishers in accordance with governing authorities.
- E. Provide required type mounting brackets for wall-mounted extinguishers and those located in cabinets requiring brackets.

- F. Multi-Purpose Dry Chemical: 10 pound capacity, enameled steel container with pressure-indicating gauge, for Class 4A:60B:C.

2.3 FIRE EXTINGUISHER CABINETS:

- A. Provide fire extinguisher cabinets suitable for housing one standard 10 pound size fire extinguisher as follows:
 - 1. Provide clear anodized aluminum cabinet with vertical glass overlap panel doors. Provide Safety locking door or break-glass entry.
 - 2. Cabinet Material: Cold-rolled steel sheet.
 - 3. Corner Construction: Welded, Seamless Corners.
 - 4. Mounting:
 - a. In less than 6" deep cavity wall: Semi-Recessed.
 - 5. Semi recessed Cabinet: One-piece combination trim and perimeter door frame overlapping surrounding wall surface, with exposed trim face and wall return at outer edge (backbend).
 - a. Square- Edge Trim: 1-1/4- to 1-1/2-inch (32- to 38-mm) backbend depth.
 - 6. Door Material: Steel sheet.
 - 7. Door Style: Fully glazed panel with frame.
 - a. Door Glazing: Tempered float glass (clear).
 - 8. Accessories:
 - a. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to fire-protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.
 - b. Break-Glass Strike: Manufacturer's standard metal strike, complete with chain and mounting clip, secured to cabinet.
 - 9. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated below:
 - a. Location: Cabinet Glazing.
 - b. Application Process: Silk-screened.
 - c. Lettering Color: Black.
 - d. Orientation: Vertical.
 - 10. Materials:
 - a. Cold-Rolled Steel: ASTM A1008/A1008M, Commercial Steel (CS), Type B.
 - 1) Finish: Baked Enamel, TGIC polyester powder coat, HAA polyester powder coat, epoxy powder coat, or polyester/epoxy hybrid powder coat, complying with AAMA 2603.
 - 2) Color: As selected by Architects from full range of industry colors.

PART 3 EXECUTION

3.1 INSTALLATION:

- A. Install in locations and at mounting height to comply with governing authorities. If authorities have no requirements, mount at 2'-6" to bottom of cabinet, unless otherwise indicated on drawings. Coordinate recesses with carpentry, masonry or framing trades as appropriate. Prepare recesses in walls as required. Securely fasten items to structure, square and plumb, in accordance with manufacturer's instructions. Maintain fire rating of wall, if any.

- B. Wherever exact location of units is not shown, locate as directed by Architect.
- C. Fill and charge extinguishers just prior to substantial completion.

3.2 PROTECTION AND CLEANING:

- A. Clean fire extinguisher cabinets and repair minor damage to finishes. Replace units damaged beyond satisfactory repair as determined by Architect.
- B. Advise Contractor of protection measures necessary to protect fire extinguishers and cabinets during subsequent construction.

END OF SECTION 10 4410

HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe hangers and supports.
2. Hanger rods.
3. Flashing.
4. Sleeves.
5. Formed steel channel.

1.2 SUBMITTALS

A. Product Data:

1. Hangers and Supports: Manufacturers catalog data including load capacity.

1.3 QUALITY ASSURANCE

- A. Perform Work according to codes adopted by the authority having jurisdiction.
- B. Manufacturer: Company specializing in manufacturing products specified in this Section with three years' experience.
- C. Installer: Company specializing in performing Work of this Section with three years' experience.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

- A. Furnish materials according to codes adopted by the authority having jurisdiction.
- B. Plumbing Piping – DWV:
 1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, and MSS SP89.

2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron or carbon steel, adjustable swivel, split ring.
3. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
5. Vertical Support: Steel riser clamp.
6. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

2.2 ACCESSORIES

- A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.3 FLASHING

- A. Metal Flashing: 26 gage thick galvanized steel.
- B. Metal Counterflashing: 22 gage thick galvanized steel.
- C. Flexible Flashing: 47 mil thick sheet butyl; compatible with roofing.
- D. Caps: Steel, 22 gage minimum; 16 gage at fire resistant elements.

2.4 SLEEVES

- A. Sleeves for Pipes Through Non-Fire-Rated Floors: 18 gage thick galvanized steel.
- B. Sleeves for Pipes Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.
- C. Sealant: Acrylic.

2.5 FORMED STEEL CHANNEL

- A. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on-center.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Obtain permission from Architect/Engineer before drilling or cutting structural members.
- B. Flashing:
 - 1. Provide flexible flashing and metal counterflashing where piping penetrates weather or waterproofed walls, floors, and roofs.
 - 2. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36 x 36 inch sheet size. Fasten flashing to drain clamp device.
 - 3. Seal floor, shower, and mop sink drains watertight to adjacent materials.
 - 4. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.
- C. Sleeves:
 - 1. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
 - 2. Extend sleeves through floors 1 inch above finished floor level; caulk sleeves.
- D. Where piping penetrates floor, ceiling, or wall, close off space between pipe and adjacent work with stuffing insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.
- E. Install chrome-plated steel or stainless-steel escutcheons at finished surfaces.

END OF SECTION 220529

SECTION 221300 - FACILITY SANITARY SEWERAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sanitary sewer piping above grade.
 - 2. Floor drains.
 - 3. Cleanouts.

1.2 SUBMITTALS

- A. Product Data:
 - 1. Piping: Pipe materials, fittings, and accessories. Submit manufacturers catalog information.

1.3 QUALITY ASSURANCE

- A. Perform Work according to codes adopted by the authority having jurisdiction.
- B. Manufacturer: Company specializing in manufacturing products specified in this Section with three years' experience.
- C. Installer: Company specializing in performing Work of this Section with three years' experience.

1.4 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 SANITARY SEWER PIPING, ABOVE GRADE

- A. PVC Pipe: ASTM D2665, ASTM D2949, or ASTM F891.
 - 1. Fittings: ASTM D2665, ASTM D2949, or ASTM D3034 PVC.
 - 2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

2.2 FLOOR DRAINS

- A. Furnish materials according to codes adopted by the authority having jurisdiction.
- B. Floor Drain (FD-1): ASME A112.21.1; lacquered or galvanized cast iron two piece body with double drainage flange, weep holes, and round, adjustable nickel-bronze strainer. Provide trap seal device such as Trap Guard by ProVent Systems, or equivalent.

2.3 CLEANOUTS

- A. Furnish materials according to codes adopted by the authority having jurisdiction.
- B. Interior Finished Floor Areas (CO-3): Lacquered or galvanized cast iron body with anchor flange, threaded top assembly, and round scored cover with gasket in service areas and round depressed cover with gasket to accept floor finish in finished floor areas.
- C. Interior Finished Wall Areas (CO-4): Line type with lacquered cast iron body and round epoxy coated cover with gasket, and round stainless steel access cover secured with machine screw.
- D. Interior Unfinished Accessible Areas (CO-5): Calked or threaded type.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Ream pipe and tube ends. Remove burrs.
- B. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.2 INSTALLATION

- A. Aboveground Piping:
 - 1. Establish invert elevations, slopes for drainage to 1/4 inch per foot minimum. Maintain gradients.
 - 2. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Provide clearances at cleanout for snaking drainage system.
 - 3. Install floor cleanouts at elevation to accommodate finished floor.

4. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
5. Install piping to maintain headroom. Do not spread piping, conserve space.
6. Group piping whenever practical at common elevations.
7. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
8. Provide access where cleanouts are not accessible.
9. Install bell and spigot pipe with bell end upstream.
10. Sleeve pipes passing through partitions, walls, and floors.
11. Install Work according to codes adopted by the authority having jurisdiction.

3.3 FIELD QUALITY CONTROL

- A. Test sanitary waste and vent piping system according to applicable code.

END OF SECTION 221300

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe hangers and supports.
2. Hanger rods.
3. Flashing.
4. Sleeves.
5. Formed steel channel.

1.2 SUBMITTALS

A. Product Data:

1. Hangers and Supports: Manufacturer's catalog information, including load capacity.

1.3 QUALITY ASSURANCE

- A. Perform Work according to codes adopted by the authority having jurisdiction.
- B. Manufacturer: Company specializing in manufacturing products specified in this Section with three years' experience.
- C. Installer: Company specializing in performing Work of this Section with three years' experience.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials according to manufacturer instructions.
- B. Protection:
 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 2. Provide additional protection according to manufacturer instructions.

1.5 AMBIENT CONDITIONS

- A. Provide ventilation in areas to receive solvent cured materials.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Fuel Gas Piping:

1. Comply with ASME B31.9, ASTM F708, and MSS SP-58.
2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches:
 - a. Material: Malleable iron or carbon steel.
 - b. Type: Adjustable swivel and split ring.
3. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
4. Vertical Support: Steel riser clamp.
5. Vertical Support: Steel riser clamp.

B. Accessories:

1. Hanger Rods: Mild steel continuously threaded.

2.2 FLASHING

A. Metal Flashing:

1. Material: Galvanized steel.
2. Thickness: 26 gage.

B. Metal Counterflashing:

1. Material: Galvanized steel.
2. Thickness: 22 gage.

C. Flexible Flashing:

1. Material:
 - a. Sheet butyl.
 - b. Compatible with roofing.
2. Thickness: 47 mils.

- D. Caps:
 - 1. Material: Steel.
 - 2. Minimum Thickness:
 - a. 22 gage.

2.3 SLEEVES

- A. Pipes through Non-fire-rated Floors:
 - 1. Material: Galvanized steel.
 - 2. Thickness: 26 gage.
- B. Pipes through Non-fire-rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 26-gage galvanized steel.
- C. Sealant:
 - 1. Material: Acrylic.

2.4 FORMED STEEL CHANNEL

- A. Description:
 - 1. Material: Galvanized 12-gage steel.
 - 2. Hole Spacing: 1.5 inches o.c.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that openings are ready to receive sleeves.

3.2 PREPARATION

- A. Do not drill or cut structural members.

3.3 INSTALLATION

- A. Pipe Hangers and Supports:
 - 1. Comply with ASME B31.1, B31.5, and B31.9.
 - 2. Support horizontal piping in accordance with codes adopted by the authority having jurisdiction.

3. If piping is installed in parallel and at same elevation, provide multiple-pipe or trapeze hangers.
4. Support riser piping independently of connected horizontal piping.
5. Design hangers for pipe movement without disengagement of supported pipe.

B. Flashing:

1. Provide flexible flashing and metal counterflashing where piping and ductwork penetrate weatherproofed or waterproofed walls, floors, and roofs.

C. Sleeves:

1. Sizing:

- a. Size sleeves large enough to allow for movement due to expansion and contraction.
- b. Provide for continuous insulation wrapping.

3.4 PROTECTION

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION 230529

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Testing adjusting, and balancing of air systems.

1.2 SUBMITTALS

A. Draft Reports: Submit for review prior to final acceptance of Project.

- ##### B. Test Reports: Submit prior to final acceptance of Project and for inclusion in operating and maintenance manuals. Assemble in soft cover, letter size, 3-ring binder, with table of contents page and tabs, and cover identification. Include reduced scale drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with codes adopted by the authority having jurisdiction.

- ##### B. Report Forms: AABC MN-1 National Standards for Total System Balance forms, Forms prepared following ASHRAE 111, or NEBB forms.

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before starting work, verify systems are complete and operable.

- ##### B. Report defects, deficiencies, or abnormal conditions in mechanical systems preventing system balance.

- C. Beginning of work means acceptance of existing conditions.

3.2 INSTALLATION TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems.
- B. Air Outlets: Adjust to within plus or minus 5 percent of design.

3.3 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to deliver design supply and return air quantities within previously stated tolerances.
- B. Measure air quantities at air outlets.
- C. Use volume control devices to regulate air quantities only to extent those adjustments do not create objectionable air motion or sound levels. Change volume using dampers mounted in ducts.
- D. Vary total system air quantities by adjustment of fan speeds. Vary branch air quantities by damper regulation.
- E. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across fan. Allow for pressure drop equivalent to 50 percent loading of filters.

3.4 FIELD QUALITY CONTROL

- A. Verify recorded data represents actually measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices. Set and lock memory stops.

END OF SECTION 230593

SECTION 230700 - HVAC INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. HVAC ductwork insulation, jackets, and accessories.

1.2 SUBMITTALS

- A. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with codes adopted by the authority having jurisdiction.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and damage, by storing in original wrapping.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.
- B. Maintain temperature before, during, and after installation for minimum period of 24 hours.

PART 2 - PRODUCTS

2.1 DUCTWORK INSULATION

- A. TYPE D-1: ASTM C1290, Type III, flexible glass fiber, commercial grade with factory applied reinforced aluminum foil jacket meeting ASTM C1136, Type II.

1. Thermal Conductivity: no greater than 0.27 at 75 degrees F.
 2. Maximum Operating Temperature: 250 degrees F.
 3. Density: 0.75 or 1.0 pound per cubic foot.
- B. TYPE D-4: ASTM C1071, Type I, flexible, glass fiber duct liner with coated air side.
1. Thermal Conductivity: no greater than 0.27 at 75 degrees F.
 2. Density: 1.5 pound per cubic foot.
 3. Maximum Operating Temperature: 250 degrees F.
 4. Maximum Air Velocity: 6,000 feet per minute.

2.2 DUCTWORK INSULATION ACCESSORIES

- A. Vapor Retarder Tape:
1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.
- B. Vapor Retarder Lap Adhesive: Compatible with insulation.
- C. Adhesive: Waterproof, ASTM E162 fire-retardant type.
- D. Liner Fasteners: Galvanized steel, impact applied or welded with integral head.
- E. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- F. Lagging Adhesive: Fire retardant type with maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- G. Adhesives: Compatible with insulation.
- H. Membrane Adhesives: As recommended by membrane manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify ductwork has been tested before applying external insulation materials.
- B. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION - DUCTWORK SYSTEMS

- A. Duct dimensions indicated on Drawings are sheet metal dimensions.
- B. Insulated ductwork conveying air below ambient temperature:
 - 1. Provide insulation with vapor retarder jackets.
 - 2. Finish with tape and vapor retarder jacket.
 - 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 - 4. Insulate entire system including fittings, joints, flanges, flexible connections, and expansion joints.
- C. External Glass Fiber Duct Insulation:
 - 1. Secure insulation with vapor retarder with wires and seal jacket joints with vapor retarder adhesive or tape to match jacket.
 - 2. Secure insulation without vapor retarder with staples, tape, or wires.
 - 3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.
 - 4. Seal vapor retarder penetrations by mechanical fasteners with vapor retarder adhesive.
 - 5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.
- D. Duct Liner:
 - 1. Adhere insulation with adhesive for 100 percent coverage.
 - 2. Secure insulation with mechanical liner fasteners. Comply with SMACNA Standards for spacing.
 - 3. Seal and smooth joints. Seal and coat transverse joints.
 - 4. Seal liner surface penetrations with adhesive.
 - 5. Cut insulation for tight overlapped corner joints. Support top pieces of liner at edges with side pieces.

3.3 SCHEDULES

- A. Ductwork Insulation Schedule:
 - 1. Rectangular Supply Ducts in Attic –
 - a. Type: D-4 + D-1.
 - b. Thickness: D-4 1.0 inch + D-1 of thickness needed to attain R-12 total.
 - 2. Rectangular Return Ducts in Attic:
 - a. Type: D-4 + D-1.

- b. Thickness: D-4 1.0 inch + D-1 of thickness needed to attain R-12 total.
- 3. Round Supply Ducts in Attic - Externally Insulated, Installed Thickness:
 - a. Type: D-1.
 - b. Thickness: Thickness needed to attain R-12 total.
- 4. Round Return Ducts in Attic - Externally Insulated, Installed Thickness:
 - a. Type: D-1.
 - b. Thickness: Thickness needed to attain R-12 total.

END OF SECTION 230700

SECTION 230993 - SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes sequence of operation for:
 1. Furnaces.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate mechanical system controlled and control system components.
 1. Label with settings, adjustable range of control and limits. Submit written description of control sequence.

1.3 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of components and set points of controls, including changes to sequences made after submission of shop drawings. Provide As-Built record of configuration and programming.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

- A. FR-1 AND FR-2 FURNACE
 1. The furnaces shall be controlled by a thermostat/controller with control sequences meeting the requirements of the 2018 IECC. Each furnace shall provide two stages of heating. The staging shall be such that the first stage of the system is the low-fire of both furnaces and the second stage of the system shall be the high-fire of both furnaces.
 2. The control sequences shall include 7-day programmability, automatic start function for variable start time, occupied and unoccupied setpoints, control for two stages of heating, two stages of cooling for future use, 2 hour occupancy override, touch screen human interface, and battery backup.
 3. Owner shall be able to select either of the following by thermostat settings:

- a. Furnace blowers shall cycle with calls for heating and shall be off when not required.
 - b. Furnace blowers shall be controlled to run continuously when thermostat is in occupied mode and cycle with calls for heating when in unoccupied mode.
4. The gas-fired heating will be staged to maintain the space temperature at setpoint.

END OF SECTION 230993

SECTION 231123 - FACILITY NATURAL-GAS PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Natural gas piping above grade.
 - 2. Unions and flanges.
 - 3. Valves.
 - 4. Pipe hangers and supports.

1.2 SYSTEM DESCRIPTION

- A. Provide flanges, unions, or couplings at locations requiring servicing. Use unions, flanges, or couplings downstream of valves and at equipment connections.
- B. Provide pipe hangers and supports according to ASME B31.9, ASTM F708, MSS SP 58, MSS SP 69, and MSS SP 89.
- C. Use ball valves for shutoff and to isolate equipment, part of systems, or vertical risers.

1.3 SUBMITTALS

- A. Source Quality-Control Submittals: Required.

PART 2 - PRODUCTS

2.1 NATURAL GAS PIPING, ABOVE GRADE

- A. Steel Pipe: ASTM A53, Schedule 40, black.
 - 1. Fittings: ASME B16.3, malleable iron, or ASTM A234, forged steel welding type.
 - 2. Joints: Threaded for pipe 2 inches and smaller.

2.2 UNIONS AND FLANGES

- A. Unions for Pipe 2 inches and Smaller:
 - 1. Ferrous Piping: Class 150, malleable iron, threaded.
 - 2. Dielectric Connections: Union with galvanized- or plated-steel threaded end, copper solder end, water-impervious isolation barrier.

2.3 BALL VALVES

- A. 1/4 inch to 1 inch: MSS SP 110, Class 125, two piece, threaded ends, bronze body, chrome-plated bronze ball, reinforced PTFE seats, blowout-proof stem, lever handle, UL 842-listed for flammable liquids and LPG, full port.
- B. 1-1/4 inch to 3 inch: MSS SP 110, Class 125, two piece, threaded ends, bronze body, chrome-plated bronze ball, reinforced PTFE seats, blowout-proof stem, lever handle, UL 842-listed for flammable liquids and LPG, conventional port.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Pipe Hangers and Supports:
 - 1. Install hangers and supports according to ASME B31.9, ASTM F708, and MSS SP 89.

3.2 FIELD QUALITY CONTROL

- A. Pressure test natural gas piping according to NFPA 54.
- B. Inspect, test, and purge gas piping according to applicable code and local gas company requirements.

END OF SECTION 231123

SECTION 233100 - HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Duct materials.
2. Glass-fiber ducts.
3. Flexible ducts.
4. Insulated flexible ducts.
5. Ductwork fabrication.
6. Glass-fiber ductwork fabrication.
7. Duct cleaning.

1.2 SUBMITTALS

- ##### A. Product Data: Manufacturer information for duct materials, duct liner, and duct connectors.

1.3 CLOSEOUT SUBMITTALS

A. Project Record Documents:

1. Record actual locations of ducts and duct fittings.
2. Record changes in fitting location and type.
3. Show additional fittings used.

1.4 QUALITY ASSURANCE

- ##### A. Perform Work according to SMACNA 1884 and 1966.
- ##### B. Perform Work according to codes adopted by the authority having jurisdiction.
- ##### C. Manufacturer: Company specializing in manufacturing products specified in this Section with three years' experience.
- ##### D. Installer: Company specializing in performing Work of this Section with three years' experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials according to manufacturer instructions.
- B. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.6 AMBIENT CONDITIONS

- A. Minimum Conditions: Do not install duct sealant when temperatures are less than those recommended by sealant manufacturer.
- B. Subsequent Conditions: Maintain temperatures during and after installation of duct sealant.

PART 2 - PRODUCTS

2.1 DUCTS

- A. Performance and Design Criteria:
 - 1. Variation of duct configuration or sizes is not permitted except by written permission of Architect/Engineer.
- B. Galvanized-Steel Ducts:
 - 1. Material: ASTM A653 galvanized-steel sheet.
 - 2. Quality: Lock forming.
 - 3. Finish: G90 zinc coating according to ASTM A90.
- C. Fasteners: Rivets, bolts, or sheet metal screws.
- D. Hanger Rod:
 - 1. Material: steel.
 - 2. Comply with ASTM A36.
 - 3. Type: Threaded continuously.
- E. Furnish materials according to codes adopted by the authority having jurisdiction.

2.2 GLASS-FIBER DUCTS

1. Furnish materials according to codes adopted by the authority having jurisdiction.
2. Glass-fiber duct shall only be utilized to construct return air grille boots.

B. Description:

1. Rigid glass fiber with aluminum foil, glass scrim, and kraft or plastic jacket vapor barrier.
2. Comply with UL 181.
3. Thickness: 1 or 1-1/2 inches with additional insulation for total of R-12.

2.3 INSULATED FLEXIBLE DUCTS

A. Description:

1. UL 181, Class 1, aluminum laminate and polyester film with latex adhesive supported by helical-wound spring steel wire.
2. Insulation: Fiberglass with additional insulation for total of R-12.
3. Vapor Barrier Film: PE.

2.4 FABRICATION

A. Rectangular Ducts:

1. According to SMACNA 1966.
2. Provide duct material, gages, reinforcing, and sealing for less than 1-inch w.c. pressure.

B. Round Ducts:

1. According to SMACNA 1966.
2. Seams: Longitudinal.
3. Provide duct material, gages, reinforcing, and sealing for indicated operating pressures.

C. Tees, Bends, and Elbows:

1. Minimum Radius:
 - a. 1.5 times centerline duct width.
 - b. If not possible or if rectangular elbows are used, provide turning vanes.

D. Divergence:

1. Increase duct sizes gradually, not exceeding 30 degrees of divergence wherever possible.
2. Upstream of Equipment: Maximum 30 degrees.
3. Downstream of Equipment: Maximum 30 degrees.

E. Takeoffs:

1. Provide 90-degree conical tee connections.

F. Sealing:

1. Seal joints between duct sections and duct seams with welds, gaskets, mastic adhesives, mastic plus embedded fabric systems, or tape.
2. Sealants, Mastics, and Tapes: Comply with UL 181A and provide products bearing appropriate UL 181A markings.

G. Glass-Fiber Ducts:

1. Glass-fiber duct shall only be utilized to construct return air grille boots.
2. Fabricate according to SMACNA 1884.
3. Tape: 3-inch-wide heat-activated chemical bonding tape.
4. Machine-fabricate glass-fiber ducts and fittings; only minor on-Site adjustments are permitted.

2.5 ACCESSORIES

A. Hangers and Supports:

1. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
2. Strap and Rod Sizes:
 - a. Comply with SMACNA 1966.
 - b. Glass-Fiber-Reinforced Ducts: Comply with SMACNA 1884.
3. Trapeze and Riser Supports:
 - a. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify sizes of equipment connections before fabricating transitions.

3.2 PREPARATION

- A. Obtain manufacturer's inspection and acceptance of fabrication and installation at beginning of installation.
- B. Install temporary closures of metal or taped PE on open ductwork to prevent construction dust from entering ductwork system.

3.3 INSTALLATION

- A. According to SMACNA 1966.
- B. Glass-Fiber-Reinforced Ducts: Comply with SMACNA 1884.
- C. Insulated Flexible Duct Fittings:
 - 1. Join each flexible duct section to main trunk duct through sheet metal fittings.
 - 2. Material: Galvanized steel.
 - 3. Equip fittings with factory-installed volume damper having positive locking regulator.
 - 4. Provide insulation guard with fittings installed in lined ductwork.
- D. Use crimp joints with or without bead or beaded sleeve couplings for joining round duct sizes 12 inches and smaller.
- E. Hanger and Supports:
 - 1. Fabricate and support ducts according to SMACNA 1966.
 - 2. Threaded Rods: Provide double nuts and lock washers.
 - 3. Hanger Spacing:
 - a. Comply with SMACNA 1966.
 - b. Extend strap supports down both sides of ducts and turn under bottom.
 - c. Secure hanger to sides and bottom of ducts with sheet metal screws.
 - 4. Hangers Exposed to View: Provide threaded rod and angle or channel supports.
 - 5. Vertical Ducts:
 - a. Support with steel angles or channel secured to sides of duct with welds, bolts, sheet metal screws, or blind rivets.
 - 6. Upper Attachments:

- a. Attach to structures.
- b. Selection and Sizing: Provide pull-out, tension, and shear capacities as required for supported loads and building materials.

7. Penetrations:

- a. Avoid penetrations of ducts with hanger rods.
- b. If unavoidable, provide airtight rubber grommets at penetrations.

F. Connect flexible ducts to metal ducts with liquid adhesive and tape.

G. Installation Standards: Install Work according to codes adopted by the authority having jurisdiction.

H. Interface with Other Work:

- 1. Connect air outlets and inlets to supply ducts directly or with 3-foot maximum length of flexible duct; do not use flexible duct to change direction.

3.4 FIELD QUALITY CONTROL

3.5 CLEANING

A. Vacuuming:

- 1. Clean duct systems with high-power vacuum machines.
- 2. Install access openings into ductwork for cleaning purposes where necessary.

B. Protect sensitive equipment with temporary filters or bypass during cleaning.

END OF SECTION 233100

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Volume control dampers.
 - 2. Flexible duct connections.

1.2 SUBMITTALS

- A. Product Data:
 - 1. Flexible duct connections.
 - 2. Volume control dampers.

1.3 QUALITY ASSURANCE

- A. Perform Work according to codes adopted by the authority having jurisdiction
- B. Manufacturer: Company specializing in manufacturing products specified in this Section with three years' experience.

1.4 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 DAMPERS

- A. Volume Control Dampers:
 - 1. Furnish materials according to codes adopted by the authority having jurisdiction.
 - 2. Fabricate according to SMACNA HVAC Duct Construction Standards - Metal and Flexible.
 - 3. Quadrants:
 - a. Furnish locking, indicating quadrant regulators on single dampers.

2.2 FLEXIBLE DUCT CONNECTIONS

- A. Furnish materials according to codes adopted by the authority having jurisdiction.
- B. Fabricate according to SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- C. Connector: Fabric crimped into metal edging strip.
 - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric conforming to NFPA 90A, minimum density [30] oz per sq yd.
 - 2. Net Fabric Width: Approximately 3 inches wide.
 - 3. Metal: 3 inch wide, 24 gage galvanized steel.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install according to NFPA 90A and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Conform to Section 233100 for duct construction and pressure class.

END OF SECTION 233300

SECTION 235400 - FURNACES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Gas-fired furnaces.

1.2 SUBMITTALS

- A. Product Data: Submit rated capacities, efficiencies, weights, required clearances, locations and sizes of field connections, accessories, electrical nameplate data, and wiring diagrams.

1.3 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of furnaces, components, and connections.

1.4 QUALITY ASSURANCE

- A. Comply with ICC IFGC.

B. Minimum Furnace Efficiency:

1. Efficiency as indicated in *Furnace Schedule* on Drawings.
2. Comply with ASHRAE/IES 90.1.
3. Testing: Comply with ICC IECC and ANSI Z21.47.
4. Certification: Certify to AHRI Residential Furnaces Certification Program.

- C. Furnish equipment that is UL listed as suitable for clearance space available in installed location.

- D. Perform Work according to codes adopted by the authority having jurisdiction.

1.5 WARRANTY

- A. Furnish five-year manufacturer's warranty for heat exchangers.

- B. Furnish five-year manufacturer's warranty for solid-state ignition modules.

PART 2 - PRODUCTS

2.1 FR-1 AND FR-2 GAS-FIRED FURNACES

- A. Furnish materials according to codes adopted by the authority having jurisdiction.
- B. Description: Self-contained, packaged, factory assembled, pre-wired unit, consisting of cabinet, supply fan, heating element, controls, air filter, cooling/heating coil, and accessories.
- C. Performance and Design Criteria:
 - 1. Wiring: Single power connection with control transformer.
 - 2. Airflow Configuration: Horizontal.
 - 3. Fuel: Natural gas.
 - 4. Minimum Efficiency, Annual Fuel Utilization Efficiency (AFUE):
 - a. Refer to *Furnace Schedule* on Drawings.
- D. Cabinet:
 - 1. Material: Steel with baked enamel finish.
 - 2. Access Panels:
 - a. Removable.
 - b. Furnish safety interlock switches and insulation.
- E. Supply Fan:
 - 1. Type: Centrifugal.
 - 2. Mounting: Rubberized.
 - 3. Drive: Direct.
 - 4. Speed: Variable ECM.
- F. Motors:
 - 1. Comply with Section 230513 - Common Motor Requirements for HVAC Equipment.
 - 2. Drive: Direct.
 - 3. Speed: Variable speed, ECM.
 - 4. Permanently lubricated.
- G. Heat Exchanger:
 - 1. Material: Stainless steel.
- H. Gas Burner:

1. Gas Valve: 100 percent safety two-stage main gas valve, main shutoff valve, pressure regulator, safety pilot with electronic flame sensor, limit control, transformer, and combination ignition/fan timer control board.
 2. Ignition: Electric pilot ignition, with hot-surface igniter or electric spark ignition.
- I. Gas Burner Safety Controls:
1. Electronic Flame Sensor: Prevents gas valve from opening until pilot flame is proven; stops gas flow on ignition failure.
 2. Flame Rollout Switch: Installed on burner box; prevents burner operation.
 3. Limit Control: Fixed stop at maximum permissible setting; de-energizes burner on excessive bonnet temperature; automatic reset.
- J. Combustion-Air Inducer: Centrifugal fan with thermally protected motor and sleeve bearings prepurges heat exchanger and vents combustion products; pressure switch prevents furnace operation if combustion-air inlet or flue outlet is blocked.
- K. Furnace Controls: Solid-state board integrates ignition, heat, cooling, and fan speeds; adjustable fan-on and fan-off timing; terminals for connection to accessories.
- L. Vent and Combustion Air Materials: PVC or CPVC pipe.
- M. Operating Controls:
1. Controls sequences shall comply with 2018 IECC.
 2. Supply Fan Control:
 - a. Energization: From outlet air temperature or timer device, independent of burner controls. Fan shall also be controllable by thermostat during occupancy.
 - b. Delays: Adjustable timed-off and fixed timed-on.
 3. Clogged Condensate Drain: Condensate drain pan sensor to disable system operation upon sensing high condensate level.
- N. Air Filters:
1. Type: Disposable, extended area panel filters.
 2. Thickness: 2 inches.
 3. Rating: MERV 8.
 4. Size: As indicated on Drawings.
- O. Accessories:
1. Heat exchanger condensate drain.
 2. Concentric wall termination kit.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. According to manufacturer instructions.
- B. Gas-Fired Furnaces: Comply with NFPA 54 and NFPA 58.
- C. Vent Connections: Comply with NFPA 211 and NFPA 54.
- D. Natural-Gas Piping:
 - 1. Comply with NFPA 54 and NFPA 58.
 - 2. Connections: Arrange piping with clearances for burner service.
 - 3. Accessories:
 - a. As specified in Section 231126 - Facility Natural-Gas Piping.
 - b. Sediment trap.
 - c. Shutoff valve.
- E. Drain: Pipe drain from Category III and IV gas-fired furnaces heat exchangers to drain as indicated on Drawings.
- F. Power and Controls:
 - 1. Connect units to electric supply.
 - 2. Connect controls remote from units.
 - 3. Install control components supplied with equipment and provide control wiring.
 - 4. Install control wiring between thermostat, indoor unit, and outdoor unit.
- G. Connect supply and return air ducts to system ductwork with flexible duct connection as specified in Section 233300 - Air Duct Accessories.

END OF SECTION 235400

Chamberlin Architects, P.C.
437 Main Street
Grand Junction, CO 81501

ADDENDUM #1

Collbran Auditorium Repair
102 Main Street
Collbran, CO 81624

Project No. 2130

05/22/2024

The original Specifications dated 4/26/24 and Drawings dated on 4/26/24, for the project noted above are amended as noted in this Addendum. This Addendum may include revised Project Manual pages and/or Drawings that are to be inserted in the correct sequence in the Construction Issue. All bidders are required to include the items listed in the Addendum as part of their bid. This Addendum consists of **Fifty Nine (59)** pages.

Drawing changes are clouded.

Text deleted from the project manual by this addendum is indicated by Strikethrough (~~example~~). New text included in the Project manual is indicated in double underline typeface (example).

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
ADD 1-1	Section 00 7000 General Conditions: Delete in its entirety.
ADD 1-2	Section 00 8000 Supplementary General Conditions: Delete in its entirety.
ADD 1-3	In place of Sections 00 7000 and 00 8000 insert <u>Construction Contract – Auditorium Repair</u> and <u>Collbran – Federal CDBG Requirements</u> , both attached to this document.
ADD 1-4	Section 00 0001 Table of Contents: Delete and replace with the attached dated 5/22/24 to reflect the above changes.

END OF ADDENDUM 1

ARCHITECT: Chamberlin Architects, P.C.

BY: Patrick Hummel, AIA

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
TOWN OF COLLBRAN AND
ASSET ENGINEERING, LTD.
FOR REPAIR OF THE COLLBRAN AUDITORIUM**

THIS AGREEMENT, made this _____ day of _____ 20__.

by and between the Town of Collbran, herein called "Owner" acting herein through its Mayor, Kendall W. Wilcox

and a corporation/ a partnership/an individual (Strike Out Inapplicable Terms) doing business as

_____, of _____

County of _____ and State of _____,

hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

hereinafter called the project, for the sum of Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Supplemental Conditions of the Contract, the Terms and Conditions of the Contract, and the Labor Standards Provisions of the Contract; and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and Supplemental General Conditions of the Contract, the plans which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____ herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within ____ consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ _____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

(SEAL)

ATTEST:

Kendall W. Wilcox

Secretary

By Kendall W. Wilcox, Mayor

Witness Title

(SEAL)

Contractor

ATTEST:

By _____

Secretary

Witness Title

Address

GENERAL CONDITIONS OF THE CONTRACT

1. Contract and Contract Documents

The project to be constructed pursuant to this Contract will be financed with assistance from the Colorado CDBG Program and is subject to all applicable Federal and State laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

1. Contract and Contract Documents
2. Definitions
3. Additional Instructions and Drawings
4. Shop or Setting Drawings
5. Materials, Service, Facilities
6. Contractor's Title to Materials
7. Inspection/Testing of Materials
8. "Or Equal" Clause
9. Patents
10. Surveys, Permits and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property -
Property---Emergency
14. Inspection
15. Reports, Records and Data
16. Superintendence by Contractor
17. Changes in Work
18. Extras
19. Time for Completion and Liquidated
Damages
20. Correction of Work
21. Subsurface Conditions-Different
22. Claims for Extra Cost
23. Owner Termination of Contract
24. Construction Schedule/Periodic
25. Payments to Contractor
26. Final Payment as Release
27. Payments by Contractor
28. Insurance
29. Contract Security
30. Additional or Substitute Bond
31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contractors
34. Subcontracting
35. Architect/Engineer's Authority
36. Stated Allowances
37. Removal of Debris
38. Detail Estimates
39. Right of Way
40. General Guaranty
41. Conflicting Conditions
42. Notice and Service Thereof
43. Provisions Deemed Inserted
44. Life/Health Protection
45. Subcontracts
46. Interest/Congressmen
47. Other Prohibited Interests
48. Use Prior to Acceptance
49. Photographs
50. Suspension of Work
51. Minimum Wages
52. Underpayment of Wages
53. Fringe Benefits
54. Overtime Compensation
55. Apprentices
56. Section 3
57. Employment Prohibited
58. Anti-Kickback Act
59. Classifications Not Listed
60. Benefits Not Expressed
61. Posting of Wage Rates
62. Complaints or Testimony
63. Claims and Disputes
64. Questions Re: Regulations
65. Payrolls and Records
66. Specific Coverage
67. Ineligible Subcontractors
68. Provisions to be Included
69. Breach of Labor Standards
70. Employment Practices
71. Contract Termination; Debarment
72. Public Contract for Services – Employment
Eligibility Verification
73. Subcontracting with Small and Minority
Firms, Women's Business Enterprise, and
Labor Surplus Area Firms
74. HUD 4010 Form, Labor Standards
Provisions

2. Definitions

The following terms as used in this Contract are respectively defined as follows:

(a) **CONTRACTOR:** A person, firm or corporation with whom the contract is made by the Owner, i.e., the Local Government.

(b) **SUBCONTRACTOR:** A person, firm or corporation supplying labor and materials or only labor for work at the site of the project, for and under separate contract or agreement with the Contractor.

(c) **WORK ON (AT) THE PROJECT:** Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer, the Contractor must furnish additional copies.

Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

(b) Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expenses to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims, or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as part of the contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connections with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and

drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work Property – Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety or life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified Architect/Engineer of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Colorado Department of Local Affairs shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedule, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contractor Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more of the following methods:

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- (a) Unit bid prices previously approved
- (b) An agreed lump sum
- (c) The actual cost of:
 - (1) Labor, including foreman;
 - (2) Materials entering permanently into the work;
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - (4) Power and consumable supplies for the operation of power equipment;
 - (5) Insurance;
 - (6) Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein and definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, PROVIDED, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; PROVIDED, FURTHER, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Local Public Agency;
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- (b) To unforeseen cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

PROVIDED, FURTHER, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of the delay, shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or costs shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notices to contain the reason for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety Contractor and his

Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such material, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner: (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract the Owner may retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract; PROVIDED, that the Contractor shall submit his estimate not later than the first day of the month; PROVIDED, FURTHER, that the Owner at any time after fifty percent (50%) of work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining progress payments in full; PROVIDED, FURTHER, that on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site preparatory to work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged hereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

27. Payments by Contractors

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent to each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) COMPENSATION INSURANCE: The Contractor shall procure and shall maintain during the life of his Contract Workmen's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE: The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof, (2) insure the activities of his policy specified in subparagraph (b) hereof.

(d) SCOPE OF INSURANCE AND SPECIAL HAZARDS: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) BUILDER'S RISK INSURANCE (FIRE & EXTENDED COVERAGE): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in

the Supplemental General Conditions, Form (HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in a separate instrument in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractors or subcontractors by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective

workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his on work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty sub- contractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contract by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

(e) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or specifications, the determination or decisions of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;

- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities or work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Right-of-Way

Prior to the start of construction, the Owner shall obtain lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of defects with reasonable promptness.

41. Conflicting Conditions

Any provisions of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be

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deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontract the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development or Colorado Department of Local Affairs may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Interest of Members of or Delegate to Congress

No members of or Delegate to Congress shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

47. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

48. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of such list items or other contract requirements.
- (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- (c) When the notice consists of more than one building, and one of the buildings is occupied, secures permanent firm and extended coverage insurance, including a permit to complete construction. Consent of the Surety must also be obtained.

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, or national origin.

49. Photographs of the Project

The Contractor shall furnish photographs of the project before, during, and after construction in the quantities and as described in the Supplemental General Conditions.

50. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such delay with such time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

51. Minimum Wage Rate for Laborers and Mechanics

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated to reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without cost of expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

52. Underpayment of Wages or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to

whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

53. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract; provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

54. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) **OVERTIME REQUIREMENTS.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such or to work in excess of 40 hours in such workweek unless such laborer or mechanic received compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

(b) **VIOLATION: LIABILITY FOR UNPAID WAGES LIQUIDATED DAMAGES.** In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) **WITHHOLDING FOR LIQUIDATED DAMAGES.** The Local Public Agency shall withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) **SUBCONTRACT.** The Contractor shall insert in any subcontract the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

55. Employment or Apprentices/Trainees

(a) **APPRENTICES** will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate,

who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(b) TRAINEES. Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) EQUAL EMPLOYMENT OPPORTUNITY. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

56. Section 3

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations, and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

57. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered in this Contract.

58. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C. Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by the subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

59. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency and a report of the action taken shall be submitted by the Local Public Agency through the State Department of Local Affairs to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency shall be referred through the State Department of Local Affairs to the Secretary of Labor for final determination.

60. Fringe Benefits Not Expressed as Hourly Wage Rates

The Local Public Agency shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency, shall be referred to the Secretary of Labor for determination.

61. Posting Wage Determination Decisions and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed under such classifications, shall be posted at appropriate conspicuous points at the site of the work.

62. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

63. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, © the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred through the Local Public Agency and to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

65. Payrolls and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit WEEKLY to the Local Public Agency or Public Body certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. **Each such payroll shall contain the "Weekly Statement of Compliance"** set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 5 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, their correct classification, rate of pay (including rates of contributions or costs anticipated, of the types described in Section 1(b)(2) of the Davis-Bacon Act,) daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which shows that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, The Colorado Department of Local Affairs, the Local Public Agency, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

66. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

67. Ineligible Subcontractors

The Contractor must certify that none of the subcontractors are ineligible or debarred through HUD or the General Services Administration.

68. Provisions to be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

69. Breach of Foregoing Federal Labor Standards Provisions

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

70. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

71. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

72. Public Contract for Services – Employment Eligibility Verification

In accordance with C.R.S. 8-17.5-101 and 102, the Contractor certifies through execution of this Contract that it will not knowingly employ or contract with an illegal alien who will perform work under this Contract.

(a) The Contractor will participate in the E-Verify Program, the employment verification program established by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this contract.

(b) The Contractor shall notify the owner and the Colorado Department of Labor and Employment of its participation in the employment verification program.

(c) The Contractor shall not enter into a contract with a subcontractor that fails to certify TO THE CONTRACTOR they THE SUBCONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under THIS Contract or use either the E-Verify Program or Colorado Department of Labor and

Employment verification program procedures to undertake pre-employment screening of job applicants while the contract is being performed.

(d) If the Contractor obtains actual knowledge that a subcontractor knowingly employs or contracts with an illegal alien, the Contractor is required to:

- (1) Notify the subcontractor and the Department of Local Affairs within three days of obtaining actual knowledge of the employment or contract with an illegal alien.
- (2) Terminate the subcontract if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien unless, during such three days, the subcontractor provides information that it did not knowingly employ or contract with an illegal alien.
- (3) Comply with any reasonable request by the Colorado Department of Labor and Employment in the course of an investigation pursuant to authority established pursuant to CRS§8-17.5-102(5)(a).

(e) The Department of Local Affairs or the Owner may terminate this Contract for any violation of this provision and the Contractor shall be liable for actual and consequential damages to the Department of Local Affairs and the Owner.

73. Subcontracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women’s business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women’s business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

74. Federal Labor Standards Provisions

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii **Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

EXHIBIT VIII-J, Cont.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

1. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

2. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY AND PROPERTY DAMAGE INSURANCE

As required in the General conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$_____ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$_____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$_____.

The Contractor shall either require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or insure the activities of his subcontractors in his own policy.

3. PHOTOGRAPHS OF PROJECT

As provided in the General Conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

4. Builder's Risk Insurance

As provided in Bonds and Certificates, Paragraph 38(e), the Contractor **will/will not*** maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

****Strike out one.***

5. SPECIAL EQUAL OPPORTUNITY PROVISIONS

(The Equal Opportunity Language is contained within the sample contract, Exhibit I, Part II: Terms and Conditions, Section 4-8.)

6. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000).

COMPLIANCE WITH AIR AND WATER ACTS: During the performance of this Contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contract will take such action as the Government may direct as a means of enforcing such provisions.

7. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION.

A. LEAD-BASED PAINT HAZARDS (Applicable to Contracts for construction or rehabilitation of residential structures): The construction or rehabilitation of residential structures is subject to the HUD lead-Based Paint regulations, 24 CFR 35. The Contractor and Subcontractors shall comply with the provisions for elimination of lead-based paint hazards under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(F) thereof.

B. USE OF EXPLOSIVES (Modify as Required): When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel, or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight (8) hours before blasting is done, closed to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. DANGER SIGNALS AND SAFETY DEVICES (Modify as Required): The Contractor shall make all necessary precaution to guard against damages to property and injury to persons. He shall put

up and maintain in good conditions, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

8. WAGE RATE DETERMINATION / APPROPRIATE WAGE RATES SHALL BE INSERTED HERE

"General Decision Number: CO20240025 01/05/2024

Superseded General Decision Number: CO20230025

State: Colorado

Construction Type: Building

County: Mesa County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.

If the contract was awarded on	Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.90 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2024.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

 IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

 IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

 PAIN0079-009 08/01/2022

	Rates	Fringes
PAINTER (Spray).....	\$ 25.11	10.95

 PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

 PLUM0208-009 06/01/2023

	Rates	Fringes
PIPEFITTER, Excludes HVAC Duct, Pipe and Unit Installation.....	\$ 41.50	21.90

 SHEE0009-006 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation; Excludes HVAC Pipe Installation).....	\$ 38.47	20.83

 SUCO2013-011 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER.....	\$ 20.53	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.44	10.23
ELECTRICIAN.....	\$ 25.63	9.51
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 20.49	3.85
LABORER: Common or General.....	\$ 13.25 **	0.00
LABORER: Mason Tender - Brick...	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 19.56	2.05
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 24.26	10.66
ROOFER.....	\$ 16.18 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not**

currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

**Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

**Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

**Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

TERMS AND CONDITIONS OF THE CONTRACT

1. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all records and data, at the option of the Local Public Agency become its property.

Notwithstanding the above, the Firm shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Firm, and the Local Public Agency may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Local Public Agency from the Firm is determined.

2. REPORTS AND INFORMATION. The Firm, at such times and in such forms as the Local Public Agency may require, shall furnish the Local Public Agency such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

3. RECORDS AND AUDITS. The Firm shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Public Agency to assure proper accounting for all project funds. These records will be made available for audit purposes to the Local Public Agency or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Local Public Agency.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Firm will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c. The Firm will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to such books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Firm's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the

Secretary of Labor, or as otherwise provided by law.

g. The Firm will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanction for non-compliance; provided, however, that in the event the Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion or religious affiliation or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Colorado and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the project area.

8. SECTION 504 OF THE REHABILITATION ACT OF 1973. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

9. INTEREST OF MEMBERS OF A LOCAL PUBLIC AGENCY. No member of the governing body of the Local Public Agency and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

10. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the Local Public Agency and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

11. ARCHITECTURAL BARRIERS . All design specifications for the construction of any building or residence shall provide access to the physically handicapped in accordance with **the Architectural Barriers Act of 1968; the American With Disabilities Act of 1990 (28 CFR Part 36), and Colorado Revise Statue, CRS 9-5-101 to 112.**

12. THE GOVERNMENT-WIDE RESTRICTION ON LOBBYING, prohibits spending CDBG funds to influence or attempt to influence federal officials; requires the filing of a disclosure form when non-CDBG funds are used for such purposes; requires certification of compliance by the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all sub-recipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

ATTACHMENT: FEDERAL REQUIREMENTS

FOR PROJECTS FUNDED IN WHOLE OR PART BY

COMMUNITY DEVELOPMENT BLOCK GRANTS

FOR AWRDED CONTRACTOR ONLY

CERTIFICATE OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.
 Yes No Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No Not applicable

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Submitted By: _____

Title: _____

Signature: _____

Date: _____

NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____)
) ss.
County of _____)

_____ being first duly sworn, deposes and says that:

1. He is the _____ of _____, the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or the bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Collbran or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including the affiant.

Signed: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, _____

By: _____
Notary Public

My commission expires: _____

**REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART
BY COMMUNITY DEVELOPMENT BLOCK GRANT MONIES**

The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
 - Preliminary Statement of Work Force Needs
 - Affirmative Action Plan for Use of Project Area Businesses
 - Statement of Actual Work Force Needs

- B. Solicitation of Minority and Women Owned Business

- C. Contractor Ownership Information

- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the Town in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES

PROJECT: _____

COMPANY: _____

NUMBER OF ALL SUBCONTRACTORS PROPOSED: _____

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ _____

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the Collbran town limits).

Goal of these contracts for project area businesses:

<u>Proposed type of subcontract</u>	<u>Approximate cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Outline the affirmative action plan to achieve these goals:

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT

SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

Contractor Name	Phone
-----------------	-------

Individual Contacted	Date
----------------------	------

Contractor Name	Phone
-----------------	-------

Individual Contacted	Date
----------------------	------

Contractor Name	Phone
-----------------	-------

Individual Contacted	Date
----------------------	------

Contractor Name	Phone
-----------------	-------

Individual Contacted	Date
----------------------	------

Contractor Name	Phone
-----------------	-------

Individual Contacted	Date
----------------------	------

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

1. Legal Business Name: _____

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

4. Business DUNS Number (required with bid): _____

5. Attach proof of SAM Registration (required with bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

_____ White _____ Black _____ Hispanic _____ Asian _____ Native American

7. Is the Contractor a Woman-Owned Business Enterprise? _____ Yes _____ No

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

**TOWN OF COLLBRAN
COMMUNITY DEVELOPMENT BLOCK GRANT**

SUBCONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

1. Legal Business Name: _____

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

4. Business DUNS Number (required with bid): _____

5. Attach proof of SAM registration (required with Bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

____ White ____ Black ____ Hispanic ____ Asian ____ Native American

7. Is the Contractor a Woman-Owned Business Enterprise? ____ Yes ____ No

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

ITEM F, PART I - FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of the project strictly adhere to, and comply with, all applicable federal, state and local laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of the project and/or contract. The Contractor shall also comply with and require compliance with these statutes and regulations in sub-agreements permitted with sub-contractors. A listing of some of the federal laws that may be applicable to the Work include:

- A. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- C. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
- E. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- G. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable, in accordance with U.S.C. and/or CFR.
- H. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- I. 42 USC 6101 et.seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 et.seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- J. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611
- K. Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et. seq.).

- L. The Age Discrimination Act of 1975 and its implementing regulation, 24 CFR Part 146.
- M. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as amended, and implementing regulation 45 CFR Part 84.
- N. Architectural Barriers Act, 42 U.S.C. 4151-4157; 24 CFR Parts 40 and 41.
- O. 24 CFR Part 85, concerning “Records retention, access to records, breach of contract and termination and bonding and insurance, Debarred contractors, and minority owned businesses”.
- P. Title VI of the Civil Rights Act of 1964 and implementing regulations.
- Q. 24 CFR Part 570; specifically including but not limited to 570.502, 503, 506 and 570.600 et. seq., sub-part K as applicable.
- R. 24 CFR Part 87 concerning “Lobbying.”

The Contractor shall include the foregoing provisions in any and all subcontract(s) and shall furthermore furnish certification/evidence of compliance to the City of its and any subcontractor’s compliance when requested by the City. Sanctions for non-compliance include but are not limited to withholding of payment and/or cancellation, termination, or suspension of the contract in whole or in part.

ITEM F, PART II -FEDERAL STATUTORY AND REGULATORY PROVISIONS

PURPOSE: The work to be performed under this Agreement is one an activity funded all or in part with federal Community Development Block Grant (CDBG) funds and is subject to applicable federal laws and regulations. This part contains the federal laws and regulations with which the CONTRACTOR/ SUBCONTRACTOR(S) is/are required to comply in the performance of the work. The contractual provisions of Special Provisions Item F Part II are made a part of the contract, and are hereby incorporated into this Agreement by this reference. In the event of any conflict in the provisions of this Part II and any other provisions not found in Part II, without specific statement of supersedure, the provisions of this Part II shall apply.

1. ACTIVITY RECORDS.

- a. Records to be Kept and Retention Period. Activity records shall be created and maintained by the CONTRACTOR, with respect to all matters covered by this Contract. Said records shall include, but are not limited to, accounting, purchasing, property, personnel, employment and fiscal matters relating to the project. Said records shall also include, but not be limited to, applicant, beneficiary, and employee information on race, age, sex, disability and familial status, if any. Such records concerning applicant and beneficiaries shall, in addition, include verifiable information on family address, family income (housing activities shall retain household income data which shall include income from all family members and other nonrelated members living in the household), and household size. All project records shall be retained by the CONTRACTOR for a period of three years after its receipt of the final payment of after all pending matters are closed, whichever date is later.
- b. Source Documentation. ALL CONTRACTOR costs, expenditures and obligations hereunder must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents or other documents showing in detail the nature of such costs and obligations.
- c. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this contract on the project shall be clearly identified and be made readily accessible to the CITY, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request therefore, for the purpose of making audits, reviews, evaluations, excerpts and transcriptions. At such times and in such

Form as may be required, the CONTRACTOR shall furnish to the CITY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph. The CONTRACTOR shall furnish such information at no cost.

2. ACCOUNTING AND FINANCIAL MANAGEMENT.

- a. Bonding Requirements. For all agreements involving construction work exceeding \$100,000, in addition to CITY requirements, the following items shall be required as a minimum to be submitted by the CONTRACTOR/SUBGRANTEE to the CITY as a condition of the

execution of this Agreement, a bid guarantee equivalent to five percent of the bid price, a performance bond for 100 percent of the agreement price, and a payment bond for 100 percent of the agreement price.

- b. Indirect Costs Prohibition. All costs to be reimbursed by the CITY to the CONTRACTOR shall be direct costs. Such direct costs shall be identified in an Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved shall be eligible for reimbursement, unless the CONTRACTOR/SUBGRANTEE already has a cost allocation plan meeting the Office of Management and Budget Circular, A-87 requirements, incorporated herein by reference and written documentation that the plan has been approved by HUD which shall also be incorporated herein by reference.
- c. Administrative Requirements and Cost Principles. CONTRACTOR, which is not governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non Profit Organizations", OMB Circular No. A-21 "Cost Principles for Educational Institutions," or 48 CFR Part 31 for for-profit organizations, and with the Attachment to OMB Circular No. A-110, as applicable.

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DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section Agreement For Construction Services Between Town of Collbran and Asset Engineering LTD
for Repair of the Collbran Auditorium

- General Conditions of the Contract
- Federal Labor Standards Provisions
- Supplemental Conditions to the Contract
- Davis-Bacon Wage Rate Determination

~~00-7000—General Conditions~~

~~00-8000—Supplementary General Conditions~~

- ~~Certificate of Bidder Regarding Equal Employment Opportunity~~
- ~~Non-Collusion Affidavit of Prime Contractor~~

FEDERAL CDBG FUNDING REQUIREMENTS

- Item F, Part I – Federal Requirements
- Item F, Part II – Federal Statutory and Regulatory Provisions
- ~~Federal Labor Standards Provisions~~
- ~~Davis-Bacon Wage Rate Determination~~
- ~~Section 3 of the Housing and Urban Development Act~~
- ~~FY 2024 Income Limits Summary~~

DIGITAL FILE WAIVER

DIVISION 1 - GENERAL REQUIREMENTS

- 01 0000 – General Requirements
- 01 1000 – Summary
- 01 2500 – Substitution Procedures
- 01 2600 – Contract Modification Procedures
- 01 2900 – Payment Procedures
- 01 3100 – Project Management and Coordination
- 01 3300 - Submittal Procedures
- 01 4000 - Quality Requirements
- 01 4200 - References
- 01 4339 – Mockups
- 01 5000 – Temporary Facilities and Controls
- 01 6000 – Product Requirements
- 01 7419 – Construction Waste Management and Disposal

- 01 7700 - Closeout Procedures
- 01 7823 - Operation and Maintenance Data
- 01 7839 - Project Record Documents
- 01 7900 - Demonstration and Training

DIVISION 2 – EXISTING CONDITIONS

Section 02 4119 – Selective Demolition

DIVISION 3 - CONCRETE

Not Used

DIVISION 4 - MASONRY

Not Used

DIVISION 5 - METALS

Section 05 1200 – Structural Steel Framing
05 5000 – Metal Fabrications

DIVISION 6 - WOOD AND PLASTICS

Section 06 1000 – Rough Carpentry
06 1600 – Sheathing
06 2013 – Exterior Finish Carpentry
06 2023 – Interior Finish Carpentry

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Section 07 1800 – Pedestrian Traffic Coatings
07 2100 – Thermal Insulation
07 2500 – Weather Barriers
07 4113.16 – Standing-Seam Metal Roof Panels
07 5423 – Thermoplastic Polyolefin (TPO) Roofing
07 6200 – Sheet Metal Flashing and Trim
07 7100 - Roof Specialties
07 7253 – Snow Guards

07 9200 - Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

Section 08 5200 – Wood Windows and Doors

DIVISION 9 – FINISHES

Section 09 2600 – Gypsum Board Systems

09 5113 – Acoustic Panel Ceilings

09 9113 – Exterior Painting

09 9123 – Interior Painting

DIVISION 10 - SPECIALTIES

Section 10 1419 – Dimensional Letter Signage

10 1423 – Panel Signage

10 4410 – Fire Extinguishers and Cabinets

DIVISION 11 - EQUIPMENT

Not Used

DIVISION 12 - FURNISHINGS

Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING SYSTEMS

Not Used

DIVISION 21 - FIRE SUPPRESSION

Not Used

DIVISION 22 - PLUMBING

Section 22 0529 – Hangers and Supports for Plumbing Piping and Equipment

22 1300 – Facility Sanitary Sewerage

DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING

- Section 23 0529 – Hangers and Supports for HVAC Piping and Equipment
 23 0593 – Testing, Adjusting, and Balancing for HVAC
 23 0700 – HVAC Insulation
 23 0993 – Sequence of Operations for HVAC Controls
 23 1123 – Facility Natural-Gas Piping
 23 3100 – HVAC Ducts and Casings
 23 3300 – Air Duct Accessories
 23 5400 – Furnaces

DIVISION 26 - ELECTRICAL

See Drawings.

DIVISION 27 - COMMUNICATIONS

Not Used

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

Not Used

DIVISION 31 – EARTHWORK

Not Used

DIVISION 32 - EXTERIOR IMPROVEMENTS

Not Used

DIVISION 33 - UTILITIES

Not Used

Chamberlin Architects, P.C.
437 Main Street
Grand Junction, CO 81501

ADDENDUM #2

Collbran Auditorium Repair
102 Main Street
Collbran, CO 81624

Project No. 2130

07/12/2024

The original Specifications dated 4/26/24 and Drawings dated on 4/26/24, for the project noted above are amended as noted in this Addendum. This Addendum may include revised Project Manual pages and/or Drawings that are to be inserted in the correct sequence in the Construction Issue. All bidders are required to include the items listed in the Addendum as part of their bid. This Addendum consists of **Sixteen (16)** pages.

Drawing changes are clouded.

Text deleted from the project manual by this addendum is indicated by Strikethrough (~~example~~). New text included in the Project manual is indicated in double underline typeface (example).

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
ADD 2-1	Section 02 8300 Lead Abatement: Add new section.
ADD 2-2	Section <u>Construction Contract – Auditorium Repair and Collbran – Federal CDBG Requirements</u> : Replace Section 8 – Wage Range Determination with the attached.
ADD 2-3	Drawing sheet A023 – Exterior Demo Elevations: Replace sheet in its entirety with the attached date 7/12/24.
ADD 2-4	Drawing sheet A201 – Exterior Elevations: Replace sheet in its entirety with the attached date 7/12/24.

END OF ADDENDUM 2

ARCHITECT: Chamberlin Architects, P.C.

BY: Patrick Hummel, AIA

SECTION 02 8300
LEAD ABATEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. This specification details the requirements for worker protection, containment, environmental protection, and waste disposal for the removal of lead paint when required by the Contract Documents before repainting or recoating. The CONTRACTOR shall implement programs and procedures which comply with the requirements of the specification and all applicable Federal, State and Local OSHA and EPA Standards and regulations. The CONTRACTOR shall perform the work with a minimal impact on the environment and protect all workers, OWNER and ENGINEER from lead and other safety and health hazards.

1.2 REFERENCES

A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 1. ANSI Z88.2 1980 Respiratory Protection

B. CODE OF FEDERAL REGULATIONS

- 1. 29CFR 1910.134 Respiratory Protection
- 2. 29CFR 1910.1025 Lead
- 3. 29CFR 1910.1200 Hazard Communication
- 4. 29CFR 1926.55 Gases, Vapors, Fumes, Ducts, and Mists
- 5. 29CFR 1926.62 Lead Construction Industry Standard
- 6. 40CFR 260 Hazardous Waste Management Systems: General

- 7. 40CFR 261 Identification and Listing of Hazardous Waste
- 8. 40CFR 262 Regulations for Hazardous Waste Generators
- 9. 40CFR 263 Regulations for Hazardous Waste Transporters
- 10. 40CFR 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 11. 40CFR 265 Interim Status Standards for Owner's and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 12. 40CFR 266 Standards for the Management of Specific Hazardous Waste and Specific types of Hazardous Waste Management Facilities

C. RESOURCE AND RECOVERY ACT (RCRA)

- 1. Hazardous Waste Characterization
- 2. Toxic Characteristic Leaching Procedure (TCLP)

D. NATIONAL INSTITUTE OF OCCUPATIONAL SAFETY & HEALTH (NIOSH):

- 1. NIOSH Method 7082
- 2. NIOSH 81-123, Occupational Health Guidelines for Chemical Hazards

E. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA):

- 1. OSHA CPL 2-2.20A, Chapter VIII: Sampling for Surface Contamination
- 2. OSHA Pub 3126 Working with Lead in the Construction Industry

F. STEEL STRUCTURES PAINTING COUNCIL (SSPC)

- 1. Guide 5 Guide to Maintenance Painting Programs
- 2. Guide 61 (CON) Guide for containing Debris Generated During Paint Removal Operation
- 3. Guide 71 (DIS) Guide for the Disposal of Lead Containment Surface Preparation Debris.

1.3 SUBMITTALS

- A. PRE-JOB SUBMITTALS: These submittals shall be made at least two (2) weeks before the start of any field work. Approval of the plan must be obtained prior to the start of any paint removal work.
- B. LEAD CONTAINING PAINT REMOVAL PLAN: Submit a detailed job-specific plan of the work procedures to be used in the removal of lead-containing paint. Obtain approval of the plan prior to the start of paint removal work. Prior to beginning work, the CONTRACTOR and sub contractors shall meet with the OWNER's representative to discuss in detail the lead containing paint removal plan, including work procedures and precautions. The plan shall include:

1. location, size, and details of lead control area.
 2. location and details of decontamination rooms, change rooms, shower facilities and mechanical ventilation system.
 3. eating, drinking, smoking and restroom procedures, interface of trades.
 4. sequencing of lead related work,
 5. collected wastewater and paint debris disposal plan
 6. air sampling plan
 7. respirators, protective equipment
 8. a detailed description of the method of containment of the operation to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air are not exceeded outside of the lead control area.
 9. air sampling, training and strategy, sampling methodology, frequency, duration of sampling, and qualifications of air monitoring personnel in the air sampling portion of the plan.
- C. CONTRACTOR'S TEST LABORATORY: Submit name, address and telephone number of the CONTRACTOR's testing laboratory selected to analyze the representative samples of wash water and debris by TCLP as required. This submittal must be approved by the ENGINEER prior to the start of lead removal work.
- D. HAZARDOUS WASTE MANAGEMENT PLAN: Submit a Hazardous Waste Management Plan for OWNER's approval. The Hazardous Waste Management Plan shall comply with applicable requirements of federal, state, and local hazardous waste regulations and address:
1. Identification of hazardous wastes associated with the work.
 2. Estimated quantities of wastes to be generated and disposed of.
 3. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24-hour point of contact. Furnish two copies of EPA, state hazardous waste permits and EPA Identification numbers.
 4. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
 5. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
 6. Spill prevention, containment, and cleanup contingency measures to be implemented.
 7. Work plan and schedule for waste containment, removal and disposal. Wastes shall be cleaned up and containerized daily.
 8. Cost for hazardous waste disposal according to this plan.
- E. MEDICAL EXAMINATION: Not Applicable

F. STATEMENTS:

1. Qualifications of CIH
2. Lead containing paint removal plan
3. Hazardous waste management plan

G. POST JOB SUBMITTALS:

1. Completion Date and Certificate of Completion.
2. Hazardous waste manifests (within 20 days of shipment offsite).
3. Employee Listings: An alphabetical listing of each employee used on this project and the dates that each employee worked on this project.
4. Employee Air Monitoring Results: A notarized copy of employee air monitoring results relative to OSHA respiratory level compliance.
5. Daily Sign In/Out Logs: Copies of logs showing each person who entered the work area. These logs shall contain the date, name, social security number, company represented and reason for entry into the work area.

H. SOIL TESTING

1. Not Applicable

I. DEFINITIONS

1. OSHA Occupational Safety and Health Administration.
2. NIOSH National Institute of Occupational Safety and Health.
3. CIH Certified Industrial Hygienist.
4. EPA United States Environmental Protection Agency
5. NESHAPS National Emissions Standard for Hazardous Air Pollutants.
6. TCLP Toxic Characteristic Leaching Procedure.
7. PEL Permissible Exposure Limit
8. *Abate or Abatement*. The elimination of exposure to lead-based substances that may result in lead toxicity or poisoning, by the removal of or encapsulation of

- lead-containing substances, by thorough cleanup procedures, and by post-cleanup treatment of surfaces.
9. *Area Monitoring:* The sampling of airborne lead concentrations within the lead control area and outside the exclusion boundary which may reach the breathing zone of CONTRACTOR employees or other personnel.
 10. *CONTRACTOR:* Any business entity, public unit, or person performing the actual abatement for a lead abatement project.
 11. *Containment System:* A containment system includes the tarps, screens, supports, shrouds and scaffold utilized to enclose a paint removal tool or enclose the entire worksite. Ground covers are also utilized as part of a containment system. When an existing floor, concrete slab, or the ground serves as the base of the containment, it shall be completely covered with impervious material such as solid panels of plywood or flexible materials such as tarpaulins. The materials shall be maintained throughout the project to avoid loosing debris through rips, tears, or breaks in the coverings. When the structure being prepared serves as the floor (e.g. bottom interior of tank), it shall remain uncovered to provide access for surface preparation and painting. The purpose is to minimize or prevent abrasive blast debris from entering into the environment and contain the blast debris within for collection and proper disposal.
 12. *Decontamination Unit:* A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. For the purposes of this project, a decontamination unit shall consist of a free-standing enclosed room with hot and cold or warm running water suitably arranged for complete showering during decontamination which is in close proximity to the work area(s).
 13. *Equipment Decontamination Enclosure System:* A decontamination enclosure system for materials and equipment, typically consisting of a washroom, an airlock, and a holding area.
 14. *Enclosure:* Procedures necessary to completely enclose material containing lead-based paint behind airtight, impermeable, permanent barriers.
 15. *Equipment Decontamination Enclosure System:* A decontamination enclosure system for materials and equipment, typically consisting of a washroom, an airlock, and a holding area.
 16. *Equipment Room:* A contaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.
 17. *HEPA filter:* A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97 percent of non-dispersed particles greater than 0.3 microns in diameter.
 18. *HEP Vacuum Equipment:* Vacuuming equipment equipped with a HEPA-filtration system.
 19. *Lead Abatement Project:* Any work performed in order to abate the presence of a lead-containing substance.
 20. *Lead-Containing Substance:* Any paint, or other surface coating material containing more than 0.06 percent lead by weight calculated as lead metal in the dried solid.

21. *Lead Control Area:* An area where lead paint removal operations are performed which is isolated by physical boundaries to prevent unauthorized entry of personnel thereby preventing the exposure to, or spread of lead. Physical boundaries shall be established and located such that the level of airborne lead shall not exceed 30 micrograms per cubic meter of air outside of the established boundary at any time.
22. *Lead Permissible Exposure Limit:* The exposure limit as required by 29 CFR 1910.1026 or 29 CFR 1926.55, as applicable.
23. *Removal:* The act of removing lead containing or contaminated materials from the structure under properly controlled conditions to a suitable disposal site.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 CONTRACTOR OPERATIONS

- A. The CONTRACTOR will carry out the lead paint removal operations in strict accordance with the approved lead removal plan and the requirements of this contract.

3.2 TRAINING

- A. CONTRACTOR and CONTRACTOR employees will be trained by the Certified Industrial Hygienist in the proper handling of lead; health hazardous and risks involved, including the illness possible from exposure to lead; use and limits of the respiratory equipment to be used; and the importance of engineering and other hazard control techniques and procedures used during lead removal. Personnel who will perform CONTRACTOR's personnel air monitoring required by this Contract shall be trained and qualified by the CIH to perform such monitoring.

- B. Only properly trained personnel shall be permitted to enter the containment area.

3.3 WARNING AND CAUTION SIGNS

- A. The CONTRACTOR shall provide signs posted at approaches to lead control areas. These signs shall be posted at such a distance that they may be read and necessary precautions taken prior to entering the control areas. Caution labels shall also be posted on lead waste disposal containers.
- B. Warning signs shall comply to 29CFR 1910.145 paragraph (d) (4) and shall display the following legend:

WARNING
LEAD WORK AREA
POISON
NO SMOKING, EATING OR DRINKING

3.4 DISPOSAL OF USED ABRASIVE:

- A. Test used abrasive in accordance with 40 CFR 261 to determine if it is a hazardous waste. Handle and dispose of hazardous waste in accordance with local State rules and regulations for Hazardous Waste Generation, Transportation, Treatment, Storage and Disposal, 40 CFR 260, 261, 262, 263, 264, 265, and 266.

3.5 DISPOSAL OF WASH WATER

- A. Residual water from pressure washing operations shall be collected and filtered with a two stage filter. The first filter stage being a 100 micron unit and the second, a 1 micron unit. The filtered water shall be tested and disposed of properly according to the test results. The filtered out paint chips and debris shall be tested and disposed of as specified in section 3.4.

END OF SECTION

"General Decision Number: C020240025 07/05/2024

Superseded General Decision Number: C020230025

State: Colorado

Construction Type: Building

County: Mesa County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	07/05/2024

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

PAIN0079-009 08/01/2022

	Rates	Fringes
PAINTER (Spray).....	\$ 25.11	10.95

* PLUM0003-009 06/01/2024

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 45.43	20.15

* PLUM0208-009 06/01/2024

	Rates	Fringes
PIPEFITTER, Excludes HVAC Duct, Pipe and Unit Installation.....	\$ 44.15	22.43

* SHEE0009-006 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation; Excludes HVAC Pipe Installation).....	\$ 39.47	21.83

* SUC02013-011 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00

CARPENTER.....	\$ 20.53	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.44	10.23
ELECTRICIAN.....	\$ 25.63	9.51
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 20.49	3.85
LABORER: Common or General.....	\$ 13.25 **	0.00
LABORER: Mason Tender - Brick...	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 19.56	2.05
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 24.26	10.66
ROOFER.....	\$ 16.18 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

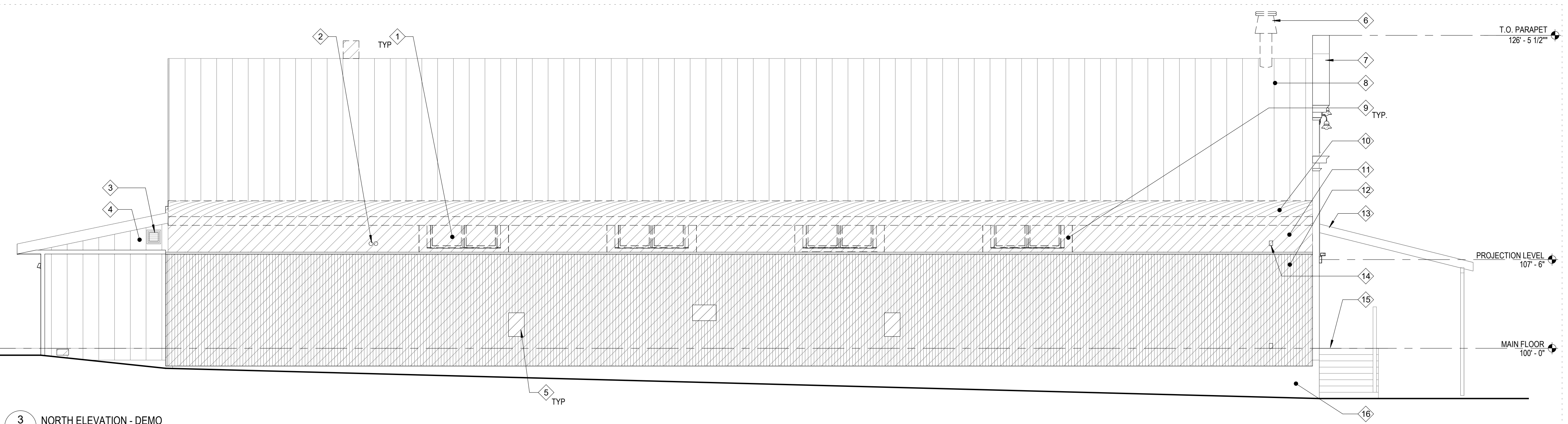
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END OF GENERAL DECISION"

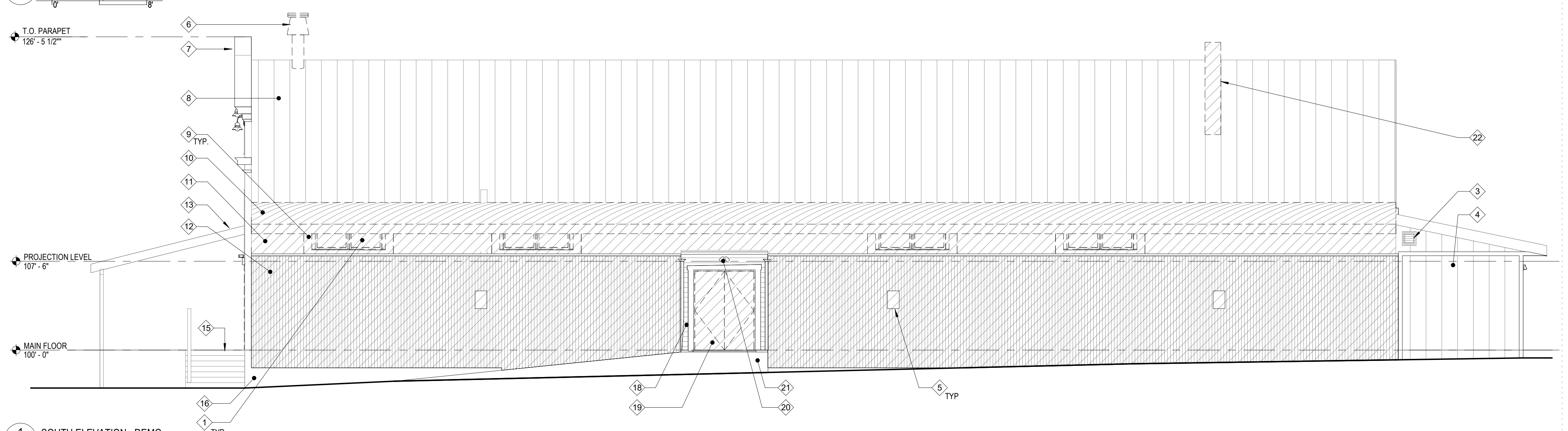
7/12/2024 8:46:37 AM
 ©/User/Parish/Chamberlin Architects PC/CA - Documents/Active/Projects/0130 - Collbran Auditorium SDP - WORKING DRAWINGS/RENTY/130-Collbran Auditorium/12222.rvt
 Town of Collbran
 Renovation of the Collbran Auditorium
 Contract Dated 07/16/24

EXTERIOR DEMO KEYNOTES:

1. DEMO CLERESTORY WINDOWS (TYP OF 4)
2. DEMO HVAC VENTING
3. ATTIC LOUVER (NO WORK)
4. T-111 SIDING TO REMAIN (NO WORK)
5. REMOVE SIGNS & TURN OVER TO OWNER (TYP OF 3)
6. DEMO VENT PROJECTOR VENT
7. WEST FACADE CORNICE, ABATE LEAD PNT, RE. SPECS.
8. DEMO EIGHT GAUGE CORRUGATED MTL ROOFING & SUBSTRATE
9. ORIGINAL DROP SIDING, REMOVE & STORE FOR REINSTALLATION. MAINTAIN AS MUCH AS POSSIBLE OF ORIGINAL CLERESTORY BUMP-OUT TRIM
10. DEMO CONT CLERESTORY OVERHANG
11. DEMO VERTICAL WD BOARD & BATTEN SIDING & ASSOCIATED OVER FRMG TO WD STUD STRUCTURE
12. DEMO CORTEN CORRUGATE MTL SIDING, RIGID INSULATION TO WD STRUCTURE
13. ENTRY CANOPY BYD (NO WORK)
14. REMOVE POWER OUTLET, RE. ELEC
15. WD ENTRY STAIRS (NO WORK)
16. CONC FOUNDATION (NO WORK)
17. EXG HORIZONTAL ASPHALT SIDING TO REMAIN
18. REMOVE & SALVAGE WD DROP SIDING & TRIM ALONG WITH PROTRUSION INTERIOR CLADDING. ALL EXTERIOR CLADDING TO BE REMOVED.
19. CONTRACTORS OPTION #1; EITHER DEMO EXT FRMG OR MODIFY IN PLACE.
20. DEMO DOOR/S
21. DEMO FROG EYE LIGHT FIXTURE, RE. ELEC
22. CONC RAMP & LANDING (NO WORK)
23. DEMO BRICK CHIMNEY SERVING ORIGINAL BOILER DOWN TO 12" ABV INTERIOR STAGE CLG
24. DEMO VERTICAL WD SIDING @ CLERESTORY/ROOF INTERSECTION (EA SIDE)
25. ELEC METER & BLD'G ENTRY
26. DEMO EXTERIOR LIGHT FIXTURE
27. DEMO CORTEN MTL SIDING @ ENDS, EA SIDE OF BLD'G
28. NOT USED
29. BASEMENT ENTRY DOORS (NO WORK)
30. GAS METER
31. EXG WD DROP SIDING, ABATE LEAD PNT, RE. SPECS.
32. WD CORNER TRIM, ABATE LEAD PNT, RE. SPECS.
33. FIXED WD WINDOW TO PROJECTOR ROOM, ABATE LEAD PNT, RE. SPECS.
34. WD DOUBLE HUNG WINDOWS (TYP OF 2), PRE FOR REPAIR WORK & ABATE LEAD PNT, RE. SPECS.
35. ENTRY CANOPY WITH SINGLE ROOFING (NO WORK)
36. DEMO DISPLAY CASE
37. MTL ROOFING (NO WORK)



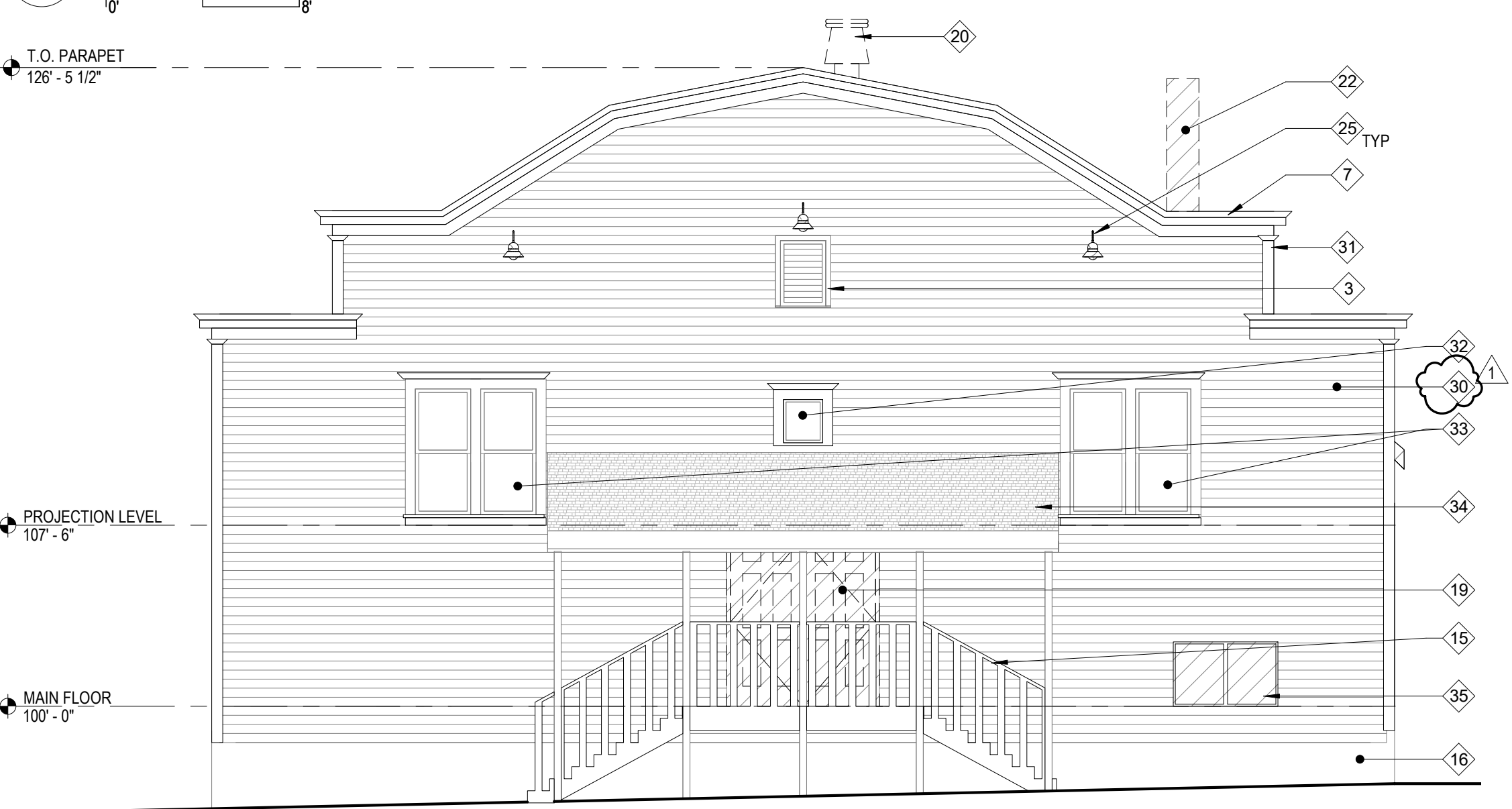
3 NORTH ELEVATION - DEMO
A023



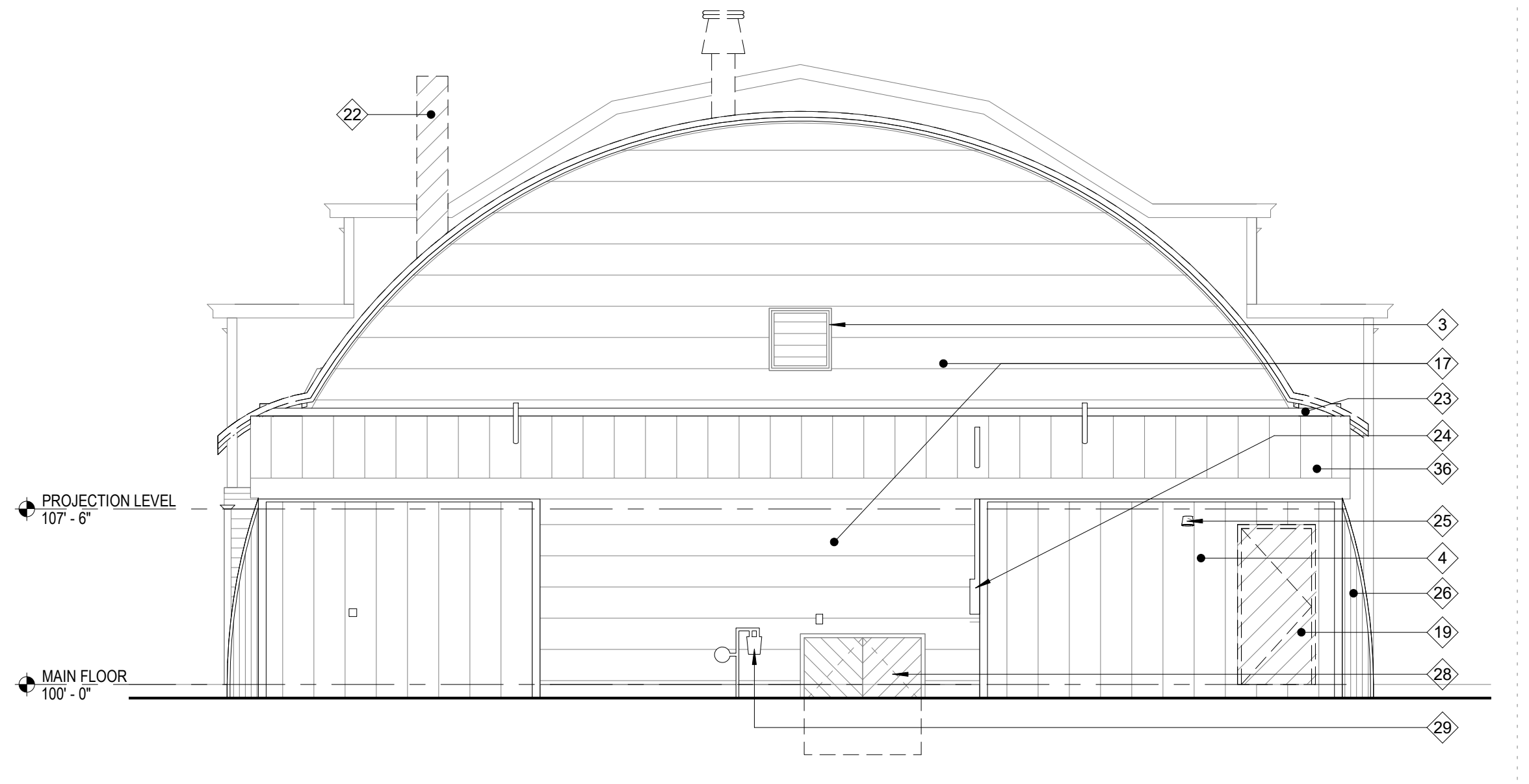
1 SOUTH ELEVATION - DEMO
A023

LEGEND

	EXISTING WALL TO BE DEMOLISHED
	EXISTING ITEM TO BE DEMOLISHED
	EXISTING WALL TO REMAIN
	EXISTING ITEM TO REMAIN
	NO WORK THIS AREA



4 WEST ELEVATION - DEMO
A023



2 EAST ELEVATION - DEMO
A023



437 Main Street
Grand Junction, CO 81501
970.242.6804
chamberlinarchitects.com



COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

EXTERIOR DEMO ELEVATIONS

NO: Addendum #2
ISSUED FOR:
DATE: 7/12/24

PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE: 4/26/2024
SHEET NO:

PROJECT NO: 2130
A023

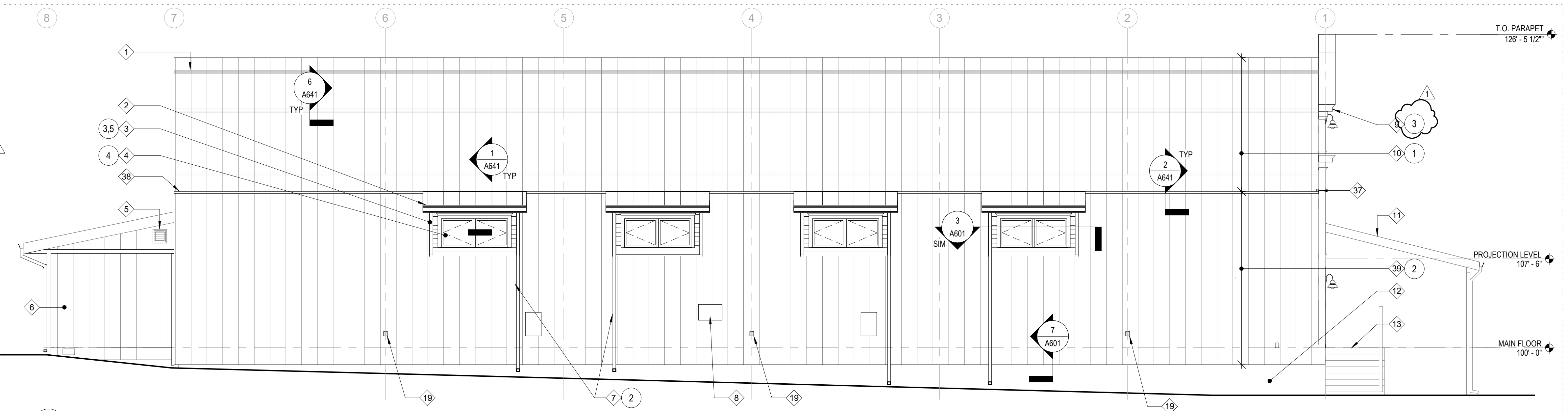
7/12/2024 8:45:39 AM

EXTERIOR ELEVATION KEYNOTES

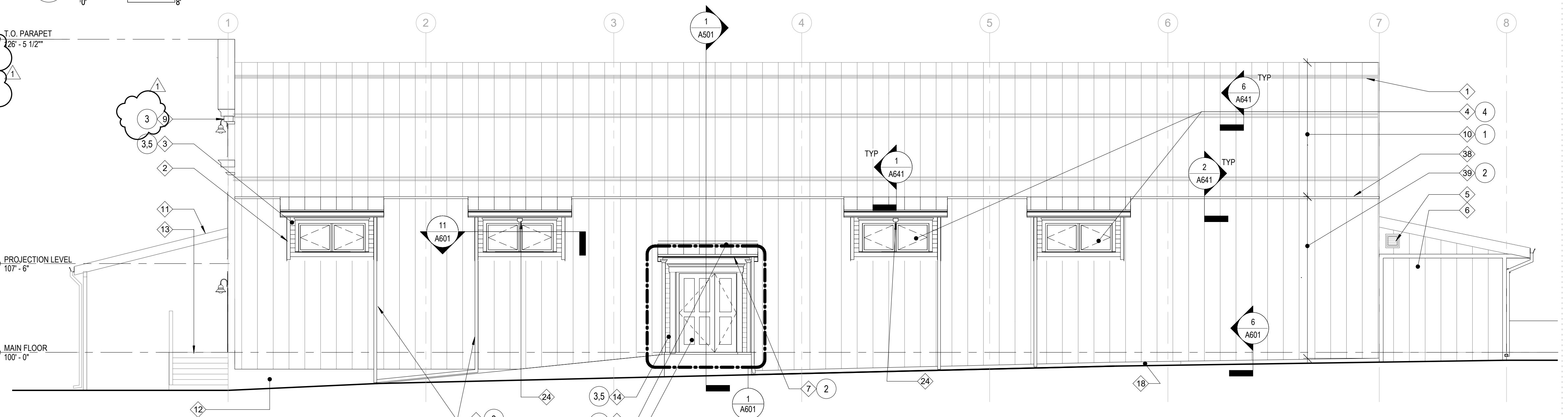
1. SNOW GUARDS (TYP OF 3, EXACT QUANTITY PENDING DELEGATED MANUFACTURER DESIGN)
2. RE-FRAME CLERESTORY BUMP-OUTS & OVERHANDS (TYP OF 4)
3. REINSTALL EXG DROP SIDING & TRIM SALVAGED FROM PREVIOUS PHASE
4. NEW ALUM CLAD WD CLERESTORY CASEMENT WINDOWS (TYP OF 4)
5. EXG ATTIC LOUVER (NO WORK)
6. EXG-111 SIDING & TRIM (NO WORK)
7. NEW PRE FINISHED MTL CUTTERS AND DOWNSPOUTS
8. COORDINATE W/ OWNER TO REINSTALL SALVAGED SIGN
9. WEST FACADE CORNICE, ABATE LEAD PNT, PRIME & PNT, RE: SPECS.
10. MECHANICALLY SEALED STANDING SEAM PRE FINISHED MTL ROOF
11. ENTRY CANOPY, BYD (NO WORK)
12. CONC FOUNDATION (NO WORK)
13. ENTRY STAIRS, BYD (NO WORK)
14. EXG WOOD DROP SIDING ENTRY PROTRUSION, REINSTALL AS MUCH OF SALVAGED SIDING & TRIM AS POSSIBLE. ADDITIONAL NEW SIDING & TRIM TO MATCH EXG
15. NEW ENTRY CANOPY W/ PRE FINISHED MTL STANDING SEAM ROOF TO MATCH FORM OF CLERESTORY OVERHANGS & HISTORIC PHOTOS
16. NEW ALUM CLAD WD DOUBLE ENTRY DOORS (ASYMMETRICAL), (4) PANEL VERTICAL STYLE
17. FURNACE VENTS, RE: MECH
18. CONCRETE FACED PERIMETER INSULATION PANELS BLW MTL WALL PANELS
19. QUAD POWER OUTLET, EXTERIOR RATED, RE: ELEC
20. LAP NEW ROOF FLASHING UP TO PARAPET, PROVIDE NEW 1/2" EXT PARAPET SHEATHING ON EXG FRMG
21. EXG LAP ASPHALT SIDING (NO WORK)
22. EXG PRE FINISHED MTL PANEL ROOFING (NO WORK)
23. INFILL WD 2x FRMG @16" O.C. @ EXPOSED ATTIC, PROVIDE SHEATHING, WEATHER BARRIER & WD DROP SIDING & TRIM TO MATCH EXG, EA SIDE (PNT)
24. NEW LIGHT FIXTURE, RE: ELEC.
25. NEW ALUM CLAD WD DOOR & FRAME, (4) PANEL
26. NEW WD DROP SIDING TO MATCH EXG ON WEATHER BARRIER (PNT)
27. EXG GAS METER (NO WORK)
28. NEW CAST ALUM LETTERS TO MATCH HISTORIC PHOTOS
29. NEW EXTERIOR LIGHT FIXTURES (TYP OF 4), RE: ELEC.
30. EXG WD DOUBLE HUNG WINDOWS, REPAIR TO MAKE FUNCTIONAL & WATERTIGHT. ABATE LEAD PNT, PRIME & PNT, RE: SPECS.
31. EXG WD CORNER TRIM, ABATE LEAD PNT, PRIME & PNT, RE: SPECS.
32. EXG WINDOW, ABATE LEAD PNT, PRIME & PNT, RE: SPECS.
33. EXG WD DROP SIDING, ABATE LEAD PNT, PRIME & PNT, RE: SPECS.
34. EXG CANOPY (NO WORK)
35. NEW ALUM CLAD WD DOUBLE ENTRY DOORS, (4) PANEL VERTICAL STYLE W/ NEW WD TRIM (PNT)
36. EXG STAIRS, LANDING & RAIL (NO WORK)
37. QUAD POWER OUTLET ATTACHED TO BACK OF PARAPET, EXTERIOR RATED, RE: ELEC.
38. HORIZONTAL PRE FINISHED MTL TRANSITION FLASHING TO MATCH MTL WALL PANELS BLW
39. SNAP SEAM STANDING SEAM MTL WALL PANELS

COLOR / MATERIAL LEGEND

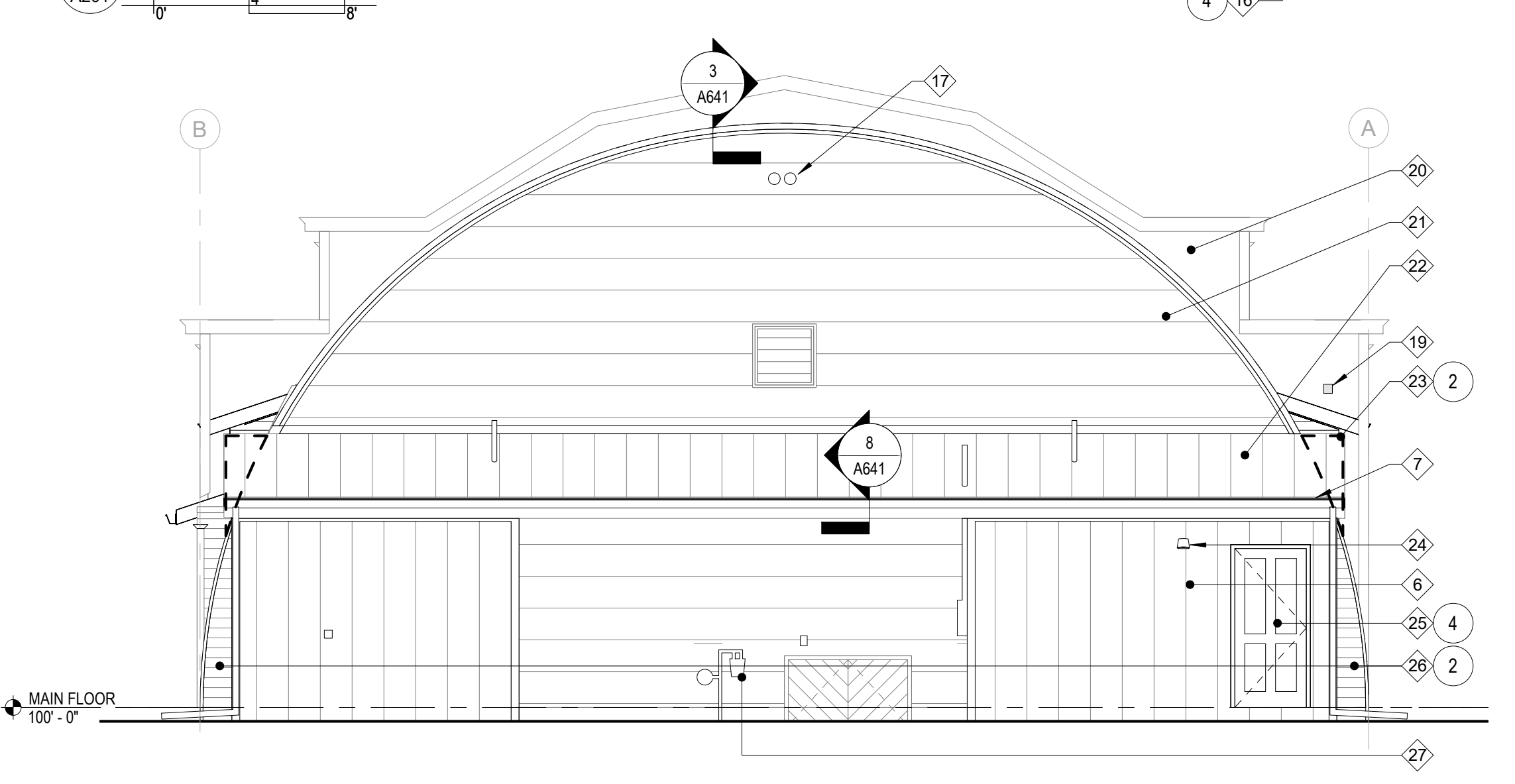
1. PRE FINISHED METAL - COLOR #1
2. PRE FINISHED METAL - COLOR #2
3. EXISTING / NEW WOOD TRIM PAINT - FRENCH ROAST
4. CLAD WOOD WINDOWS & DOORS EXTERIOR - AGED BRONZE
5. EXISTING / NEW WOOD SIDING - NETSUKE



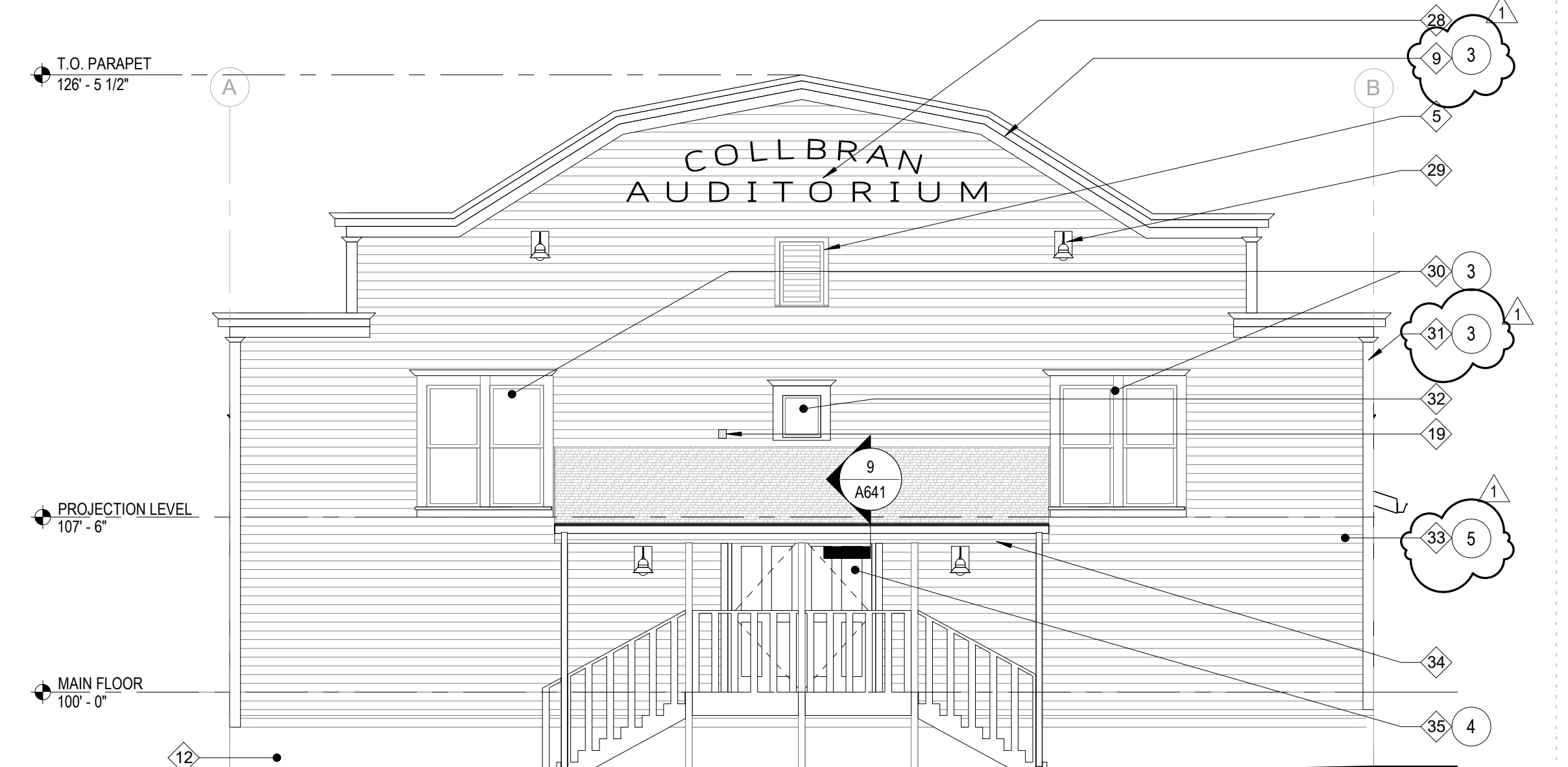
2 NORTH ELEVATION - NEW
A201



3 SOUTH ELEVATION - NEW
A201



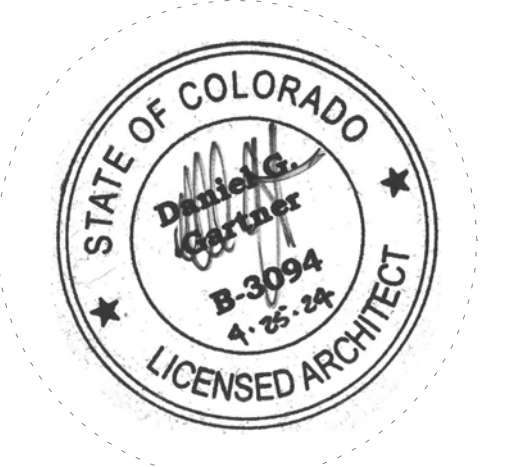
1 EAST ELEVATION - NEW
A201



4 WEST ELEVATION - NEW
A201



437 Main Street
Grand Junction, CO 81501
970.242.6804
chamberlinarchitects.com



COLLBRAN AUDITORIUM REPAIR

COLLBRAN, COLORADO

EXTERIOR ELEVATIONS

NO: Addendum #2
ISSUED FOR: 7/12/24
DATE:

PROJECT STATUS:
CONSTRUCTION DOCUMENTS

DATE: 4/26/2024
SHEET NO:

PROJECT NO: 2130
A201



Asset Engineering Limited

an employee-owned firm



Est. 1994

Town of Collbran **Auditorium Rehabilitation**

Request for Qualifications
Collbran, CO
January 23, 2024

Contents



- Cover Letter
- Pre-Qualification Criteria
- Proposed Staff
- Strategy and Implementation Plan
- Self-Performance, Workloads, and Fee Rate
- Additional Information

January 23, 2024

Melonie Matarozzo
Town of Collbran
1010 High Street
Collbran, CO 81624

Dear Ms. Matarozzo:

Founded in August 1994, Asset Engineering Limited is a Colorado corporation located in Grand Junction, Colorado. We have provided Construction Management/General Contracting services for multiple public projects as listed in the experience section of this document. As this submittal will show, our philosophy is to establish ourselves as a dependable resource for our clients by providing consistent, professional, and quality construction management and general contracting services.

Our experience with remodels and public entities, ability to meet owner budgets under fast-track schedules, and strong subcontractor relationships will enable us to provide exceptional CM/GC services for the Town of Collbran. This submittal will demonstrate that we have the experience necessary to manage the unique demands of public institutions including aggressive scheduling, staff safety, and tight budgeting controls. Additionally, this document will evidence our ability to provide quality services to our clients. Over the last few years, we have completed several projects for Colorado Mesa University, Caprock Academy, and Mesa County School District 51 including construction of a 62,000 square foot addition to Caprock Academy; an interior conversion of a dorm to create the Pinon Hall Innovation Center in eleven weeks; and the construction of Juniper Ridge Community School's new campus. We take great pride in our work and believe our efforts demonstrate our ability to meet the tough demands of working on a busy jobsite, the quality of our work, and the commitment we have upheld with the Owner to work in their best interest.

Additionally, as residents of Western Colorado, we understand the value and importance of utilizing contractors, suppliers, and workers from this area. Over the past two decades, we have developed strong relationships with our subcontractors and are able to receive the most competitive bids and scope costing available. It is through our ongoing relationships with other Western Slope firms and resources that we help our local economy and our neighbors. We strive to utilize local subcontractors and purchase materials and equipment from local vendors whenever possible and practical. We are committed to Western Colorado and its communities.

I look forward to the opportunity to work with your team on this project for the Town of Collbran. If you have any questions regarding this information, please do not hesitate to contact me.

Respectfully,



Jane Pizem

Asset Engineering Limited

Mobile: (970) 433-3319

Email: jane@assetengineering.net

Pre-Qualification Criteria

Composition and Management Structure

Asset Engineering was founded in 1994 by Merlin Schreiner. Merlin started his career as a general contractor in the early 1970s and worked on projects throughout the United States including the original Tomlinson Library Building at CMU and most of the City Market stores throughout Colorado and Utah. After over 20 years in the industry, Merlin started his own firm with the desire to focus on local construction and building a strong network of subcontractors and suppliers aimed at providing exemplary services and products in Western Colorado. With over twenty years in operation, Asset Engineering has set its mark in Western Colorado by establishing successful relationships with owners and subcontractors and completing distinctive properties throughout the region.

An Employee Owned Firm

In 2019, Asset Engineering transitioned from a solely owned S-Corporation to an employee-owned firm with the staff holding 100% of company shares. All qualifying employees participate in the company's Employee Stock Option Plan (ESOP). Not only does this program bring value to each of our employee owners, but also transfers to our clients through the quality, professionalism, and dedication of our committed staff.

Bonding Capacity

Asset Engineering has a single job bonding capacity in excess of \$25,000,000 coincidentally with current and anticipated workloads. Please refer to the bonding capacity letter provided by our agent at the end of this section.

Firm Office

The corporate office for Asset Engineering is located in Grand Junction, Colorado and falls within the 150 mile radius of the project site. The physical and mailing addresses are provided below and Asset Engineering has operated out of the Grand Junction location for over two decades.

Office Location

1007 S. 7th Street
Grand Junction, CO 81501

Mailing Address

PO Box 4382
Grand Junction, CO 81502

Liability Insurance

Asset Engineering Limited has the ability to meet the insurance requirements for this project. Please refer to the insurance certificate included at the back of this section of the RFQ response.

Relevant Experience

Refer to the following pages for a description of the following renovation projects completed by Asset Engineering within the last 5 years:

<u>Owner</u>	<u>Project Name</u>	<u>Contract Amount</u>
Wieker Family Investments	Ramblebine Brewery	\$1,942,276
State of Colorado DMVA	Western Region One Source	\$3,051,347
MMM&T	660 Rood Core & Shell/Tenant Finish	\$918,719

Ramblebine Brewery

457 Colorado Ave., Grand Junction, CO 81501



Asset Engineering Limited provided CM/GC services for Ramblebine Brewing Company. The project required extensive value engineering to achieve a modern, high-end look within a strict budget. The existing building was built in 1908 and is located in downtown Grand Junction. Modifications made to such an old building required careful attention to many factors not common in new construction. The age of this building presented many challenging scopes of work including: deep foundation repairs, carefully cutting in large openings in the deteriorating brick walls for overhead doors, and adding to the buildings existing structure. Asset Engineering also poured a new interior slab, repaired existing brick to maintain the historic look of the building, rebuilt one exterior wall, added storefront, installed new HVAC and electrical systems, installed a fire suppression system, and worked closely with the interior designer to install custom woodwork. Though the construction schedule was impacted by COVID causing material delays and labor shortages, Asset Engineering pushed to obtain a TCO on time which allowed the owners to begin their brewing process while we installed the delayed items. This enabled the owners to open the brewery in time for their Grand Opening.

Project Team:

Project Manager:	Jane Pizem
Assistant Project Manager:	Derek Hamilton
Superintendent:	Derek Hamilton
Contract Value:	\$1,942,276
Square Footage:	6,020

Owner Reference:

Eli Gerson
Ramblebine Brewing Co.
 (303) 349-2634
 eli@ramblebinebrewing.com

Architect Reference:

Shane Martin
Arrow B Architecture
 (303) 954-8222
 shane@arrowbarchitecture.com

Western Region One Source Remodel

482 28 Rd., Grand Junction, CO 81501



Asset Engineering Limited was hired to provide CMGC services to the State of Colorado Department of Military and Veterans Affairs. The project aimed to take the 13,820 square foot Colorado Army National Guard building, originally constructed in 1958, down to its core and shell and rebuild and remodel it to a modern multiuse facility. The renovations included upgrades to the existing structure to meet current building codes and ensure ADA compliance; upgrading fire suppression system; replacing the existing roof; renovating the space to include several offices, a reception area, and multiple classrooms; and new mechanical, electrical, and plumbing systems. Additionally, the original building featured large, exposed wood architectural features that required careful protection throughout all phases of construction. By carefully planning and implementing the protections of the existing features, AEL was able to deliver a finished product that celebrated the historical construction of this 1958 building.

Project Team:

Project Manager:	Sam Tilford
Assistant Project Manager:	Jane Pizem
Superintendent:	Bryan Doyle
Contract Value:	\$3,051,347
Square Footage:	13,820

Owner Reference:

Domenick Scarimbolo
Colorado Department of Military and Veterans Affairs
 (720) 250-1372
 Domenick.j.scarimbolo.nfg@mail.mil

Architect Reference:

Eric Tscherter
Chamberlin Architects
 (970) 242-6804
 etscherter@chamberlinarchitects.com

660 Rood

660 Rood Ave, Grand Junction, CO 81501



Asset Engineering Limited was hired to provide CMGC services to remodel a commercial building originally built in 1963. The building is located at 660 Rood Ave. in downtown Grand Junction, CO. The project required Asset to demolish the interior of the 6,000 square foot building down to its core and shell and rebuild and reconfigure the building to accept three separate tenants. The renovations included modifications to the existing structure to accommodate the new floorplan and add exterior openings; upgrading the HVAC and electrical systems; replacing the existing roof; and relocation of two restrooms. Asset Engineering then completed the tenant finish for each of the three units in accordance with the tenant's floorplan and finish selections to best serve their individual uses.

Project Team:

Project Manager:	Derek Hamilton
Assistant Project Manager:	Jane Pizem
Superintendent:	Daniel Van Hoose
Contract Value:	\$918,719
Square Footage:	6,080

Owner Reference:

Mike Foster
 MMM&T and CBC Prime Properties
 (970) 244-6602
 mfoster@cbcwest.com

Architect Reference:

Robert Gregg
 Gregg Associates
 (970) 260-6197
 Rbgre9@aol.com

Grant Experience

Asset Engineering has worked on multiple public projects that have been funded through a wide variety of grants. Asset Engineering is currently the General Contractor for an interior remodel of the Boys and Girls Club in Montrose. This is a Davis Bacon project and is funded through a DOLA grant. The most recent public projects completed by Asset Engineering Limited have been schools for Colorado Mesa University, Mesa County School District 51, and Garfield Re-2 School District. While these projects did not fall under Davis Bacon, they did require their own specific reporting requirements to meet the needs of their funding sources. The staff at Asset Engineering have demonstrated over the years an aptitude to adapt to each of their clients reporting and documentation needs and achieve the standards expected by each funding agency. We are confident that we can provide the same service to Collbran and their funding partners.



**HOME LOAN
INSURANCE**

January 17, 2024

Town of Collbran
1010 High Street
Collbran, CO 81624

RE: Asset Engineering Limited Bonding Program/Auditorium Rehabilitation

To Whom It May Concern:

As a representative of Merchants Bonding Company, our agency manages the surety bond program for Asset Engineering Limited. They are a valued customer and we extend our highest recommendation as they have a solid reputation for successful and timely completion of projects.

Asset Engineering has the financial strength that has allowed them to secure a single job bonding capacity in excess of \$25,000,000. The aggregate bonding capacity has been left open ended due to the company's positive track record. Should larger projects present themselves we would gladly consider them.

Please understand that the formal approval of any bond is subject to a review of the contract terms and conditions, financial position of the company at the current time, and other underwriting conditions at the time of request. This letter should not be construed as a formal commitment to bonds at this time.

Please feel free to contact me with any concerns or further inquiries.

Regards,

Darren Coltrinari
Account Executive

Proposed Staff

Team Experience

The Asset Engineering Project Team has worked together exclusively as a team for several years. The Project Team has worked on projects as GC, CM/GC, and Design/Build, specifically with Colorado Mesa University, Mesa County, the City of Grand Junction, Mesa County School District 51, and the State of Colorado, all which presented challenging, fast-tracked schedules and campus driven delivery requirements. The Asset Engineering Team understands the strict requirements of construction contracting including scheduling, site management, budget limitations, quality requirements, and the need to work closely with the Owner and Architect to achieve the target goals for the project. The Project Team has developed and implemented strategies for delivering these challenging tasks successfully by implementing effective communication throughout the project. The experience of each team member, as profiled in the following resumes, demonstrates the ability of the Project Team to deliver these projects.

Staff Assignments

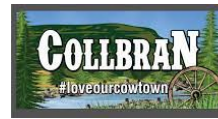
The following individuals have been selected to serve as the Project Team for your project:

<i>Project Manager</i>	Derek Hamilton	100% time commitment
<i>Assistant Project Manager</i>	Jane Pizem	50% time commitment
<i>Superintendent Candidate</i>	Brian Doyle	100% time commitment

All Asset Engineering employees are located in the Grand Junction, CO office.

A Team Approach

Asset Engineering firmly believes that the success of our company and our projects is achieved through a team approach with each project Owner and Architect. The AEL staff will work closely with each member of the project team to ensure that we deliver a project on time, on budget, and that serves the needs of our client.



Town of Collbran



CMU University Center Expansion



CMU Dining Expansion

Derek Hamilton, Project Manager



References

Shawna Grieger
WCCA
970-245-1384

John Potter
Blythe & Co.
970-778-3438

Ken Peltier
KP Drywall
970-275-8509

Education

Colorado Mesa University
B.S. Construction Management; Minor in Business Administration

Experience

10 years commercial construction experience

Significant Projects

- Les Schwab Tire Center Grand Junction East, Grand Junction, CO
- Allure Salon and Spa, Grand Junction, CO
- Independence Academy School Addition, Grand Junction, CO
- Ramblebine Brewery, Grand Junction, CO
- Juniper Ridge Community School, Grand Junction, CO
- 2130 Bond Street, Grand Junction, CO
- Mount Garfield Middle School, Clifton, CO
- 2138 Bond Street Remodel, Grand Junction, CO
- Mesa County Animal Services Remodel, Whitewater, CO
- Veterans Memorial Cemetery, Grand Junction, CO
- Ross Montessori Charter School, Carbondale, CO
- Grand Valley Center for Family Learning, Parachute, CO

Jane Pizem, Assistant Project Manager



References

Shane Martin
Arrow B Architecture
(303) 954-8222

Ken Peltier
KP Drywall
970-275-8509

Darren Coltrinari
Home Loan Investment Co.
(970) 254-0828

Education

University of Notre Dame
B.B.A. Accounting
Regis University
Master of Arts in Education
Colorado State University
Master of Professional Accounting

Experience

Over 10 years of accounting and finance experience. Ten years in commercial construction accounting and project management. 2 years IT auditor, PricewaterhouseCoopers

Significant Projects

- Les Schwab Tire Center Grand Junction East, Grand Junction, CO
- Independence Academy Addition, Grand Junction, CO
- Caprock Academy School Addition, Grand Junction, CO
- Juniper Ridge Community School, Grand Junction, CO
- Palisade High School Renovation and Gym Addition, Palisade, CO
- Mount Garfield Middle School, Clifton, CO
- Colorado Mesa University UC Expansion, Grand Junction, CO
- Las Colonias Amphitheater, Grand Junction, CO
- Colorado Mesa University Wingate Hall, Grand Junction, CO
- Colorado Mesa University Mav Center Expansion/Remodel, Grand Junction, CO

Brian Doyle, Superintendent



Education

Heartland High School Graduate
Eastern Michigan University, 2 years

Experience

20 plus years of general construction experience – concrete, painting, landscaping and carpentry. Over 15 plus years at Asset Engineering Limited - Assistant Superintendent, Superintendent

Significant Projects

- Les Schwab Tire Center Grand Junction East, Grand Junction, CO
- Colorado Mesa University Lineworker Building, Grand Junction, CO
- Veterans One Source, Grand Junction, CO
- Las Colonias Amphitheater, Grand Junction, CO
- Colorado Mesa University Mav Center Expansion Phase 4, Grand Junction, CO
- Colorado Mesa University Wingate Hall, Grand Junction, CO
- Rio Blanco Design Build Capitol Project, Rangely, CO
- Colorado Mesa University Maverick Center Expansion and Remodel Phases 1-3, Grand Junction, CO
- Colorado Mesa University Tennis Center, Grand Junction, CO
- Colorado Mesa University Forensic Investigation Research Station, Grand Junction, CO
- Tractor Supply Co., Gunnison, CO
- Russel Stover Candies, Montrose, CO

References

Joanne Iglesias

State of CO, Division of
Veterans Affairs
(970) 257-3761

Brian Groves

ASCO Construction
(970) 260-3948

Ed Roberts

Roberts Plumbing and Heating
(970) 234-0273

Strategy and Implementation Plan

After a thorough review of the design documents provided in the bid documents, we identified several elements in the project that will require careful planning and a coordinated effort by the Project Team. Most of the challenges we anticipate encountering on this project will take place in the Demolition and Structural Repair phases of the project. One of the biggest challenges we have encountered on similar projects in the past is the “salvage for reuse” scope of work. The items noted to be salvaged are very old and likely fragile. We will need to take extra precautions during the demolition, storage, and reinstallation process to ensure that these items are not damaged and can be reinstalled or saved for future use. Many of the items to be salvaged are wood products which could have varying levels of quality due to weathering over time. We will evaluate each item individually before demolition and devise a specific demo plan for each condition to make our best attempt at salvaging the material.

Another item that is marked for salvage are the HVAC diffusers and grills. Salvaging these items is not typically a concern but, on this project, the asbestos abatement crew is designated to remove the ceiling. Typically, the asbestos abatement crew is on site prior to General Contractor. However, in this case, we will need to carefully coordinate with them ahead of time to make sure that the HVAC trim is not discarded or damaged.

Another large challenge through the Demolition and Structural Repair phases is going to be the protection of existing finishes. For this project, the asbestos abatement crew is in charge of demolishing the plaster ceilings. This leaves the potential for having large chunks of heavy material falling from ceiling height. Precautions will need to be taken to protect the existing floor from damage. We plan to install a layer of padded floor protection beneath a layer of plywood to prevent any falling material from damaging the existing floor finish.

Additionally, the existing finishes will also need to be protected during the removal of the existing roof that will allow access for the structural modifications. We will work with the roofing and framing contractors to try and minimize the duration of time that the structure is open to the elements. Any time the structure is required to be left open, we will utilize plastic sheeting and temporary framing to create a weather barrier for the building.

The final challenge we anticipate relates to the access on the South side of the building. There is a narrow sidewalk that does not leave very much space between the structure and the road. Also, there are powerlines above this sidewalk that will likely prevent crane or lift access from the south side. Within our estimate for this project, we will include the costs necessary to provide for ariel access from the North parking area for all affected work. Additionally, after a thorough review of the access needs for the work to be performed on the South side of the building, we will coordinate with the Town of Collbran to ensure any sidewalk or lane closures have minimum impact on the community and summer events.

For further information regarding our general approach to Project Management, please refer to the Additional Information section of this document.

Self-Performance, Workloads, and Fee Rate

Self-Performed Work

Asset Engineering Limited anticipates self-performing the requirement to protect existing finishes. All other project scopes will be subcontracted to skilled trades.

Current and Anticipated Workloads

Asset Engineering is under contract to complete the following projects:

Coal Ridge High School – Construction Schedule: 5/2023-1/2024

Sunshine Rides – Construction Schedule: 8/2023-2/2024

Black Canyon Boys and Girls Club – Construction Schedule: 1/2024-5/2024

Les Schwab Tire Center Delta – Construction Schedule: 9/2023-5/2024

San Miguel Power Association – Construction Schedule: 1/2024-2/2024

El Jets – Construction Schedule: TBD

Expected Overhead & Profit Rate

The anticipated Overhead & Profit Rate for this project is 6%.

Additional Information

Our Approach to Project Management

Our Project Team consists of the Project Executive, Project Manager/ Estimator, Project Superintendent and Assistant Superintendent. Please review our organizational chart and resumes to become familiar with these individuals. Our Project Management Approach will be tailored specifically for your project. We will implement our action plan to meet the dates of completion set by the Owner and at the same time provide the necessary focus to control costs and adhere to established and expected quality standards.

The completion dates for many projects require an extremely aggressive plan of action. We will begin our work by generating a preliminary Project Schedule for your project. The Project Schedule will be reviewed, refined, and updated as more information becomes available for the project. The Project Schedule is the primary tool used to ensure the project is completed in a timely manner with quality construction in every regard.

After award of the CM/GC and A/E contracts, the immediate focus will be to get the approved design to a sufficient level to allow bidding of the project. Advertising for required trades and materials must start immediately along with prequalification of critical subcontractors. Items with long lead times are identified immediately and ordered as needed to meet the intended construction schedule. The Project Budget must be compiled and reviewed continuously during the bidding process to allow the value engineering and alternate pricing to take place without delaying down the procurement process. We will work closely with the Design Team to review constructability issues and potential cost issues due to material selections. Additionally, we will provide alternate means and methods wherever possible to expedite the schedule and ultimately reduce costs.

Pre-Construction Phase

- Study of the Program Plan, Preliminary Documents, and Owner's Operations in order to gain a complete understanding of the needs and goals of the project.
- Acquire a complete understanding of the Owner's operations, the effects of the project on those operations, and generate a construction plan to keep disruptions to Owner operation to a minimum.
- Provide a thorough and accurate preliminary Project Estimate to establish a base line for the costs of the project.
- Generate a preliminary Project Schedule for approval.
- Evaluate materials and methods of the proposed construction. Provide Value Engineering alternates to improve the cost/SF ratio. Continue to refine the construction estimate to meet the budget for the project.
- Market and advertise the project for bidding. Evaluate subcontractors and suppliers to determine adequate coverage of the project using qualified firms. Review bids and complete the Project Budget utilizing actual bids and prices to align with the Project Budget. Submit compiled Project Budget to Owner for review and approval.
- Establish the Guaranteed Maximum Price and submit Schedule of Values for approval.

Construction Phase

- Generate subcontracts and purchase orders based on compiled and approved Project Budget. Establish Schedule of Values based on buy out of the project.
- Generate final Project Schedule for approval by Owner/Architect. Implement the schedule into the construction process.
- Establish dates, times, and agendas for Owner/Architect/Contractor meetings. Implement meetings on regular basis to review progress of project.
- Provide complete project management and supervision for construction of the project. Implement Quality Assurance and Quality Control Program. Implement Safety Program and monitor subcontractor compliance to both QA/QC and Safety Programs. Establish procedures for and implement Record Documentation.
- Implement Cost Control Program. Provide weekly internal review documents and monthly Cost Control Summaries to Owner/Architect for review and approval.
- Determine and implement procedures for Project Closeout, equipment startup and commissioning, and warranty documentation.

Cost Control

Cost Control under the CM/GC approach is relatively simple compared to a Lump Sum Project or a Cost Plus a Fee Project due to the fact the majority of the work is subcontracted and the CM/GC is providing very little, if any, self-performed work. Further, the GMP establishes a limit for the cost of construction and the CM/GC is obligated by contract to not exceed this limit in terms of the cost to the Owner.

Utilizing a proprietary Excel based program, the Cost Control will be produced based on the approved Schedule of Values for the GMP. The Schedule of Values will be broken down and each activity will be assigned a Cost Control Code number using the ASI Format. Each week or month, time cards, invoices and subcontractor pay applications received for this project will be reviewed, approved, and coded according to the Cost Control. Incremental costs will be entered into the Cost Control System accordingly and a weekly or monthly cost control summary will be prepared for review. Based on the original GMP budget, the Cost Control will determine the variance from the budget dependent upon actual labor, material, equipment, and subcontractor costs incurred. Discrepancies of budget versus actual cost of construction will be identified early in the process in order to allow for planning to account for these discrepancies.

Value Engineering

Value Engineering is a tool for evaluating means, methods, and materials used to complete the project. Based upon our experience and knowledge of the construction process, we will evaluate these items and offer proposed alternates for consideration to the Owner and Architect. The aggressiveness of the Value Engineering process will be dependent upon the status of the Project Estimate as compared to the Project Budget. During the Preconstruction Phase, we will evaluate all available options for means, methods, and materials in order to provide available and realistic alternatives to the construction process while still maintaining the desired levels of function and aesthetics of the project. During the Construction Phase, we will continue to evaluate and analyze the construction process and provide available alternatives in order to reduce costs whenever practical and in keeping with project goals. 100% of any savings realized due to Value Engineering will be returned to the Owner.

Quality Control

Quality Control is one of the primary responsibilities of the Project Superintendent. Experience and knowledge of the construction process is imperative in order to evaluate and judge the quality of work being put into place. Our Project Superintendent will become intimately familiar with the contract documents, material submittals, and performance requirements in order to be able to evaluate and judge all components of the project. Further, diligent use of independent testing agencies will be employed to determine compliance with all required standard based performance requirements (soils testing, concrete sampling and testing, etc.). Any materials or methods that do not meet the requirements of the contract documents will be removed and replaced at no additional cost to the Owner. Our strategy is to continually perform in-house punch lists during the Construction Phase in order to eliminate most, if not all, punch list items at the Close Out Phase of the project.

Schedule Control

Utilizing Microsoft Project, a preliminary schedule will be produced using the Gantt Method. Once the GMP has been approved and the bidding completed, a comprehensive Construction Schedule will be produced utilizing the Critical Path Method. This Schedule will be submitted for approval. The approved Project Schedule will be made part of all Subcontracts. Adherence to the schedule will be a requirement for each Subcontractor working on the project. The Project Schedule will be reviewed at each weekly OAC meeting. Adjustments to the working hours, or days, or implementation of overtime or additional manpower will be required if Subcontractors are not in compliance with the Project Schedule. Any costs for overtime or manpower will be borne by the Subcontractor if they have not met the requirements of the Schedule. The Project Schedule will be updated to show progress or adjustments to the Schedule on a weekly basis for review and approval by the Owner/Architect.

Colorado Discover Ability



Asset Engineering Limited – Corporate Office





Independence Academy

675 29 Rd Grand Junction, CO 81504
Phone: (970) 254-6850 Fax: (970) 241-2064

To whom it may concern,

Asset Engineering Limited worked with Independence Academy Charter school on phase two of our school construction project. Our relationship with Asset Engineering Limited started in 2020 and has continued through the project and has even grown into a community partnership that has improved our school.

Their continued ability to present and thoroughly communicate professional plans at every step during the capital construction project made us feel at ease. Asset is the perfect balance of business and community. As a business they know their trade, understand the markets, and having subcontractors we can trust. Asset knows and takes pride in being part of the Grand Junction Community, giving back to our school through activities and always valuing their relationship with us, in and outside of the project.

As the head of the school, I especially liked they took an interest in our students, really made them a part of the construction experience. Asset Engineering Limited put together activity boxes for all grade levels to help our teachers discuss grade appropriate concepts of construction to students. A blog was made, so students and the community could watch our mascot "Phil the Phoenix" befriend "Coney the construction cone" on his adventures through the project. Not a day goes by that a student doesn't still come by to say "hi" to Coney, who now sits in my office.

Asset Engineering Limited has gone above and beyond not only supporting the construction project even a year after the project has been complete but Asset continues to take part in our school as a community partner and have designed a construction challenge that our entire middle school will take part in December.

I highly recommend working with Asset Engineering Limited. Their professionalism, communication, and dedication to the Grand Junction Community at large is impressive. They work especially hard to do things right the first time and have a relentless attention to detail, all while being approachable, personal, and a joy to work with.

If you would like to discuss my experience with Asset Engineering Limited please feel free to contact me via email or by phone.

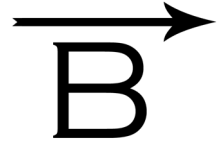
Sincerely,

Lisa Gonsalves

Executive Director

Independence Academy Charter School

(970)254-6850



ARROW B ARCHITECTURE, LLC
6464 S. Quebec St.
Bldg 5 Suite #200
Centennial, CO 80111
www.arrowbarchitecture.com
303.954.8222

03.15.2021

RE: Reference for Asset Engineering Limited

We had the privilege to work with Asset on the core/shell renovation and tenant finish for Ramblebine Brewing Company at 457 Colorado Avenue in Grand Junction, Colorado.

We have completed many core/shell and brewery projects - attention to detail and a willingness to collaborate are essential in a general contractor. We are in the Front Range and this was our first project on the Western Slope. After meeting with several GCs in Grand Junction, Asset emerged as the *clear* choice for the team.

As a long-distance teammate, Asset had to coordinate with local building department officials, inspectors, and consultants as our 'eyes and ears' for the project. They did so with great efficiency and typically brought solutions to the table when issues arose. They deftly managed communication with Arrow B and the interior designer – no small feat considering the high demand for design balanced with constructability and cost. Asset did so seamlessly and professionally.

Asset worked tirelessly on the client's behalf – weighing every decision and tracking every dollar as if it were their own. They were a true teammate in the process, and we would be happy to work with them again in any capacity. You cannot ask for more than that in a general contractor.

Sincerely,

Shane Martin, AIA
Principal – Arrow B Architecture, LLC



PALISADE HIGH SCHOOL

3679 G Road Palisade CO 81526
(970) 254-4800 970-464-5102 - Fax



Inspire, Empower, Challenge and Educate for a Global Community

Daniel F. Bollinger, Principal
Jackelyn Anderson, Assistant Principal
Zeb Hayward, Assistant Principal
Gregg Hawkins, Athletic Director/Assistant Principal

To Asset Engineering,

It is hard to believe that last year at this time I had to wear a hardhat, long pants, and close toed shoes to enter into a building without a roof on it! It is amazing what was accomplished in less than 1 year. I wanted to take this opportunity to say "Thank You!" from the staff at Palisade High School for the work you completed

Your company was professional, courteous to our staff, and always kept the safety of our staff and students at the forefront of your project. I have received nothing but positive feedback from people that I "eagerly" show our new area of the building to. It has been said to me more than once, "This is like a college facility!"

You managed the construction of the new auxiliary gym area which included: a new gym, two sets of locker rooms, separate locker room for officials, laundry room, storage room, two sets of public restrooms, and an athletic training room on the inside; a new driveway, trash container area, and irrigation for and replanting the grass areas on the outside. At the same time they also managed the remodel of our existing building including new sidewalks, updating our awnings, replacing the roof on the entire building, remove and replace air conditioning units, flooring in the restrooms and cafeteria, replaced ceiling tiles and lighting and I am sure that I have missed some things.

The most impressive thing to me is that they did all of this in such a timely manner that we did not miss a single day of school! I got to know Merlin and his team very well through our weekly meetings and daily interactions with Dan and Henry on the job site and they were a pleasure to work with. If there was something that was not right with the project, they were quick to correct it and were very persistent with the subcontractors doing the sub jobs ensuring high quality work. I almost forgot one of the most important parts of the project, budget. They were very mindful of our budget and made sure that we stayed under our given amount for the project. They made sure that we got quality products that will last a long time but were not going to bust the budget.

A former coach of mine wrote a poem called "Put your name on it." The poem was written to his players encouraging them to do work that they were proud to put their name on. If someone not associated with the work you complete wanted to know who did it, you should proudly put your name on it. I can tell you that I am proud to put my name on this project and so should Asset Engineering! They did an outstanding job.

Gregg Hawkins

Assistant Principal
Palisade High School

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of Bidder Asset Engineering Limited
2. Business Address PO Box 4382, Grand Junction, CO 81502
3. When Organized 8/19/1994
4. Bidder is a (an) Corporation
(Individual - Partnership - Corporation)

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

CORPORATION

Corporation is incorporated in the State of: Colorado

President is: Jane Pizem

Treasurer is: Jane Pizem

Place of Business: Grand Junction, CO 81501

5. How many years have you been engaged in the contracting business under your present firm or trading name? 29

6. ~~Financial Statement: (Attach Separate Sheet)~~ Do not provide at this time, but you will be required to provide this information if this project proceeds to a construction contract.

7. Credit Available for this Contract \$ 350,000

8. Contracts Now on Hand, Gross Amounts \$ 13,079,831

9. Have you ever refused to sign a contract at your original bid?

No

10. Have you ever defaulted on a contract?

No

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

11. Remarks:

13. The undersigned hereby authorizes and requests any person to furnish any information requested by Town of Collbran in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at 11:10 AM this 19th day of January 20 24.

Asset Engineering Limited
(Name of Bidder)

By: [Signature]

Title: President

STATE OF Colorado)

COUNTY OF Mesa)

Jane Pizem, being duly sworn, deposes and says that they are President of Asset Engineering Limited and their answers to the foregoing questions and all statements therein contained are true and correct.

Jane Pizem
(Name of Bidder)

Sworn to before me this: Nineteenth



Day of January, 20 24

[Signature]
NOTARY PUBLIC

My commission expires: 06-11-2026

EXHIBIT VIII-O, Cont.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado)
County of Mesa) ss.

Jane Pizem being first duly sworn, deposes and says that:

(1) ~~He~~ ^{she} is President of Asset
Engineering Limited, the Bidder that has submitted the
attached Bid;

(2) ~~He~~ ^{she} is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affined, has in any way colluded, conspired,
connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive
or sham Bid in connection with the Contract for which the attached Bid has been submitted or to
refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Bidder, firm or
person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead,
profit or cost element of the Bid price of any other Bidder, or to secure through any collusion,
conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency)
or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) J-P

Title President

Subscribed and sworn to me this

14th day of January, 20 19 24

By: Michael Morales
Notary Public



My Commission expires: 06-11-2026

EXHIBIT VIII-O, Cont.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Asset Engineering Limited
PO Box 4382
Grand Junction, CO 81502

1. Bidder has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

_____ Yes X No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

_____ Yes _____ No NIA

3. Bidder has filled all compliance reports due under applicable instructions.

_____ Yes _____ No NIA

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

_____ Yes X No

Jane Pizem, President

NAME AND TITLE OF SIGNER (Please type)

[Signature]
SIGNATURE

11/19/2024
DATE

EXHIBIT VIII-O, Cont.

**CERTIFICATION OF CONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Asset Engineering Limited Town of Collbran
Name of Contractor or Sub-Contractor Auditorium Rehabilitation
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract if this is a Section 3 project.
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Jane Pzem, President
Name and Title of Signer (Type of Print)


Signature

1/19/2024
Date

TOWN OF COLLBRAN
AUDITORIUM REHABILITATION
REQUEST FOR QUALIFICATIONS

The Town of Collbran (Owner) is soliciting qualifications from firms to provide Construction Management/General Contracting (CM/GC) services for rehabilitation of the Collbran Auditorium located at 102 Main Street, Collbran, Colorado.

The project has currently been designed through the 50% Construction Document phase, see attached architectural and engineering drawings. The selected CM/GC will become immediately involved in preconstruction services, including cost estimating and attending OAC meetings. Construction is expected to begin in early May 2024, after the Owner completes asbestos abatement, and take approximately 6 months.

SUBMITTAL REQUIREMENTS

1. Cover letter.
2. Pre-qualification criteria. Firms submitting qualifications must meet the following criteria:
 - a. Financial resources to complete the project demonstrated by a letter from the firm's bonding company with an AM Best rating of A or better, to provide 100% payment and performance bond for a minimum of \$1,000,000.
 - b. Firm office located in Colorado within 150 mile radius of project site, consecutively for the past 5 years.
 - c. Liability Insurance with the minimum limits of \$1M Auto, \$2M General Liability plus \$10M per occurrence excess Umbrella.
 - d. Firm relevant experience demonstrating at least three (3) rehabilitation projects completed in the past five years in Colorado. Historic projects complying with the Secretary of the Interior's Standards are preferred. Show at a minimum: project names, location, photos, size, description, cost, and Owner contact.
 - e. Firm relevant experience with federal and state grants.
3. Proposed staff (minimum: PM and superintendent) qualifications, experience, and credentials.
4. Strategy and implementation plan, including anticipated challenges based on the attached drawings and how those challenges would be addressed. Identify self-performed work, if any. Include a major milestone schedule.
5. Current and anticipated workloads.
6. Expected OH&P rate on the Cost of the Work as defined in Article 7 of AIA A133-2019.
7. Other relevant information.

SUBMITTAL PROCEDURE

Qualifications Submittals are due no later than January 11, 2024 at 3:00 pm via email:

Town of Collbran, Attn: Melonie Matarozzo, Town Manager, email townmanager@townofcollbran.us
Submittals shall be in pdf format, 8-1/2 x 11.

All Requests for Clarification must be made in writing by January 4, 2024 at 5:00 pm via email:

Town of Collbran, Attn: Melonie Matarozzo, Town Manager, email townmanager@townofcollbran.us

SELECTION PROCESS

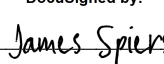
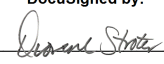
The process will involve two stages: firm qualifications will be evaluated and scored, then a limited number of firms will be shortlisted and invited to participate in oral interviews. Shortlisted firms will be notified on January 16, 2024. Interviews will be held the week of January 22, 2024, with notice of award on February 6, 2024. The Town of Collbran will attempt to negotiate a contract with the selected firm.

The Owner reserves the right to select the best CM/GC for this project, at their sole discretion. Firms submitting qualifications do so at their own expense. No late responses will be considered, and the Owner reserves the right to accept or reject any proposal or waive any informalities and or irregularities in submittals received if deemed to be in the best interests of the Owner, at the Owner's sole discretion.

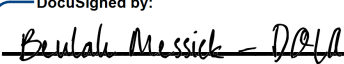
State of Colorado Intergovernmental Grant Agreement SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number CDBGPF-23-545	CMS Number 191017
Grantee Town of Collbran	Grant Award Amount \$600,000.00	Retainage Amount \$30,000.00
Project Number and Name CDBGPF-23-545 - Collbran Auditorium	Performance Start Date The later of the Effective Date or May 20, 2024	Grant Expiration Date August 31, 2025
Project Description The Project is to provide Community Development Block Grant Funds for the purpose of rehabilitating the Historic Collbran Auditorium. This Project is eligible under Section 105(a)(2) Public Facilities.	Program Name Community Development Block Grant Program (CDBGPF)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 14.228	
DOLA CDBG Program Manager James Spiers, (720) 892-8307, (james.spiers@state.co.us)	Funding Account Codes CTGG1 NLAA 202400004223	
	VCUST# 69489	Address Code CN003 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  0E52CD65F05D426... By: James Spiers, CDBG Program Manager</p> <p>Date: <u>6/18/2024</u> 9:08 AM MDT</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director</p> <p>DocuSigned by:  0920A67707B9482... By: Maria De Cambra, Executive Director</p> <p>Date: <u>6/18/2024</u> 7:32 PM MDT</p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p>Effective Date: <u>6/21/2024</u> 7:43 PM MDT</p>

TERMS AND CONDITIONS

1. GRANT AND AUTHORITY

A. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

B. Authority

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

i. Federal Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

ii. *Reserved.*

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement, an executed Amendment or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-

CDBGPF-23-545 - Collbran Auditorium

of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "Budget" or "Project Budget"** means the budget amounts detailed in §6.2 of **Exhibit B** for the Work described in **Exhibit B**.
- B. "Business Day"** means any day on which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. *Reserved.***
- D. "CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. "Intergovernmental Grant Agreement" or "Grant" or "Agreement"** means this Agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. "Grant Funds" or "Grant Award Amount"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- G. "Grant Expiration Date"** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- H. "Performance Start Date"** means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- I. "Exhibits"** means the following exhibits attached to this Intergovernmental Grant Agreement:
 - i. Exhibit B**, Statement of Project;
 - ii. Exhibit C**, Grant Federal Provisions;
 - iii. Exhibit G**, Form of Option Letter; and
 - iv. Exhibit H**, PII Certification.
- J. "Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an

CDBGPF-23-545 - Collbran Auditorium

amendment, or an Option Letter.

- K. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The Department of Housing and Urban Development (HUD) Office of Community Planning and Development (OCPD) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- M. “Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. “Incident”** means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. “Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.
- P. “Matching Funds” or “Other Funds”** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.
- Q. “Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et seq.*, C.R.S.
- T. *Reserved.***
- U. “Recipient”** means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.
- V. “Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- W. “State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PCI, PII, Tax Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated,

CDBGPF-23-545 - Collbran Auditorium

furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- X.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA.** “**Sub-Award**” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC.** “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- DD.** “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- EE.** “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- FF.** “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- GG.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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HH. “Project” means the overall project described in **Exhibit B**, which includes the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. PURPOSE AND SCOPE OF PROJECT

A. Purpose

The purpose of the Community Development Block Grant Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The purpose of this Grant is described in **Exhibit B**.

B. Scope of Project

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of Exhibit B. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Except as provided in **§5.G.** below, the State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee’s obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee shall appropriate and allocate all Other Funds to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year

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debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (a) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

G. Retroactive Payments

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

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6. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in §5.E. above, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close-out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee’s office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee’s performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State’s risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Audits

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee’s records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available

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at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include,

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but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit H** on an annual basis. Grantee’s duty and obligation to certify as set forth in **Exhibit H** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State’s sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion,

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that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

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C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

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J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i.** Grantee shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii.** The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit C** at all times during the term of this Grant.

M. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i.** Exhibit C, Grant Federal Provisions;
- ii.** Colorado Special Provisions in §17 of the main body of this Grant;
- iii.** Any executed Option Letter and Amendment;
- iv.** The provisions of the other sections of the main body of this Intergovernmental Grant Agreement;
- v.** Exhibit B, Statement of Work; and
- vi.** Exhibit H, PII Certification.

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17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

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G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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EXHIBIT B – SCOPE OF PROJECT (SOP)**1. PURPOSE**

1.1. Community Development Block Grant. The purpose of the Community Development Block Grant Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

1.2. National Objective. This Project shall meet the national objective below:

- 1.2.1.** **Low/Moderate Income Benefit, area-wide.** The Project will benefit the residents of the above specified service area. At least ____ of ____ persons, or ____ % shall be low- to moderate-income persons as defined under §3.2. below.
- 1.2.2.** **Low/Moderate Income Benefit, limited clientele.** The Project will benefit the clients of the services being provided by insert Grantee Name. Currently, ____ out of ____, or ____ % of the clients being served are considered low/moderate income. Grantee shall present documentation at time of Project Close-out that the minimum of 51% benefit has been met. Refer to §8.1.5. below for documentation and reporting requirements.
- 1.2.3.** **Low/Moderate Income Benefit, presumed by HUD.** The Project will benefit (insert type of clientele) which is presumed by HUD to be made up of principally low/moderate income persons.
- 1.2.4.** **Slum/Blight, on an area basis.** Grantee has designated the area as a slum/blighted area. Grantee shall provide to the State a copy of the resolution designating the area being served as slum/blight and the basis for such determination prior to obligation of funds. The area exhibits:
- 1.2.4.1.** substantial number of deteriorated or deteriorating buildings, or the public improvements throughout the area are in a general state of deterioration.
- 1.2.4.2.** public improvements throughout the area in a state of deterioration.
- 1.2.5.** **Slum/Blight, spot basis.** Grantee has determined the Project will eliminate a specific condition of blight or physical decay not located in a designated slum or blighted area.
- 1.2.6.** **Urgent Need.** This Project alleviates an existing condition which has been determined to pose a serious and immediate threat to the health or welfare of the community, and is of recent origin. Grantee has determined it was unable to finance the activity on its own and other sources of funding are not available. Grantee shall provide to the Department information regarding the origin and date the need occurred prior to obligation of funds. Refer to §8.1.5. below for documentation and reporting requirements.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project is to provide Community Development Block Grant Funds for the purpose of rehabilitating the Historic Collbran Auditorium. This Project is eligible under Section 105(a)(2) Public Facilities.

2.2. Work Description. The Town of Collbran (Grantee) will hire a qualified contractor to complete Phase 1 rehabilitation of the Collbran Auditorium, located at 102 Main Street in Collbran, Colorado. Work includes stabilizing the roof and exterior wall framing, replacing roof membrane and external siding for ensure water resistance, re-flashing windows and other measures to reduce water infiltration, installation of an Americans with Disabilities Act (ADA) compliant ramp and handrail at the building exterior, and remediating critical plumbing and electrical code issues. Grantee will own and maintain the Auditorium and all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.2.1. The Grantee warrants that the facility will **continue to be utilized as a Grantee owned facility** for at least ten (10) years following completion of the Grant. If the facility is used for any purpose other than intended during that ten-year period, the Grantee shall return a portion of the grant funds based on the following payback schedule: In year one, one hundred percent (100%) of the grant funds must be returned; in year two, ninety percent (90%); in year three, eighty percent (80%); in year four, seventy percent (70%); in year five, sixty percent (60%); in year six, fifty percent (50%); in year seven, forty percent (40%); in year eight, thirty (30%) percent;

Exhibit B (Scope of Project)

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in year nine, twenty (20%) and in year ten, ten (10%) percent. At the end of the ten (10) year period following the date of completion of the renovations and thereafter, no State restrictions on use of the property shall be in effect.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Section 3 of the HUD Act of 1968. This section shall, or shall not apply to this Grant.

In accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75, to the greatest extent feasible, Grantee and Subgrantee (if applicable) shall, consistent with existing Federal, State, and local laws and regulations, ensure that employment and other economic opportunities generated by this HUD-financed project be directed to persons whose income is equal to or less than 80% of AMI, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to persons whose income is equal to or less than 80% of AMI.

Grantee shall maintain documentation of all such efforts in its hiring and procurement practices, provide this documentation to DOLA upon request, and in accordance with §75.25, report labor hours during project monitoring. If reporting indicates that the agency has not met the Section 3 benchmarks described in §75.23, Grantee and Subgrantee (if applicable) must report on the qualitative nature of its activities and those its contractors pursued per 24 CFR §75.15(b) and §75.25(b).

2.3.2. Federal Funding Accountability and Transparency Act of 2006, (Pub. L. 109-282)

(Transparency Act, also known as FFATA). Grantee and Subgrantees are required to report award information on the government Website and register with U.S. Government System for Award Management (SAM) at <http://www.sam.gov>. See **Exhibit C – Grant Federal Provisions**, for specific information.

2.3.3. Grantee shall notify DOLA at least 30 days in advance of Project completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: labor and materials costs, bond and insurance costs, bid advertisements, and attorney's fees.

3. DEFINITIONS

3.1. "Guidebook" refers to the Community Development Block Grant (CDBG) Guidebook, as updated periodically, and available on DOLA's website.

3.2. "Low and Moderate Income Persons" This section shall, or shall not apply to this Grant. Low and Moderate Income Persons are defined, for the purposes of this Grant, as:

3.2.1. Those persons who are members of very low-, low- and moderate-income households as set forth in the HUD User Income Limits Documentation System. See https://www.huduser.gov/portal/datasets/il.html#2024_query. Select Click Here for (current FY) IL Documentation, under Access Individual Income Limits Areas.

3.2.2. Those persons who have been determined by the U.S. Department of Housing and Urban Development (HUD) to be very low-, low- and moderate-income persons:

3.2.2.1. based upon the most recent ACS/Census data.

3.2.2.2. using HUD approved income survey methodology.

3.2.3. Those persons belonging to clientele groups who are generally presumed by HUD to be low- and moderate-income persons.

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3.3. “Other Funds” means funding provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

3.4. Project Budget Lines.

3.4.1. “Rehabilitation/Remodel of Public Structures” means labor and materials costs, bond and insurance costs, bid advertisements, purchase and erection of pre-engineered additions, and attorney’s fees.

3.5. “Substantial Completion” means the Work is sufficiently complete in accordance with this Agreement so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completed Phase 1 renovations for the Collbran Auditorium in the Town of Collbran, Colorado.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the Town of Collbran, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 60 days after the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s).	Within 30 days after bid opening.
Provide DOLA with Project Timeline	Within 60 days after the Effective Date of the subcontract(s).
Hold CDBG required public meeting(s).	After Project completion and prior to Project Closeout per CDBG program requirements.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	October 29, 2027

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2.** below, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2.** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Close-out.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

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4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2. of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 29, 2026	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of **Karla Distel, Finance Director, (finance@townofcollbran.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. below. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel: Melonie Matarozzo, Town Administrator, (townmanager@townofcollbran.us). Such key personnel shall be updated through the approval process in §5.1. above.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §13 of this Agreement.

5.4. DLG Program Manager. James Spiers, (720) 892-8307, (james.spiers@state.co.us).

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2. Budget, below.

6.1. Matching/Other Funds. Match is not required. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2. below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

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6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Rehabilitation/Remodel of Public Structures	\$852,500	\$600,000	\$252,500	Grantee
Total		\$852,500	\$600,000	\$252,500	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §5 of this Agreement.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$570,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$30,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$600,000	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely. When there is a conflict between the reporting requirement in this section and the Guidebook, the stricter requirement shall prevail.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5. of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.1.3. Section 3 Report. The Section 3 report shall be submitted to the DOLA Regional Manager at the time of Project Close-out.

8.1.4. Single Audit Report. If Grantee is required to have a single audit, Grantee shall submit a copy of its audit report to DOLA within 180 days of its fiscal year-end.

8.1.5. Verification of Limited Clientele. This subsection shall apply when §1.2.2. above is checked. Grantee shall keep on file verification of income eligibility for project beneficiaries using income limits as referenced in §3.2.1. above.

8.1.5.1. Verification of Clientele – Urgent Need. This subsection shall apply when §1.2.6. above is checked. If the National Objective for this Grant is Urgent Need, income eligibility is waived. Grantee shall keep on file and report to DOLA all verification data except income eligibility for Project beneficiaries.

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- 8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.
- 8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.
- 8.3. Change of Use.**
- 8.3.1.** During a period of five (5) years following the date of Project Close-out by the State, Grantee may not change the use or planned use of the real and/or personal property acquired or improved unless: 1) the State determines the new use meets one of the national objectives of the CDBG program specified in §1.2. above; and 2) the Grantee provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes.
- 8.3.2.** If Grantee decides, after consultation with affected citizens that it is appropriate to change the use of the real and/or personal property to a use which the State determines does not qualify in meeting a CDBG national objective, Grantee shall reimburse to the State an amount equal to the current fair market value of the real and/or personal property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of and improvements to, the real and/or personal property.
- 8.3.3.** After the five (5) year period following the Project Close-out date, no State restrictions on use of the real and/or personal property shall be in effect.
- 8.4. Environmental Requirements.** Grantee shall comply with all HUD environmental requirements and shall not obligate Grant funds prior to receipt of the written release of funds from the State.
- 8.5. Public Hearing.** Grantee shall conduct at least one public hearing prior to Project Close-out to get input on its performance from citizens. Comments made during the public hearing shall be forwarded to the Department.
- 8.6. Recordkeeping.** Grantee shall maintain records in accordance with recordkeeping requirements as outlined in the Guidebook.
- 8.7. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.
- 8.7.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 8.7.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 8.7.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- 8.7.4. Substitution.** The bonding requirements in this §8.7. may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

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9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a DOLA approved selection process with the Grantee being obligated to award the construction contract to either the lowest responsive, responsible bidder meeting the Grantee's specifications or to the RFP proposal providing the greatest value to the Grantee.

9.2.1. Procurement Standard. Grantee shall follow appropriate procurement standards, either local or State, including the selection and payment of contractors, consultants, architects, engineers, and purchase of materials necessary for the completion of the Project.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

9.5. Bidding. Grantee shall provide to DLG all necessary forms relating to bidding and construction funded by CDBG funds.

9.6. Davis-Bacon Act. Grantee, its contractors and subcontractors shall comply with all the requirements of the Davis-Bacon Act.

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EXHIBIT C, GRANT FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
 - 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

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- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Grantee funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

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- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient’s information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Subrecipient received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §0 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient Unique Entity ID;
- 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
- 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

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- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

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11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), 2 CFR 200.501.
- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. REQUIRED PROVISIONS FOR SUBRECEPIENT WITH SUBCONTRACTORS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
- 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
- 12.1.2. For contracts with Subcontractors – Include the terms in the State of Colorado's Contract Federal Provisions Exhibit.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal # for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
Program Name Community Development Block Grant Program (Place here the DocuSign 1st Acctg Group Dropdown for "CDBG")	Funding Account Codes Acctg enters CTGG1 #	
DOLA CDBG Program Manager James Spiers, (720) 892-8307, (james.spiers@state.co.us)	Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _____

Maria De Cambra, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Beulah Messick, DOLA Controller Delegate

Effective Date: _____

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- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend (*use this option for Extension of Time*)
 - b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
 - c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3 rd (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4 th (Oct-Dec)	2027	January 30, 2028	Yes	Yes
1 st (Jan-Mar)	2028	April 30, 2028	Yes	Yes
2 nd (Apr-Jun)	2028	JULY 15, 2028*	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. **For use with Option 1(b):** In accordance with **Section 5(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1, both of Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee

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	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with **Section 5(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or [REDACTED], whichever is later.

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EXHIBIT H-PII CERTIFICATION

STATE OF COLORADO THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of the Town of Collbran (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Name: _____

Title: _____

Date: _____



COLORADO
Department of Local Affairs
Division of Local Government

July 3, 2024

Kendall Wilcox, Mayor
Town of Collbran
k.wilcox@townofcollbran.us

RE: CDBG #23-545 Collbran Auditorium Supplemental Funding Request

Dear Mayor Wilcox:

The Department of Local Affairs has received your request for additional funding in the amount of \$255,040 for the above referenced project. I am pleased to let you know your request has been approved. This will bring the total of your CDBGPF grant award to \$855,040.

The CDBGPF Program Manager will prepare the contract amendment documents to incorporate the additional funding into your existing contract. Please contact James Spiers at james.spiers@state.co.us with any questions.
Sincerely,

Maria De Cambra
Executive Director, DOLA

cc: Dana Hlavac, DOLA
Nichole Robillard, DOLA
Kelly Bearden, DOLA
James Spiers, DOLA

Beth Lipscomb, DOLA
Taylor Vasseur, DOLA
Audrey Field, DOLA
Karla Distel, Town of Collbran

