

Extended Description:

One-Time Purchase
Construction

The Vendor, Start to Finish Construction, LLC of Walton, WV agrees to enter this One-Time Purchase Contract with the WV Department of Administration, General Services Division, to establish a contract to provide plaster repairs and painting services in the West Virginia State Capitol Building (Building 1) located at 1900 Kanawha Blvd East, Charleston, West Virginia, per the attached bid requirements, project plans, specifications, terms and conditions, Addendum No. 1 dated 04/13/2022, and the Vendors submitted bid dated 04/19/2022 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72152000	0.00000		0.000000	135000.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Base Bid

Extended Description:

All inclusive, lump-sum bid to perform paint and plaster repair work as specified herein.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72151302	0.00000		0.000000	120000.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Alternate # 1

Extended Description:

All inclusive, lump-sum bid to perform paint and plaster repair work as specified herein.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	72151302	0.00000	SF	3.750000	0.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Unit Price 1: Flat Painting Repair

Extended Description:

Price per linear foot to perform flat plaster repair work as specified herein.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	72152000	0.00000	SF	7.500000	0.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Unit Price 2: Decorative Painting Repair

Extended Description:

Price per square foot to perform flat plaster repair work as specified herein.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	72152000	0.00000	SF	300.000000	0.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Unit Price 3: Flat Plaster Repair

Extended Description:

Price per square foot to perform flat plaster repair work as specified herein.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	72152000	0.00000	SF	390.000000	0.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Unit Price 4: Decorative Plaster Repair

Extended Description:
Price per square foot to perform flat plaster repair work as specified herein.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One Hundred Twenty (120) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$100,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Start to Finish Construction, LLC

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

[illegible]

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jeffrey Garrett, Project Manager

(Name, Title)

Jeffrey Garrett, Project Manager

(Printed Name and Title)

6877 Parkersburg Rd. Sandyville WV 25275

(Address)

304-531-2143

(Phone Number) / (Fax Number)

JeffreygS2Fconst@outlook.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Start to Finish Construction, LLC

(Company)



Pres.

(Authorized Signature) (Representative Name, Title)

Misti Kinder, President

(Printed Name and Title of Authorized Representative)

4/19/2022

(Date)

304-786-0158

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division, to establish a contract for the following:

To provide plaster repairs and painting services in the West Virginia State Capitol Building (Building 1) located at 1900 Kanawha Blvd East, Charleston, West Virginia, in various areas listed in the attached Project Specifications and Project Plans (Exhibits B-D).

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **Definitions:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specifications Manual as defined below.

- 2.1. **“Construction Services”** means plaster repairs and painting services as more fully described in the Project Plans.

- 2.2. **“Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

- 2.3. **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

- 2.4. **“Project Plans”** means documents developed by the Agency, which are attached hereto as Exhibits B-D, that provide detailed instructions on how the Construction Services are to be performed.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

4. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 4.1. **Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in these Project Specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendors must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 4.2.** The Vendor must provide references for at least three (3) distinct projects documenting the successful completion of historic plaster and painting services of the type specified in the enclosed bid specifications. References should include the name, location of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work.
- 5. CONTRACT AWARD:** The Contract is intended to provide the Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibits B-D or any subsequent addenda modifying Exhibits B-D.

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

10. CONDITIONS of the WORK

- 10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. Work Areas:** The Vendor shall keep the work area(s) in an clean and orderly condition, and perform general cleaning on a daily basis.
- 10.3. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendors must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.4. Standard Work Hours:** The standard hours of work for this Contract will be coordinated through the project manager and may vary based on the location(s) and schedules of the working units located within the area(s) excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- 10.5. Contract Schedule:**
- 10.5.1.** The Vendor agrees to recognize that business may be conducted in the listed area(s) and to plan traffic patterns to allow flow of traffic around immediate work areas.
- 10.5.2.** If additional work is identified, the Vendor agrees to provide a quotation (including estimated time duration) within forty-eight (48) hours of notification.
- 10.5.3.** Vendor agrees to begin work within five (5) business days of notice to proceed.
- 10.5.4.** The Vendor shall provide the Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Vendors shall adhere to the schedule provided and coordinate through the Project Manager.
- 10.5.5.** The Contract shall be completed within One Hundred Twenty (120) calendar days from the issuance of the written Notice to Proceed. This schedule is based on one hundred ten (110) days to substantially complete work and ten (10) days for punch list items and final completion.

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

10.6. Project Closeout: Project Closeout shall include the following:

10.6.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.6.1.1. No additional Final Cleanup Activities other than those included in Exhibit C, Section 01 74 00.

10.6.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendors must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay a replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

- 12. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project
CRFQ GSD2200000039

EXHIBIT A - Pricing Page

Base Bid 1: (wvOasis Commodity Line 1) All inclusive, lump-sum bid to perform paint and plaster repair work as specified in items 1-124:

Base Bid = \$ 135,000 (A)

Alternate Bid 1: (wvOasis Commodity Line 2) All inclusive, lump-sum bid to perform paint and plaster repair work as specified in items 125-132 (both complete stairwells):

Base Bid = \$ 120,000 (B)

Unit Price 1: Flat Surface Painting (wvOasis Commodity Line 3): Price per square foot to perform flat surface painting work as specified herein:

Unit Price (per sq. ft.) = \$ 3.75 (C)

Unit Price 2: Decorative Painting (wvOasis Commodity Line 4): Price per square foot to perform decorative painting work as specified herein:

Unit Price (per sq. ft.) = \$ 7.50 (D)

Unit Price 3: Flat Plaster Repair (wvOasis Commodity Line 5): Price per square foot to perform flat plaster repair work as specified herein:

Unit Price (per sq. ft.) = \$ 300 (E)

Unit Price 4: Decorative Plaster Repair (wvOasis Commodity Line 6): Price per square foot to perform decorative plaster repair work as specified herein:

Unit Price (per sq. ft.) = \$ 390 (F)

Total Bid (A+B+C+D+E+F=G):

Total Bid Amount = \$ 255,701.25 (G)

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

EXHIBIT B - PROJECT PLANS

1. GENERAL REQUIREMENTS/SPECIFICATIONS

- 1.1. Background:** Construction of the West Virginia Capitol Building (Building 1) was completed in June of 1932. Since its construction, several condition assessments have been completed as well as repair efforts. Assessments completed in 1995 and 2008 documented original colors and context for a historically appropriate color palette for the West Virginia State Capitol Building. This repair project is intended to address observed damages and provide improvements to the Capitol. Copies of previous condition assessment reports can be provided upon request.

While the Capitol Building is a public building, the pre-bid meeting will be the primary opportunity for vendors to perform measurements, take pictures, and make notes regarding conditions of the work environment.

- 1.1.1. Plaster Repairs:** Repair of plaster, as outlined in the Exhibit D Drawings and Drawing Key, will be performed in accordance with the methods outlined in Exhibit C, Section 09 03 20.
- 1.1.2. Painting:** Painting, as outlined in the Exhibit D Drawings and Drawing Key, will be performed in accordance with the methods outlined in Exhibit C, Section 09 03 94.
- 1.2. Project Drawings:** Drawings indicate all areas where known work will be completed for the Base Bid for this project. The Drawing Key identifies the scope of work to be performed in each designated area and included in the Base Bid work. Any additional areas of adjacent work that may be discovered may be added by Change Order, based upon Unit Prices provided on Pricing Page (Exhibit A).

- 2. SCHEDULE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 2.1.** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.
- 2.2.** The Vendor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

one week's advance notice prior to conducting work in those areas. Vendors shall adhere to the schedule provided and coordinate through the Agency Project Manager.

- 2.3. Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Vendor shall coordinate the schedule around the Agency's work requirements.
- 2.4. Within the Fixed Period Contract Term indicated in the General Conditions, the Vendor must prepare a schedule that accomplishes the bulk of the work both before and after the 2022 Legislative Session. Some work, in areas not immediately proximal to the offices or chambers of the Legislature, and which do not interrupt the operations of the Legislature, may be allowed to be completed during the Session (tentatively January to March).
- 3. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

4. PROJECT SPECIFIC CONDITIONS OF THE WORK

4.1. Limits of Work

- 4.1.1. Work areas will be limited to those spaces required for access to the jobsite.
- 4.1.2. Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager.
- 4.1.3. Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.
- 4.1.4. Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.
- 4.1.5. The Agency will remain responsible for deactivating and reactivating all fire, smoke and/or combustion sensors in the building in coordination with

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

the Vendor completing the Contract Services. It is strongly preferred that any work which is expected by the Vendor to require such deactivation/reactivation be indicated on the Construction Schedule and performed outside of standard work hours (to avoid tenant disruption to the greatest extent possible), and that notification to the Agency that work of this type is going to commence be provided as early as possible prior to its execution.

- 4.1.6. The Contractor shall be required to leave the work area clean upon completion of work daily. Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

4.2. Work Restrictions

- 4.2.1. Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use. This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

4.3. Parking

- 4.3.1. Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Use of loading dock areas or sidewalk areas for parking is strictly prohibited. Vendors must coordinate with the Agency on how best to minimize disruption of employee parking during the execution of the work.

4.4. Codes

- 4.4.1. All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

4.5. Safety

- 4.5.1. All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project

4.6. Hot Work Permit

- 4.6.1.** Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review the work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

4.7. Workmanship

- 4.7.1.** Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

4.8. General Services Division Jobsite Safety Handbook

- 4.8.1.** Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed and acknowledged in writing the attached Jobsite Safety Handbook (included in Exhibit E).

4.9. Warranty

- 4.9.1.** A one (1) year warranty on labor is required, and Vendor must provide one (1) year or manufacturer's warranty on materials, whichever is longer. Vendors will be required to provide the Agency with all warranty documentation prior to Final Acceptance.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

**State of West Virginia
Centralized Request for Quote
Construction**

Proc Folder: 1015287

Doc Description: Addendum No. 1 Building 1 Paint and Plaster Repair

Reason for Modification:

Addendum No. 1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-13	2022-04-19 13:30	CRFQ 0211 GSD2200000039	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: CRFQ GSD2200000039

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum is issued to publish the following to the Vendor community.

1. Publish vendor Technical Questions and Answers.
2. Attach Pre-Bid Sign-In Sheet

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

REQUEST FOR QUOTATION
Building 1 Paint and Plaster Repairs Project
Technical Questions and Responses

Q 1. Are items C, D, E, and F based on one square foot? Are they to be added to the total bid amount?

A 1. Items C, D, E, and F on the pricing page are based upon one square foot to establish a unit price should additional work be required as a result of changes in the conditions between the issuance of the solicitation, and when work is actually completed. Those items will be added to the Base Bid amount to formulate the Total Bid Amount. The contract award will only be for the Base Bid amount.

Q 2. For the work involved in Alternate #1, the stairways surrounding the Dome section of the Capitol, will that work be required to meet “historic requirements” as it pertains to the plaster repairs?

A 2. In accordance with Section 09 03 20, Item 3.01.F, work should be in accordance with “historic preservation practices, to include the U.S. Department of the Interior, National Parks Services, Preservation Brief 21..., and Preservation Brief 23...”.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2200000039

Date of Pre-Bid Meeting: 4/7/2022

Location of Prebid Meeting: Bldg. 4 1st Flr. Conf. Rm.

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
W. O. Walter Co	Richard Withers	Kennel Forest Dr. Chas W Va	304-764 9431	304 744 9433	W.O.W. @ Frontier.com
Start to Finish Construction	Steve Kinder	6982 Charleston Rd Walton, WV 25286	304-532-6451		S2Fconstruction@yahoo.com
Start to Finish Construction	Stanley Kinder	6982 Charleston Rd. Walton, WV 25286	304-982-2392		StanKinder10@outlook.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2200000039

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Start to Finish Construction, LLC

Company


Authorized Signature

4/19/2022





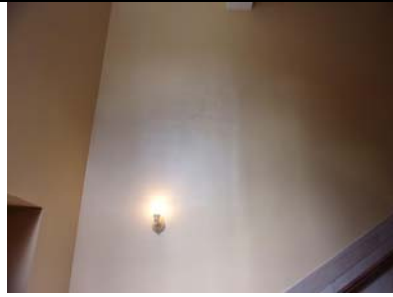







Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

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4	5	6
		
7	8	9
		
		10
		












BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

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14	15	16
		
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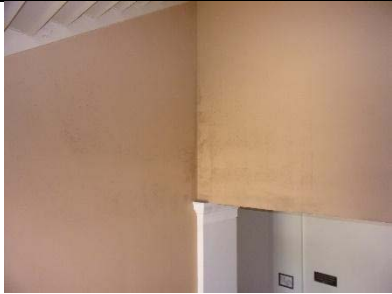










BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

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BUILDING 1 PAINTING
EXHIBIT D, PHOTOS












		
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BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

		
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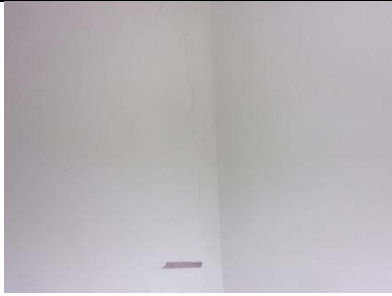








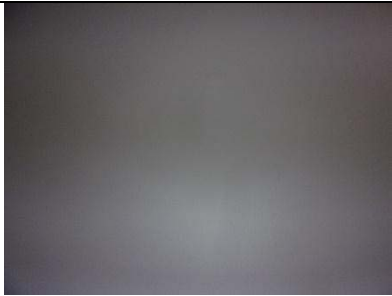
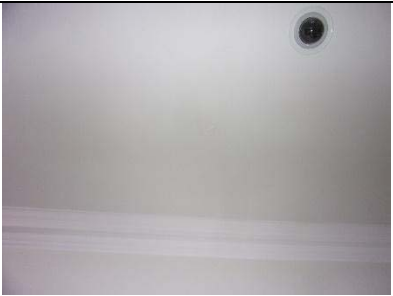
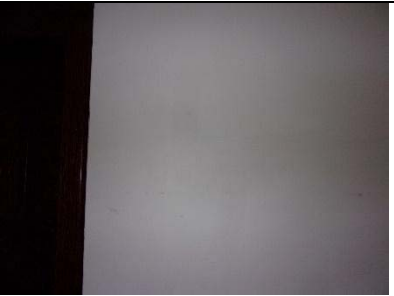
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BUILDING 1 PAINTING
EXHIBIT D, PHOTOS




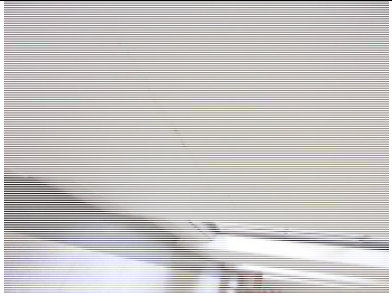



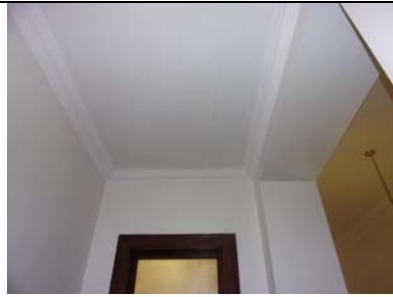




		
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BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

		
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BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

		
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BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

		
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BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

		
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115	116	117

BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

		
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124		
		

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BUILDING 1 PAINTING
EXHIBIT D, PHOTOS

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132		

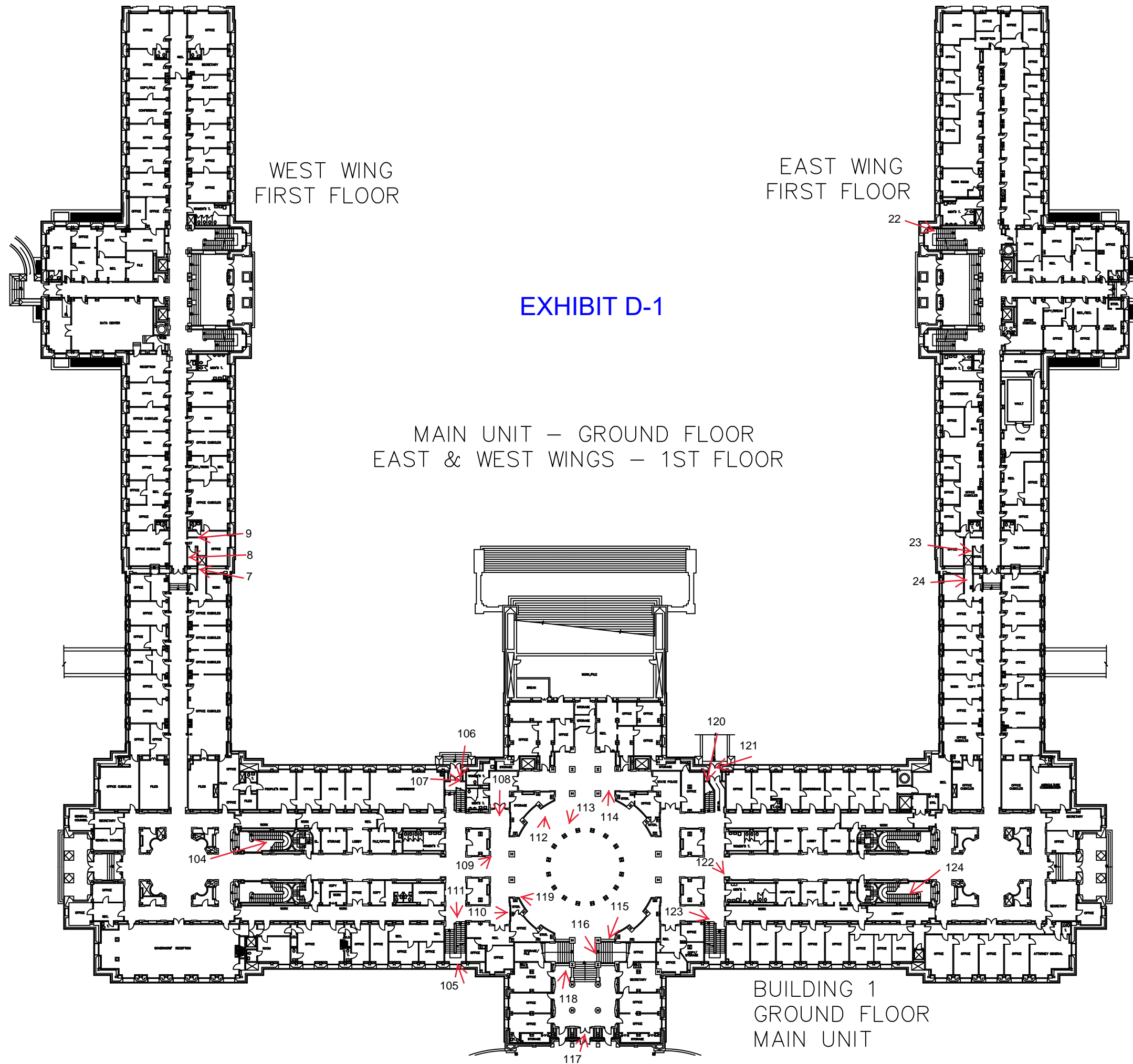
BUILDING 1 PAINTING
EXHIBIT D, PHOTOS



LEASING SPACE ALLOCATION

GROSS AREA	128,000 SQ. FT.
RENTABLE AREA	113,000 SQ. FT.
USABLE AREA	75,000 SQ. FT.
RENTABLE / USABLE RATIO	1.51

THE ABOVE WERE QUANTIFIED USING BUILDING OWNERS AND MANAGERS ASSOCIATION'S STANDARD FOR MEASURING FLOOR AREA IN OFFICE BUILDINGS(1993). AMERICAN NATIONAL STANDARD(ANSI Z65.1-1989).



STATE OF WEST VIRGINIA

DEPARTMENT OF ADMINISTRATION DIVISION OF GENERAL SERVICES

CHARLESTON, WEST VIRGINIA

LOCATION: WEST VIRGINIA STATE CAPITOL
BUILDING: BUILDING 1
PROJECT: AS-BUILT

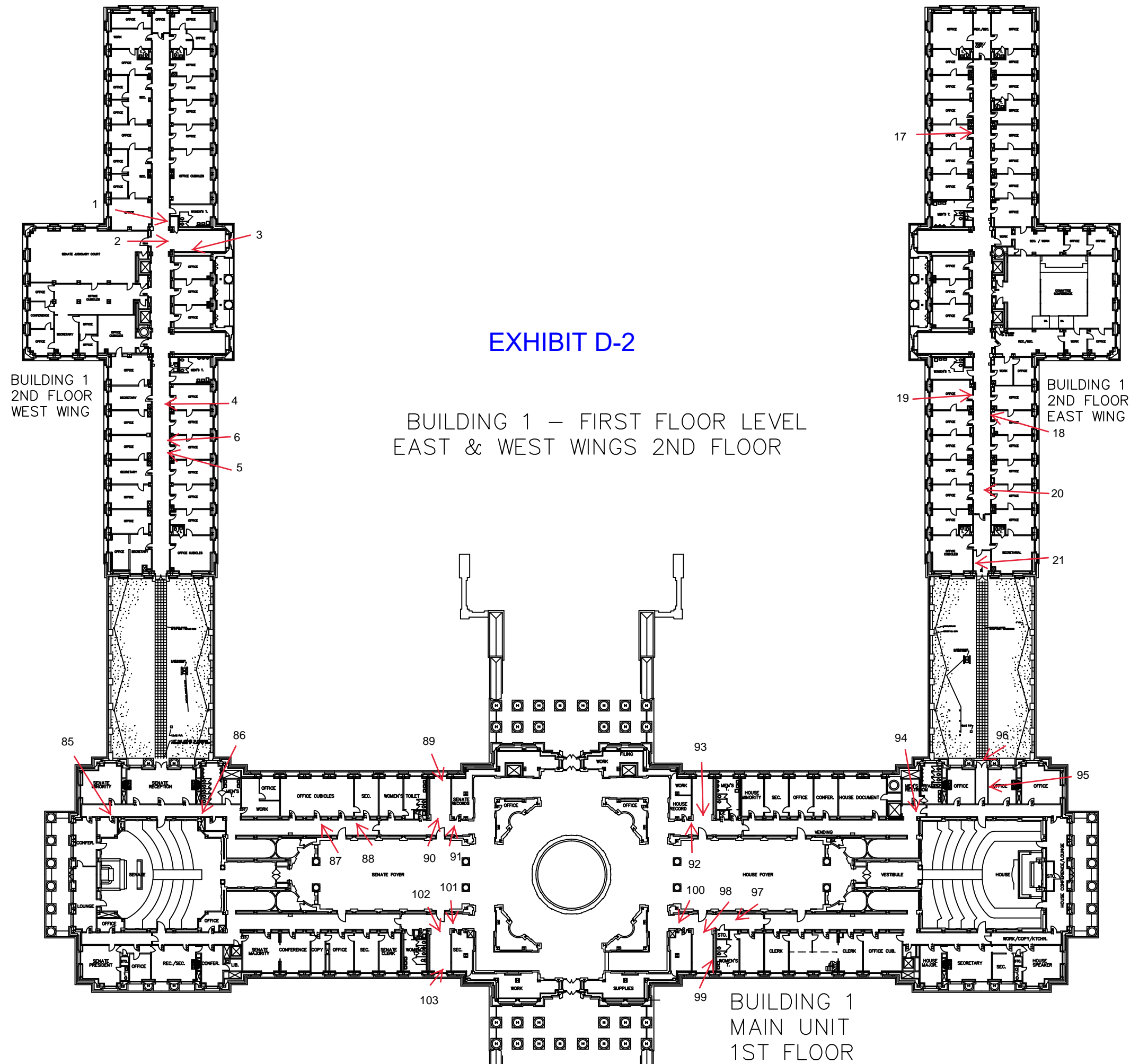
DRAWING TITLE: FIRST FLOOR PLAN
DRAWN BY: SCALE: DATE:

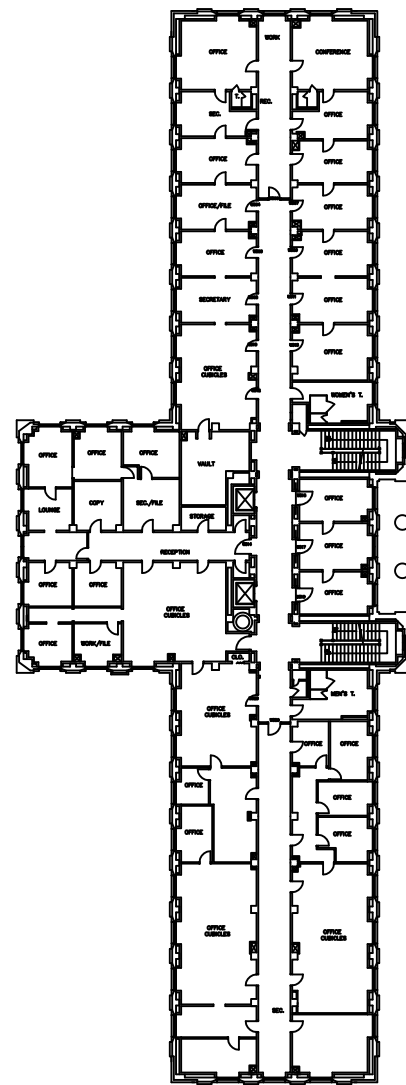
DRAWING NO: A2

LEASING SPACE ALLOCATION

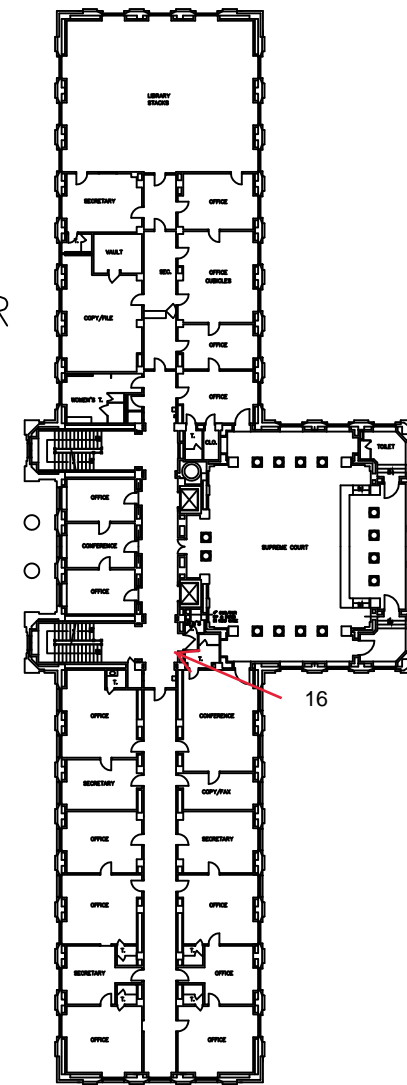
GROSS AREA	103,000 SQ. FT.
RENTABLE AREA	91,000 SQ. FT.
USABLE AREA	60,000 SQ. FT.
RENTABLE / USABLE RATIO	1.52

THE ABOVE WERE QUANTIFIED USING BUILDING OWNERS AND MANAGERS ASSOCIATION'S STANDARD FOR MEASURING FLOOR AREA IN OFFICE BUILDINGS(1993). AMERICAN NATIONAL STANDARD(ANSI Z65.1-1989).





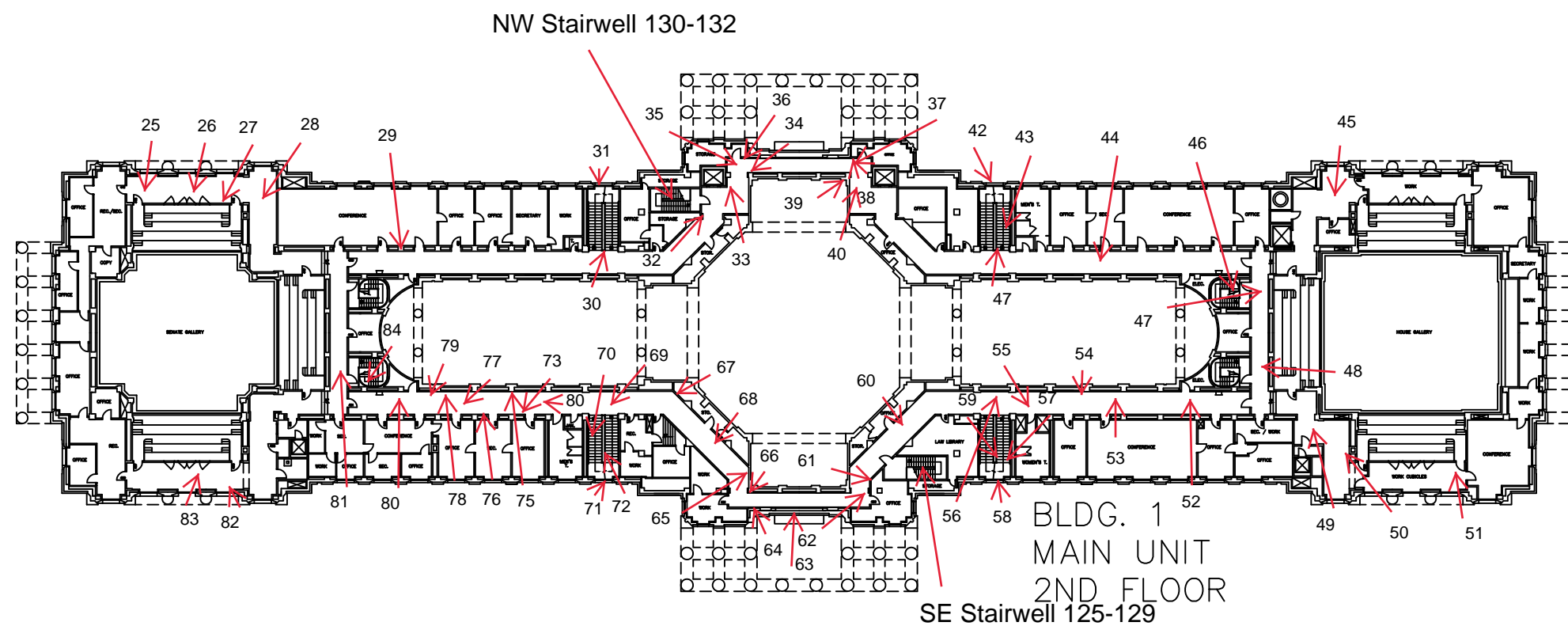
BUILDING 1
3RD FLOOR
WEST WING



BUILDING 1
3RD FLOOR
EAST WING

EXHIBIT D-3

MAIN UNIT – 2ND LEVEL
EAST & WEST WINGS 3RD LEVEL



LEASING SPACE ALLOCATION

GROSS AREA	67,000 SQ. FT.
RENTABLE AREA	39,000 SQ. FT.
USABLE AREA	32,000 SQ. FT.
RENTABLE / USABLE RATIO	1.22

THE ABOVE WERE QUANTIFIED USING BUILDING OWNERS AND MANAGERS ASSOCIATION'S STANDARD FOR MEASURING FLOOR AREA IN OFFICE BUILDINGS(1993). AMERICAN NATIONAL STANDARD(ANSI Z65.1-1989).

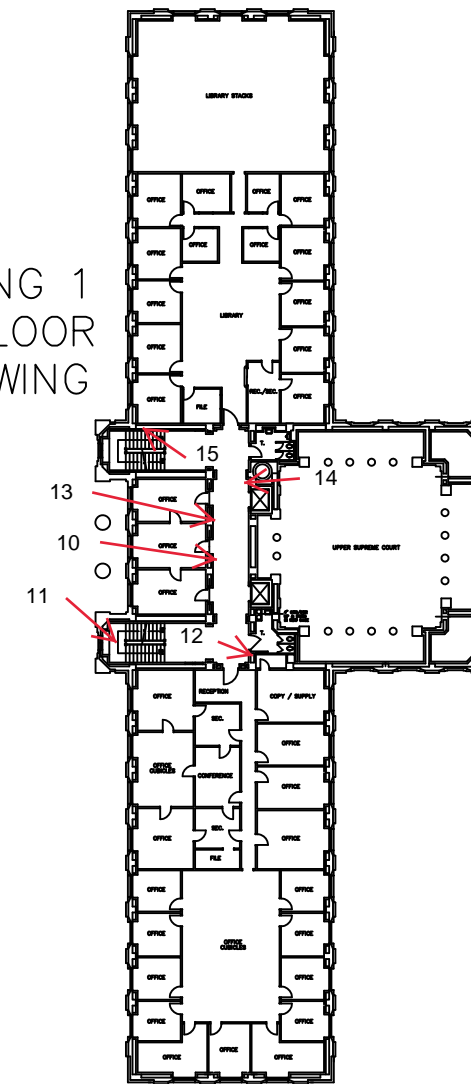
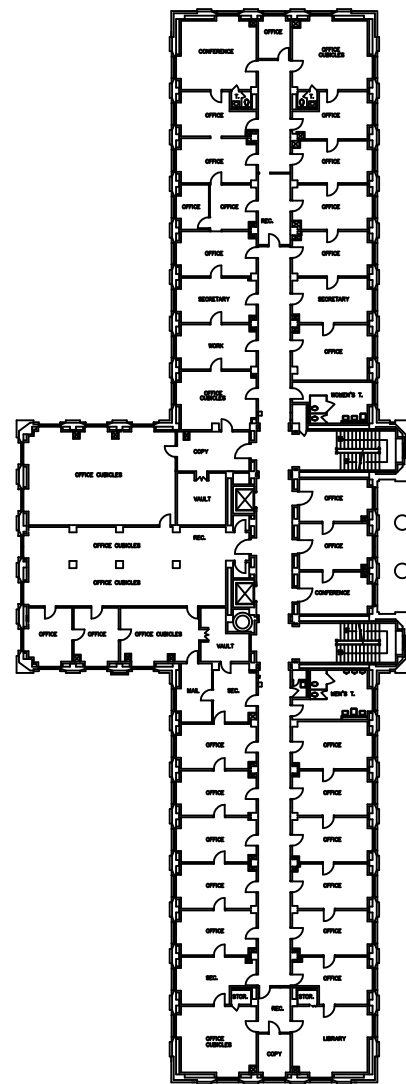
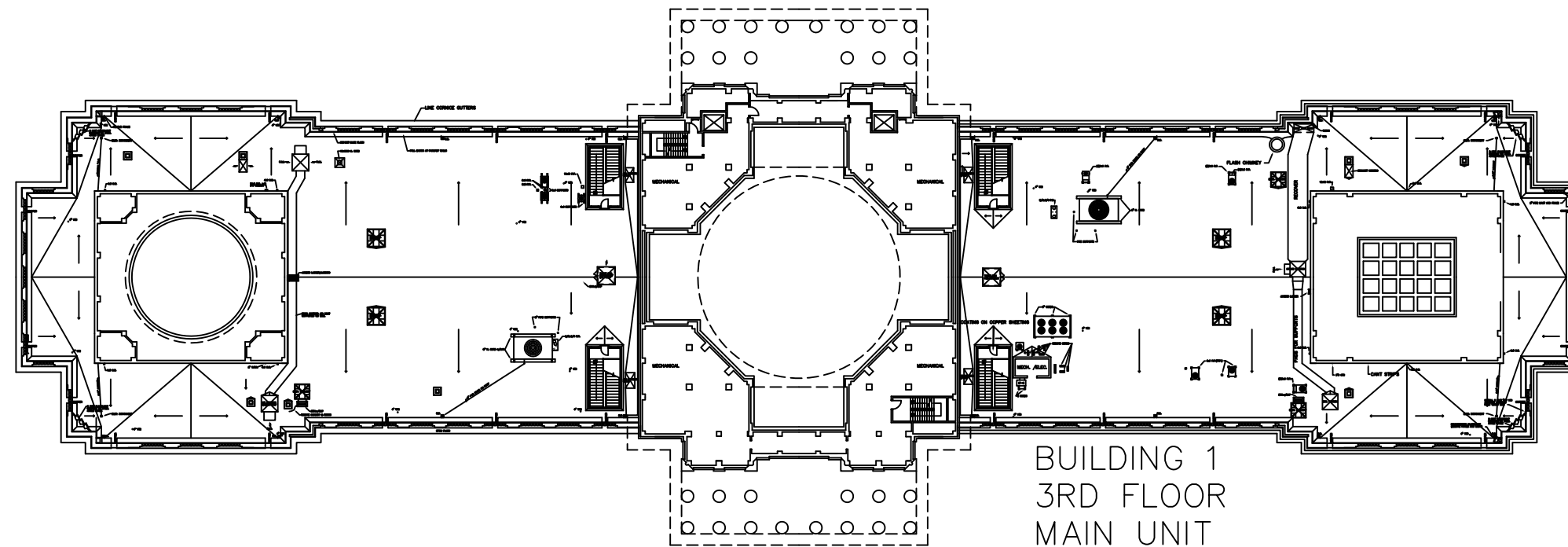


EXHIBIT D-4

MAIN UNIT – THIRD LEVEL
EAST & WEST WINGS 4TH LEVEL



STATE OF WEST VIRGINIA

**DEPARTMENT OF
ADMINISTRATION**

**DIVISION OF
GENERAL SERVICES**

CHARLESTON, WEST VIRGINIA

LOCATION: WEST VIRGINIA STATE CAPITOL

BUILDING 1

**BUILDING
PROJECT:
AS-BUILT**

DRAWING TITLE:
4th FLOOR / ROOF PLAN

4th FLOOR / ROOF PL
DRAWN BY: SCALE: DATE:

DRAWING NO:
A5

Building 1 Painting Project Exhibit D Drawing Key

<u>Photo #</u>	<u>Rep Type</u>	<u>Bldg</u>	<u>Location</u>	<u>Repair Specification Reference</u>
1	Crack	WW2	Wall by womens RR	090320-18 Paragraph G
2	Crack	WW2	Stairwell header	090320-18 Paragraph G
3	Crack	WW2	Stairwell wall	090320-18 Paragraph G
4	Crack	WW2	Over door W-214	090320-18 Paragraph G
5	Crack	WW2	Next to door W-214	090320-18 Paragraph G
6	Crack	WW2	Wall to the left of door W-214	090320-18 Paragraph G
7	Crack	WW1	Next to top of WC lift	090320-18 Paragraph G
8	Crack	WW1	Next to bottom door of WC lift	090320-18 Paragraph G
9	Scuffing	WW1	Wall at bottom of WC lift	090394-6-7, Sections 3.02-3.03
10	Crack	EW4	Wall between E-401 and E-402	090320-18 Paragraph G
11	Bubble	EW4	Upper stairwell wall	090320-15-18, Section 3.06 Paragraphs A-F
12	Peeling	EW4	Wall by womens RR	090394-6-7, Sections 3.02-3.03
13	Crack	EW4	Wall between E-402 and E-403	090320-18 Paragraph G
14	Chipping	EW4	Wall next to elevator	090320-15-18, Section 3.06 Paragraphs A-F
15	Bubble	EW4	Upper stairwell wall	090320-15-18, Section 3.06 Paragraphs A-F
16	Peeling	EW3	Wall by stairwell	090394-6-7, Sections 3.02-3.03
17	Crack	EW2	Wall above door E-222	090320-18 Paragraph G
18	Scuffing	EW2	Wall between E-211 and E-209	090394-6-7, Sections 3.02-3.03
19	Scuffing	EW2	Wall between E-210 and E-208	090394-6-7, Sections 3.02-3.03
20	Crack	EW2	Ceiling between E-207 and E-205	090320-18 Paragraph G
21	Peeling	EW2	Wall above door E-200A	090394-6-7, Sections 3.02-3.03
22	Damage	EW1	Hole in lower stair wall	090320-15-18, Section 3.06 Paragraphs A-F
23	Damage	EW1	Corner damage lower WC lift	090320-15-18, Section 3.06 Paragraphs A-F
24	Scuffing	EW1	Wall at upper WC lift	090394-6-7, Sections 3.02-3.03
25	Crack	MB2	Two ceiling cracks outside M-441	090320-18 Paragraph G
26	Crack	MB2	Ceiling outside Senate gallery	090320-18 Paragraph G
27	Scuffing	MB2	Wall outside Senate gallery	090394-6-7, Sections 3.02-3.03
28	Crack	MB2	Ceiling outside Senate gallery	090320-18 Paragraph G
29	Scuffing	MB2	Wall across from Rm 447	090394-6-7, Sections 3.02-3.03
30	Damage	MB2	Discoloration on stairwell header	090320-15-18, Section 3.06 Paragraphs A-F
31	Damage	MB2	Window damage at top of steps	090320-15-18, Section 3.06 Paragraphs A-F
32	Damage	MB2	Corner damage by Rm 469	090320-15-18, Section 3.06 Paragraphs A-F
33	Damage	MB2	Multiple corners by elevator	090320-15-18, Section 3.06 Paragraphs A-F
34	Damage	MB2	Corner base across from 473	090320-15-18, Section 3.06 Paragraphs A-F

Building 1 Painting Project Exhibit D Drawing Key

<u>Photo #</u>	<u>Rep Type</u>	<u>Bldg</u>	<u>Location</u>	<u>Repair Specification Reference</u>
35	Crack	MB2	Ceiling by Rm 473	090320-18 Paragraph G
36	Crack	MB2	Wall beside Rm 473	090320-18 Paragraph G
37	Crack	MB2	Ceiling by Rm 476	090320-18 Paragraph G
38	Crack	MB2	Wall beside Rm 476	090320-18 Paragraph G
39	Damage	MB2	Corner across from Rm 476	090320-15-18, Section 3.06 Paragraphs A-F
40	Crack	MB2	Wall/ceiling across from elevator	090320-18 Paragraph G
41	Scuffing	MB2	Stair header	090394-6-7, Sections 3.02-3.03
42	Crack	MB2	Wall crack at top of steps	090320-18 Paragraph G
43	Scuffing	MB2	Stair wall	090394-6-7, Sections 3.02-3.03
44	Crack	MB2	Ceiling above Rm 462	090320-18 Paragraph G
45	Peeling	MB2	Ceiling above Rm 446	090394-6-7, Sections 3.02-3.03
46	Bubble	MB2	Ceiling at top of stairwell	090320-15-18, Section 3.06 Paragraphs A-F
47	Crack	MB2	Ceiling next to stairwell	090320-18 Paragraph G
48	Crack	MB2	Ceiling by vent in hallway	090320-18 Paragraph G
49	Crack	MB2	Ceiling above Rm 424	090320-18 Paragraph G
50	Crack	MB2	Ceiling above Rm 424	090320-18 Paragraph G
51	Bubble	MB2	Ceiling above Rm 432	090320-15-18, Section 3.06 Paragraphs A-F
52	Crack	MB2	Ceiling above Rm 418	090320-18 Paragraph G
53	Crack	MB2	Ceiling to the left of Rm 410	090320-18 Paragraph G
54	Stain	MB2	Stain on wall across from Rm 410	090394-6-7, Sections 3.02-3.03
55	Crack	MB2	Ceiling by mens RR	090320-18 Paragraph G
56	Crack	MB2	Ceiling at stair header	090320-18 Paragraph G
57	Damage	MB2	Hole in wall at mid stairwell	090320-15-18, Section 3.06 Paragraphs A-F
58	Crack	MB2	Sill damage at top stair window	090320-18 Paragraph G
59	Bubble	MB2	Ceiling at upper stairwell	090320-15-18, Section 3.06 Paragraphs A-F
60	Damage	MB2	Missing paint around alarm	090394-6-7, Sections 3.02-3.03
61	Damage	MB2	Corner damage by Rm 400	090320-15-18, Section 3.06 Paragraphs A-F
62	Damage	MB2	Wall crack above Rm 400	090320-15-18, Section 3.06 Paragraphs A-F
63	Damage	MB2	Wall damage around grille	090320-15-18, Section 3.06 Paragraphs A-F
64	Damage	MB2	Wall damage around grille	090320-15-18, Section 3.06 Paragraphs A-F
65	Crack	MB2	Wall across from Rm 401	090320-18 Paragraph G
66	Damage	MB2	Corner damage next to Rm 401	090320-15-18, Section 3.06 Paragraphs A-F
67	Crack	MB2	Corner across from Rm 405	090320-18 Paragraph G
68	Crack	MB2	Wall next to Rm 405	090320-18 Paragraph G

Building 1 Painting Project Exhibit D Drawing Key

<u>Photo #</u>	<u>Rep Type</u>	<u>Bldg</u>	<u>Location</u>	<u>Repair Specification Reference</u>
69	Crack	MB2	Ceiling at stair header	090320-18 Paragraph G
70	Damage	MB2	Crack and bow in upper stair wall	090320-15-18, Section 3.06 Paragraphs A-F
71	Damage	MB2	Sill damage at top stair window	090320-15-18, Section 3.06 Paragraphs A-F
72	Crack	MB2	Crack in upper stair ceiling	090320-18 Paragraph G
73	Damage	MB2	Wall above Rm 411	090320-15-18, Section 3.06 Paragraphs A-F
74	Crack	MB2	Ceiling across from Rm 411	090320-18 Paragraph G
75	Bubble	MB2	Wall across from Rm 418	090320-15-18, Section 3.06 Paragraphs A-F
76	Crack	MB2	Wall to the right of Rm 415	090320-18 Paragraph G
77	Crack	MB2	Ceiling above Rm 423	090320-18 Paragraph G
78	Crack	MB2	Wall to the right of Rm 419	090320-18 Paragraph G
79	Damage	MB2	Missing paint around alarm	090394-6-7, Sections 3.02-3.03
80	Crack	MB2	Ceiling above Rm 425	090320-18 Paragraph G
81	Crack	MB2	Ceiling outside stairwell	090320-18 Paragraph G
82	Scuffing	MB2	Hallway wall	090394-6-7, Sections 3.02-3.03
83	Crack	MB2	By ceiling vent outside gallery	090320-18 Paragraph G
84	Crack	MB2	Wall at the top of the stairwell	090320-18 Paragraph G
85	Scuffing	MB1	Wall beside chamber	090394-6-7, Sections 3.02-3.03
86	Crack	MB1	Ceiling in front of Rm 257	090320-18 Paragraph G
87	Peeling	MB1	Ceiling above Rm 267	090394-6-7, Sections 3.02-3.03
88	Damage	MB1	Ceiling access panel by Rm 277	090320-15-18, Section 3.06 Paragraphs A-F
89	Bubble	MB1	Top of window mid stairwell	090320-15-18, Section 3.06 Paragraphs A-F
90	Peeling	MB1	Top of stair header	090394-6-7, Sections 3.02-3.03
91	Crack	MB1	Header by Rm 279	090320-18 Paragraph G
92	Crack	MB1	Header by Rm 274	090320-18 Paragraph G
93	Crack	MB1	Stairwell header	090320-18 Paragraph G
94	Damage	MB1	Corner across from elevator	090320-15-18, Section 3.06 Paragraphs A-F
95	Crack	MB1	Wall at East Wing entrance	090320-18 Paragraph G
96	Damage	MB1	Bottom of tread at EW entrance	090320-15-18, Section 3.06 Paragraphs A-F
97	Peeling	MB1	Ceiling by womens RR	090394-6-7, Sections 3.02-3.03
98	Bubble	MB1	Header by stairwell	090320-15-18, Section 3.06 Paragraphs A-F
99	Damage	MB1	Under stairwell access panel	090320-15-18, Section 3.06 Paragraphs A-F
100	Crack	MB1	Ceiling above Rm 200	090320-18 Paragraph G
101	Peeling	MB1	Header by Rm 201	090394-6-7, Sections 3.02-3.03
102	Crack	MB1	Stairwell header	090320-18 Paragraph G

Building 1 Painting Project Exhibit D Drawing Key

Photo #	Rep Type	Bldg	Location	Repair Specification Reference
103	Bubble	MB1	Below grid in stairwell	090320-15-18, Section 3.06 Paragraphs A-F
104	Stains	MBG	Stairwell ceiling	090394-6-7, Sections 3.02-3.03
105	Damage	MBG	Below grid in stairwell	090320-15-18, Section 3.06 Paragraphs A-F
106	Damage	MBG	Around missing marble over door	090320-15-18, Section 3.06 Paragraphs A-F
107	Damage	MBG	Scrape on wall under steps	090320-15-18, Section 3.06 Paragraphs A-F
108	Peeling	MBG	Ceiling by door	090394-6-7, Sections 3.02-3.03
109	Bubble	MBG	Ceiling at header	090320-15-18, Section 3.06 Paragraphs A-F
110	Peeling	MBG	Ceiling outside doors	090394-6-7, Sections 3.02-3.03
111	Crack	MBG	Ceiling in front of steps	090320-18 Paragraph G
112	Damage	MBG	Discolored area on ceiling	090394-6-7, Sections 3.02-3.03
113	Damage	MBG	Discolored area on ceiling	090394-6-7, Sections 3.02-3.03
114	Peeling	MBG	Back side of header	090394-6-7, Sections 3.02-3.03
115	Bubble	MBG	Bottom of header	090320-15-18, Section 3.06 Paragraphs A-F
116	Peeling	MBG	Stairwell header	090394-6-7, Sections 3.02-3.03
117	Bubble	MBG	Ceiling at entry	090320-15-18, Section 3.06 Paragraphs A-F
118	Bubble	MBG	Brown square above light	090320-22-23, Section 3.08 Paragraphs A-I
119	Peeling	MBG	Ceiling by wall	090394-6-7, Sections 3.02-3.03
120	Damage	MBG	Tear in stairwell wall	090320-15-18, Section 3.06 Paragraphs A-F
121	Crack	MBG	Ceiling in entry	090320-18 Paragraph G
122	Crack	MBG	Ceiling left of the mens room	090320-18 Paragraph G
123	Crack	MBG	Ceiling header by stairs	090320-18 Paragraph G
124	Stains	MBG	Bottom of stair header	090394-6-7, Sections 3.02-3.03
125	Damage	SE Steps	Sample of typical damage	90320 and 090394 All sections as needed
126	Damage	SE Steps	Sample of typical damage	90320 and 090394 All sections as needed
127	Damage	SE Steps	Sample of typical damage	90320 and 090394 All sections as needed
128	Damage	SE Steps	Sample of typical damage	90320 and 090394 All sections as needed
129	Damage	SE Steps	Sample of typical damage	90320 and 090394 All sections as needed
130	Damage	NW Steps	Sample of typical damage	90320 and 090394 All sections as needed
131	Damage	NW Steps	Sample of typical damage	90320 and 090394 All sections as needed
132	Damage	NW Steps	Sample of typical damage	90320 and 090394 All sections as needed
	FLOOR KEY	EW#	East Wing Floor	
		WW#	West Wing Floor	
		MB#	Main Building Floor	
		MBG	Main Building Ground Floor	



West Virginia Capitol Building Building One Paint and Plaster Repairs Project



**Exhibit C Project Manual
Revised October 20, 2021
Prepared by:
State of West Virginia
General Services Division
112 California Avenue
Building 4, 5th floor
Charleston, WV 25305**

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SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following subjects:
 - 1. Owner's Representative
 - 2. Published Regulations
 - 3. Conflicts or Discrepancies
 - 4. Specification and Drawing Conventions

1.03 RELATED SECTIONS

- A. All Division 01 and Technical Specifications.

1.04 OWNER'S REPRESENTATIVE

- A. General: The "Owner" for the Project is the State of West Virginia, Department of Administration, General Services Division (GSD).
- B. The terms "GSD", "State", "State of West Virginia", and "Agency" used throughout the Contract Documents shall be synonymous with "Owner".
- C. The GSD may assign a Project Manager as the Owner's on-site representative for the construction phase to serve the following functions:
 - 1. Coordinate all construction phase consultants of the Owner;
 - 2. Coordinate other Consultant, GSD, and Contractor communications;
 - 3. Expedite resolution of all conflicts;
 - 4. Perform additional quality assurance oversight (such as inspection, verification, acceptance, rejection); and
 - 5. Perform other administrative oversight.
- D. The GSD's Project Manager shall be provided copies of all written decisions and notices to the Contractor as well as information and notices from the Contractor.

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- E. The GSD Project Manager and any consultants may inspect the Contractor's Work at all necessary stages on behalf of the GSD. Inspections may be performed at layout, demolition and preparation, placement and curing, and final cleaning phases of the Work. These inspections do not replace or alter the requirements of the Contractor's quality control procedures as specified in Section 01 40 00 – "Quality Requirements."
- F. The GSD may also delegate to any selected consultant certain inspection, verification, acceptance, rejection, and administrative duties and authority. The GSD shall provide the Contractor information in writing defining the limits of the selected consultants' authority.

1.05 CONFLICTS OR DISCREPANCIES

- A. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - 1. The Centralized Purchase Order, as issued by the State Purchasing Division, incorporating the Centralized Request for Quotations plus all Addenda (with those of later date having precedence over those of earlier date).
 - 2. Division 01 of the Specifications.
 - 3. Drawings and Divisions 02-32 of the Specifications.
- B. In the case of conflicts or discrepancies between Drawings and Divisions 02-32 of the Specifications or within either Document not clarified by Addendum, GSD will determine which takes precedence.

1.06 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intending meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
 - 2. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specification Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviation scheduled on the Drawings.

PART 2 - PRODUCTS

NOT USED.

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PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 00 00

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - A. Project Information
 - B. Background Information
 - C. Type of Contract
 - D. Work Covered by the Contract Documents
 - E. Work Not in Contract
 - F. Contractor's Responsibilities
 - G. Work Restrictions and Use of Site
 - H. Work Sequence and Phasing
 - I. Protection

1.03 RELATED SECTIONS

- A. Section 01 14 00 - "Work Restrictions & Use of Site"
- B. Section 01 32 13 - "Scheduling of Work"
- C. Section 01 40 00 - "Quality Requirements"
- D. Section 01 50 00 - "Temporary Facilities and Controls"
- E. Section 01 56 00 - "Temporary Barriers and Enclosures"

1.04 PROJECT INFORMATION

- A. Project Name: West Virginia State Capitol Building Paint and Plaster Project
- B. Project Location:
 - 1900 Kanawha Boulevard East
 - Building 1, Capitol Building
 - Charleston, West Virginia 25305.

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- C. Owner: State of West Virginia, Department of Administration, General Services Division (GSD), A&E Section, 112 California Ave., Building 4, Charleston, WV 25305.

1.05 BACKGROUND INFORMATION

- A. Construction of the West Virginia Capitol Building (Building 1) was completed in June of 1932. Since its construction, several condition assessments have been completed as well as repair efforts. Assessments completed in 1995 and 2008 documented original colors and context for a historically appropriate color palette for the West Virginia State Capitol Building. This repair project is intended to address observed damages and provide improvements to the Capitol. Copies of previous condition assessment reports can be provided upon request.
- A. Repairs under this contract include a variety of repairs. These include but are not limited to: painting of flat surfaces, molding and some limited decorative painting; repair of plaster on flat surfaces and moldings; and crack repairs.

1.06 TYPE OF CONTRACT

- A. Project will be constructed under lump sum and unit prices general construction contract.
- B. Unit prices cover portions of work added to or deducted from quantities indicated by Contract Documents.
- C. Unit prices and lump sum prices are for work in place, except where indicated otherwise.

1.07 GENERAL

- A. The Contractor shall be responsible for all permits and jurisdictional inspections, federal and jurisdictional safety requirements and codes pertaining to this project.
- B. The Contractor shall remove from Owner's property all debris resulting from the work to locations off the Owner's property and obtain written permits and release from the owners of the property where the materials will be deposited.
- C. The Contractor shall coordinate his efforts in the performance of this contract with the GSD (General Services Division).
- D. The Contractor shall be responsible for all permits, shall complete the work required under this Contract in compliance with all applicable Building Codes, National Electrical Codes (NEC), safety and all other jurisdictional codes pertaining to this project.
- E. Contractor shall provide access to the work, provide storage facilities and cooperate fully with any testing and inspection firm to provide quality control inspections and testing as deemed necessary by the Owner for the Owner's sole use. This requirement does not replace nor alter the requirements of the Contractor's quality control procedures as specified in Section 01 40 00.

1.08 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. Locations and areas of work to be performed as indicated in the drawings. Vendor must perform field verification.
- B. Erection of construction barriers, controls, scaffolding, debris enclosures, temporary protection, overhead protection, and installation of all required signage as necessary to maintain occupant access and egress during the work.
 - A. Access shall be maintained for the occupants throughout the duration of the Work, and materials and equipment shall be stored in designated areas to prevent impact on occupants or building activities. Measures will need to be taken to ensure occupant and worker safety is held paramount through the entire duration of the Work.
- C. Concurrent Work: Where required, cooperate fully with other contractors so work on separate contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. There are no known separate contracts that will coincide with the Work outlined herein. If other contracts become known during the time of construction, the GSD will notify the Contractor as information becomes available.

1.09 WORK NOT IN CONTRACT

- A. In preparing the Contract Documents, certain items, which are not included in the Contract, are shown in order to clarify the relative locations of elements within the Work as well as demonstrate other functions of elements within the Work. Generally, adjacent existing elements have been shown to assist or to explain the placing of connections or adjacent work. These items are generally noted to remain.
 - A. Any item or Work shown on the Contract Documents shall be considered a part of the Contract unless it is clearly noted "not-in-contract (N.I.C.)."
 - B. Where preparatory work requires mechanical, electrical, or plumbing connection lines or where permanent installation is required by any item of work, whether or not noted "N.I.C.", such preparatory work, connection lines or permanent installation is included in the Contract.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall furnish all labor and materials not otherwise specified and have entire charge of the construction operations, including all subdivisions thereof, and shall be solely responsible for the execution of the work in its entirety, whether sublet or executed by the Contractor's own organization.
- B. Except as specifically noted, Contractor shall provide and pay for the following:
 - A. Labor, materials, and equipment.
 - B. Tools, construction equipment, and machinery.

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- C. Other facilities and services necessary for proper execution and completion of work, including all access, pedestrian protection and egress signage.
- D. All legally required sales, consumer, and any usage taxes.
- E. Any cost associated with giving all required notices.
- C. In addition to the execution of Work outlined within this Section, the Contractor is also fully responsible for all Quality Control, Quality Control Testing unless such responsibilities are specifically assigned to another entity.
 - A. Refer to individual Technical Specifications for specific Quality Control requirements.
 - B. Refer to Section 01 40 00 "Quality Requirements" for general requirements with respect to quality control and testing.
- D. Contractor shall comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on the performance of work.
- E. Contractor shall promptly submit written notice to the GSD Project Manager of any observed variance of the Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that the Plans and Specifications comply with codes and regulations:
 - A. The Contract Documents will be modified to make the necessary changes.
 - B. The Contractor shall assume responsibility for work known to be contrary to such requirements, and performed without such notice.
- F. Contractor shall enforce strict discipline and good order among employees. Contractor shall not employ persons unskilled in their assigned tasks.
- G. Contractor shall pay for all laboratory and field testing except for those tests specifically indicated that will be at the GSD's expense.
- H. Contractor shall ensure a safe working environment is provided meeting all local, State, and Federal requirements, to include OSHA regulations.
- I. The Contractor and each Subcontractor shall be responsible for the proper coordination of work and understanding of the items of work which connect with or are dependent upon the work of other trades.

1.11 WORK RESTRICTIONS AND USE OF SITE

- A. Refer to Section 01 14 00, "Work Restrictions & Use of Site" for more specific requirements.

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- B. The West Virginia State Capitol Building, as well as adjacent buildings and parking lots not included in the work, will be occupied throughout the day and night hours during the entire period of construction. The nature of activities at the Capitol Building is such that there must be the least possible disturbance to occupants, as well as occupants within adjacent buildings, from the Contractor. The work is to be performed at such times, as directed, so as not to disturb the building users or their access to areas of the building that will remain open.
 - A. Unnecessary noises shall be avoided at all times and unavoidable noises shall be reduced to a minimum so as to constitute the least disruption to the operations conducted in the adjacent occupied areas.
- C. Driveways, walkways, and entrances: Keep driveways, loading areas, and entrances serving the premises clear and available to the building occupants and emergency vehicles at all times.
 - A. The existing parking spaces serving the premises shall be kept clear and available to the building users at all times, except for the spaces designated for the Contractor's use and repair areas. The Contractor shall at his own expense repair and restore to its condition as of the beginning of construction all existing driveways, pavements and sidewalks, landscaping, and lawn disturbed by the Contractor's operations. New materials shall match the existing and adjacent work.
- D. The Contractor and his Subcontractors shall not encroach upon adjacent property for the storage of materials, nor shall any of the Contractor's or Subcontractor's employees be permitted on such properties.
- E. All construction personnel will be restricted at all times to the established work and staging areas, and storage and stockpiling of construction materials and equipment will also be restricted to those areas.
 - A. Confine operations at the site to areas permitted by law, ordinance, permits, and Contract Documents.

1.12 PROTECTION

- A. Refer also to Section 01 50 00 "Temporary Facilities and Controls" and Section 01 56 00 "Temporary Barriers and Enclosures" for more specific requirements.
- B. Exercise every precaution to protect and maintain free from damage portions of the existing building and other areas and buildings adjacent to and the work. Damage to portions of the existing building and adjacent areas not subject to work under the Contract shall be repaired to the full satisfaction of the GSD, at the Contractor's expense.
- C. All open work areas must be protected from wind, snow, and rain damage before the end of each working day. The Contractor shall be solely responsible for any weather damage to the work areas and shall replace damaged materials at no additional cost to the GSD.

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- D. Contractor shall provide and maintain adequate fire protection for the duration of construction. All flammable materials are to be stored in a safe manner away from any heat source and in accordance with all local, state, and federal regulations.
- E. Protection of Mechanical and Electrical Equipment:
 - A. Existing mechanical and electrical systems must be maintained in operation that serve the Capitol Building.
 - B. Provide filters, covers, or duct extensions as required to prevent the intake of dust, overspray, or fumes into the equipment.
 - C. Precautions must be taken so that any existing pipe, conduit, or ductwork is not severed or otherwise disrupted.

1.13 WORK SEQUENCE

- A. Refer also to Section 01 32 13 "Scheduling of Work" for specific requirements regarding the phases of work.
- B. No work shall begin until all temporary protection for occupants is in place. Contractor shall provide all necessary signage to direct pedestrians around interior temporary protection.
 - A. All temporary protection must be inspected by the GSD prior to the start of work as required by the local jurisdiction.
 - B. Safe pedestrian egress and access to and from the Capitol Building and all adjacent buildings and parking lots must be maintained at all times.
- C. Work shall be coordinated to provide the least interruption to building operations. Accommodations shall be made to stop work when requested by the GSD for a major event (legislative session). Work shall be scheduled and coordinated with the GSD, who will approve all phasing and scheduling of the work.

1.14 WARRANTIES

- A. The work shall be warranted by the Contractor for a period of one (1) year from final acceptance of the project. The warranty shall assign the rights to all materials and manufacturer's warranties to the Owner.
- B. The work is warranted against defective materials and workmanship for the warranty period and during this period shall be replaced by the Contractor at no cost to the Owner. The warranty shall not extend to areas beyond those repaired.

END OF SECTION 01 11 00

SECTION 01 14 00
WORK RESTRICTIONS & USE OF SITE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Concurrent Occupancy
 - 2. Use of Site and Premises
 - 3. Security Procedures
 - 4. Working Hours
 - 5. Existing Utility Interruptions
 - 6. Site Access
 - 7. Operations Outside of Construction Limits
 - 8. Site Protection
 - 9. Fire Protection
 - 10. Trash Disposal
 - 11. Noise & Vibration Restrictions
 - 12. Special Site Requirements
 - 13. Burning and Welding Operations
 - 14. Blasting

1.03 RELATED SECTIONS

- A. Section 01 32 13 – “Scheduling of Work”
- B. Section 01 50 00 – “Temporary Facilities and Controls”
- C. Section 01 56 00 – “Temporary Barriers and Enclosures”
- D. Section 01 74 00 – “Cleaning and Waste Management”
- E.

1.04 CONCURRENT OCCUPANCY

- A. The West Virginia Capitol Building will remain occupied during the entire construction period. Contractor shall cooperate with GSD to minimize conflict and to perform work so as not to interfere with normal operations to the greatest extent possible.

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- B. Accessible ingress and egress for occupants, and support services must be continuously maintained, along with clear routes through the Capitol Building.
 - 1. Keep all exits required by applicable code open during construction period and provide overhead protection where necessary. Provide temporary exit signs if exit routes are temporarily altered.
 - 2. Provide adequate protection for building occupants in accordance with OSHA and all applicable local, state, and federal codes and regulations.
- C. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Contractor shall coordinate with the GSD access to and security of existing mechanical/electrical equipment spaces.

1.05 USE OF SITE AND PREMISES

- A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period as indicated in the Construction Documents. Contractor shall not disturb portions of the project site beyond areas in which the Work is indicated.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Parking: Limited parking is available at the Project site. Consult with GSD for locations designated for Contractor parking as part of the project. Parking permits may be required for the duration of the project for vehicles parked in these locations. Coordination with the GSD will be required to obtain parking permits. Maps indicating exact parking locations and additional instructions are to be provided by GSD.
- D. Deliveries: Schedule deliveries to minimize use of driveways and entrances.
 - 1. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 2. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - 3. Use Flag Person with proper personal protective equipment and traffic controls.
 - 4. Minimize traffic closures.
 - 5. Coordinate large deliveries with GSD and Division of Protective Services.
 - a. Call (304)-558-5715 for Deliveries after 7:00 PM and on Weekends and Holidays.
 - 6. Contractor is responsible for receiving all deliveries; deliveries made to adjacent facilities or to the GSD will not be accepted.
 - 7. Contractor use of public right-of-way shall conform to the requirements of local jurisdiction.
- E. Storage:

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1. Effectively store all materials and equipment during the entire period of construction. Contractor is solely responsible for the protection and storage of materials to prevent damage or theft.
2. Do not unreasonably encumber the site with materials or equipment.
3. Construction equipment, shoring, tools, etc., shall be stored only in areas designated as Contractor Work Areas or Contractor Laydown Areas. Move any stored products which will interfere with operations.

1.06 SECURITY PROCEDURES

- A. All personnel that will be accessing the site during construction must obtain security clearance pursuant to West Virginia Code 15-2D-3(e), which requires that “any service providers whose employees are regularly employed on the grounds on the building of the Capitol Complex or who have access to sensitive or critical information submit to a fingerprint based background inquiry through the state repository.”
 1. Applications are submitted through IdentoGO/Idemia.
 - a. Applicants must make an appointment by calling the toll free number 1-855-766-7746 or register online at www.identogo.com for more information
 2. Criminal history investigations will be completed by the West Virginia State Police and the Federal Bureau of Investigation.
 3. GSD to provide appropriate paperwork required to obtain security clearance.
- B. Key personnel from the Contractor will be required to obtain Access Cards that allow access to the Capitol Building.
 1. Key personnel to receive access cards must be approved by the GSD.
 2. Security clearance must be complete in accordance with Article 1.06A prior to obtaining an access card.
 3. Coordinate with the GSD to obtain access cards.
 - a. Key personnel must provide the following in order to obtain an access card:
 - i. Name
 - ii. Date of Birth
 - iii. Driver’s License Number
 - iv. Contact/cell phone number
 - b. Processing of information to receive access cards will take no less than one (1) week.
 - c. Access cards, once approved, can be obtained from Building 18, 103 Michigan Avenue, Charleston, WV 25311. A signature is required in order to obtain the access card.

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- C. The Contractor is required to provide the GSD a complete list of workers that will be on the job site fifteen (15) working days prior to the start of Work. Any changes in site personnel must be reported to the GSD in writing immediately. To be included on the list of workers are the names and badge numbers for each worker on site. Such information is required by the Division of Protective Services for safety reasons and in the event of an emergency.
- D. Picture ID badges must be worn on outer garments above elbow level by each person working on the premises at all times.
 - 1. Any Contractor personnel not complying with this requirement may be denied access to the building and may be escorted off premises by the Capitol security personnel.

1.07 WORKING HOURS:

- A. On-Site Work Hours: Normal business working hours of 7:00 AM to 7:00 PM, Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: Weekend work shall be coordinated with the GSD.
 - 2. Night work may be permitted for select phases of this project. Contractor shall notify the GSD 5 days prior to commencing phases that require night work. Any work outside of the phases that permit night work shall be coordinated with the GSD.
- B. Deliveries: Limit deliveries to normal business hours of 7:00 AM to 5:00 PM, Monday through Friday, unless otherwise indicated.

1.08 EXISTING UTILITY INTERRUPTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving the building unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. The Contractor shall include planned disruptions to the building utilities in the agendas for project meetings, but in no case shall the Contractor proceed with any work that could disrupt services to the building without a fourteen (14) calendar day written notice to the GSD and a written agreement by the GSD to the proposed outage or disruption period.
 - 2. Do not proceed with utility interruptions without GSD's written permission.

1.09 SITE ACCESS

- A. All access to work areas shall be from the designated construction service areas. Construction signs, traffic control signs, and safety signs shall be prepared prior to repair work.
- B. Workers shall uphold construction safety regulations and guidelines at all times in accordance with federal, state, and local jurisdictions.

1.10 OPERATIONS OUTSIDE CONSTRUCTION LIMITS

- A. Use of certain passageways and other areas, outside of defined limits of construction, will be granted on an as needed basis. Requests must be approved by the GSD in writing prior to access being granted.

1.11 SITE PROTECTION

- A. See Section 01 50 00 "Temporary Facilities and Controls" and Section 01 56 00 "Temporary Barriers and Enclosures" for additional information on site protection.
- B. Temporary construction barriers, pedestrian protection, traffic control measure, and all necessary temporary facilities and protection barriers shall be constructed or installed in accordance with the 2015 International Building Code (IBC).
- C. No work shall commence until all temporary controls related to the pedestrian protection, egress, and worker access are in place.
 - 1. Where necessary, inspections are to be performed by the GSD and State Fire Marshall prior to the start of work. Contractor shall be responsible for coordinating inspections with construction schedule and providing inspector access to each location.

1.12 FIRE PROTECTION

- A. Provide and maintain hand fire extinguishers suitable for fire hazards involved at convenient accessible locations during construction. The Contractor shall keep fire extinguishers as needed in work areas and around stored flammable materials. The type of extinguisher shall be appropriate for the service and in sufficient numbers for the workers to control fires accidentally caused by the Work.
- B. Avoid accumulations of combustible forms, form lumber, and debris within construction site.
- C. A fire extinguisher shall be located by all gasoline or diesel-powered equipment
- D. Handling of Flammable Liquids:
 - 1. Store flammable or volatile liquids approved containers in open air or in small detached structures or trailers.
 - 2. Closely supervise storage of paint materials and other combustible finishing and cleaning products.
 - 3. Do not store oily rags in closets or other light spaces.
 - 4. Prohibit smoking in vicinity of hazardous operations.

1.13 TRASH DISPOSAL

- A. See Section 01 74 00 "Cleaning and Waste Management" for additional requirements for cleaning and waste management, to include trash disposal.
- B. Keep building and project site free from accumulations of trash.
- C. Remove cartons, crates, wrappings, lunch trash and other trash daily.
- D. Do not burn paper, trash or other material on site.

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- E. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary sewers.

1.14 NOISE & VIBRATION RESTRICTIONS

- A. Contractor shall execute the work to comply with local jurisdictions.

1.15 SPECIAL SITE REQUIREMENTS

- A. During the course of the project, “visitors,” interested staff, etc. may attempt to solicit information from Contractors and Subcontractors. The Contractor shall have procedures in place that deters all workers onsite from giving any information to passers-by. All inquiries should be directed to the GSD Project Manager. The Contractor shall have a confidentiality policy in place that discourages all workers from taking any photo or video within the construction area for their own personal use. Additionally, the Contractor should have procedures in place that further discourages the posting of any media to any social media sites, blogs, instant messengers, or other forms of media.
 - 1. All media requests shall be directed to the GSD’s Project Manager.
 - 2. There shall be no publication of project photos without the GSD’s express written consent.
- B. Pre-document site conditions prior to work. Video or photos are acceptable.
- C. Designate a safety officer who will coordinate and run routine safety meetings.
- D. Use of alcohol, illegal substance, smoking, and possession of firearms are prohibited.

1.16 BURNING AND WELDING OPERATIONS

- A. The Contractor shall provide the GSD five (5) working days’ advance notice for all burning and welding operations. A fire watch shall be maintained during burning and welding operations per order of the state Fire Marshal Office.

1.17 BLASTING

- A. Blasting is strictly prohibited on Capitol Grounds.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 14 00

SECTION 01 20 00
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following subjects:
 - 1. General Requirements
 - 2. Base Bid Work
 - 3. Unit Price Items
 - 4. Invoices

1.03 RELATED SECTIONS:

- A. Pricing Page
- B. Section 01 11 00 – “Summary of Work”
- C. Section 01 26 00 – “Contract Modification Procedures”
- D. Section 01 29 00 – “Payment Procedures”
- E. Section 01 35 43 – “Environmental Procedures”

1.04 GENERAL REQUIREMENTS

- A. Perform work required by Base Bid and Unit Price Items in accordance with the Contract Documents.
 - 1. Unit Price Items cover portions of Work added to or deducted from Base Bid work by formal Change Order.
- B. Base Bid and Unit Price Items are for work in place, except where indicated otherwise.
- C. Base Bid and Unit Prices for the work includes the following costs:
 - 1. Products.
 - 2. Delivery to site.
 - 3. Supervision, labor, and equipment.
 - 4. Removal and/or installation, including associated accessories and equipment.
 - 5. Insurance.
 - 6. Applicable taxes.

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7. Overhead and profit.
8. Handling, including receiving, unloading, uncrating, storage, distribution, removal from job site and lawful disposal.
9. Protection from damage and from elements.
10. Submittal and processing of product data, shop drawings, samples, and other required submittals.
11. Permits.
12. Bonds.
13. Other expenses required to complete installation.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The sum of the Base Bid and all Unit Price Items will be used to determine the Total Base Bid amount.
- B. Bids will be evaluated, and Contract awarded based on the Total Base Bid amount.

2.02 BASE BID ITEMS, GENERAL

- A. Base Bid shall include all items of the work as described in Section 01 11 00 "Summary of Work" and each specification section and as shown in the Drawings. The Base Bid should include all items reasonably incidental to furnishings and completing such work to include, but not limited to:
 1. Mobilization, Staging, Equipment, Protection, Inspection, Permits, Bonds, Management, Administration, and Incidental Work: This item shall include payment for the items listed and any other item associated with the general requirements and conditions of the Project and incidental work.
- B. The Contractor shall notify GSD immediately in writing of any Base Bid work that deviates materially from the prescribed basis for bidding and for which an adjustment in Base Bid price is desired. The Contractor shall measure and quantify any such deviations, subject to the GSD's verification, prior to performing any work which might make verification impossible. No adjustments in Base Bid prices will be considered unless supporting field measurements and a supporting summary of changes in cost are submitted to GSD and approved by GSD in writing prior to the Contractor performing the work in accordance with Section 01 26 00 "Contract Modification Procedures." All adjustments to the Base Bid must be approved by formal Change Order. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain the GSD's property, items shall be removed from the site by the Contractor.

2.03 UNIT PRICE ITEMS, GENERAL

- A. Work to be performed on a Unit Price basis shall be measured according to the methods described below, in Section 01 11 00 "Summary of Work," and each applicable specification section. Payment for work on unit price items made after

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the additional quantities are added by formal Change Order. No work shall be executed for Unit Price Items until GSD have reviewed and approved repair quantities and associated costs. Unless stated otherwise, records will consist of Drawings showing the areas repaired with dimensions and a cumulative record of quantities repaired.

2.04 TOTAL BASE BID ITEMS

- A. Base Bid: The Base Bid price is to include Scope of Work items as described in Article 2.02A, which are shown in the Drawings and Specifications that have known quantities. It is the responsibility of the Contractor to ensure all Scope of Work items required by the Contract Documents are included in the Base Bid.
 - 1. Painting Ground floor, 1st floor, 2nd floor, 3rd floor and 4th floor as indicated on the contract drawings, in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting"
 - 2. Repair and replacement of historic interior plaster Ground floor, 1st floor, 2nd floor, 3rd floor and 4th floor in accordance with Section 09 03 20 "Historic Treatment of Plaster."
- B. Unit Price 1: Flat Plaster Repair
 - 1. Locations of damaged plaster within the Capitol require removal or repair of the plaster in accordance with Section 09 03 20 "Historic Treatment of Plaster," Item 3.06.
 - 2. Contractor shall include a Unit Price item, expressed in terms of square foot of repair and patching on wall or ceiling surfaces.
- C. Unit Price 2: Decorative Plaster Repair
 - 1. Locations of damaged formed plaster, molding, rosettes with the Capitol that require removal or repair in accordance with Section 09 03 20 "Treatment of Historic Plaster," Items 3.07 and 3.08.
 - 2. Contractor shall include a Unit Price item, expressed in terms of square foot of repair.
- D. Unit Price 3: Flat Surface Painting
 - 1. Locations of areas to paint in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."
 - 2. Contractor shall include a Unit Price item, expressed in units of square foot of painting of walls and ceilings.
- E. Unit Price 4: Decorative Paint
 - 1. Locations of areas with decorative features to be repaired in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."
 - 2. Contractor shall include a unit price item, expressed in units of square foot of painting formed plaster, molding, or other decorative features.

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2.05 INVOICES

- A. Submit invoices in accordance with Section 01 29 00 "Payment Procedures."

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 20 00

SECTION 01 25 00

SUBSTITUTION PROCEDURES (POST-AWARD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Substitutions for Cause
 - 2. Substitutions for Convenience

1.03 RELATED SECTIONS

- A. Section 01 26 00 "Contract Modification Procedures"

1.04 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor after the Contract has been awarded.
 - 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.

1.05 SUBMITTALS

- A. Substitution Request: Submit detailed information for each request for consideration. The following information should be provided within the substitution request:
 - 1. Specification Section number and title and Drawing numbers and titles.
 - 2. Existing product or fabrication or installation method to be replaced.
 - 3. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

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4. Coordination information, including a list of changes or revisions needed to other parts of the Work that will be necessary to accommodate proposed substitution, to include construction performed by GSD and separate contractors.
 5. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 6. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 7. Samples, where applicable or requested.
 8. Certificates and qualification data, where applicable or requested.
 9. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 10. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 11. Research reports evidencing compliance with applicable building codes.
 12. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 13. Cost information, including a proposal of change, if any, in the Contract Sum.
 14. 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.
 15. 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.
- B. GSD's Action: If necessary, GSD will request additional information or documentation for evaluation within five (5) days of receipt of a request for substitution. GSD will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or ten (10) days of receipt of additional information or documentation, whichever is later.
1. Forms of Acceptance: Change Order, Construction Change Directive, or GSD's Supplemental Instructions for minor changes in the Work.

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- a. See Section 01 26 00 "Contract Modification Procedures" for additional information on changes to the contract based on GSD's acceptance.
2. Use product specified if GSD does not issue a decision on use of a proposed substitution within time allocated.

1.06 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.

1.07 PROCEDURES

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

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
 1. Conditions: GSD will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, GSD 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.

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- 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: GSD will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, GSD will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers GSD a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities GSD must assume. GSD's additional responsibilities may include increased cost of other construction by GSD and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's construction schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. 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 3 - EXECUTION

NOT USED.

END OF SECTION 01 25 00

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications, including:
 - 1. Minor changes in the work
 - 2. Proposal requests
 - 3. Construction Change Directive
 - 4. Approvals
 - 5. Change Order Procedures

1.03 RELATED SECTIONS

- 1. Section 01 25 00 – “Substitution Procedures”
- 2. Section 01 31 00 – “Project Management and Coordination”

1.04 MINOR CHANGES IN THE WORK

- A. GSD shall have the authority to issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time. Such Supplemental Instructions may be issued in the following form:
 - 1. Verbal Direction: Verbal direction during a Construction Administration Site Visit. Such direction will also be memorialized in an GSD’s Construction Administration Site Visit Report.
 - 2. Site Visit Report: Written direction in an GSD’s Construction Administration Site Visit Report.
 - 3. Job Bulletin: Job Bulletins indicated to be “Supplemental Instructions” which may be included as responses to RFIs. Refer to Section 01 31 00 “Project Management and Coordination” for provisions for Job Bulletins.

1.05 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: A request to the Contractor for submission of an itemized quotation for changes in the Contract Sum or Contract Time. These proposals will provide a detailed description of proposed changes, including supplemental or revised Drawings and Specifications if necessary.

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1. Proposal Requests issued by GSD are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in proposal request after receipt of a proposal request, Contractor to submit a detailed Cost Proposal indicating all costs necessary to execute the change to GSD for review. Include supporting information including, but not limited to:
 - a. Include a list of quantities of products required and unit costs, with total amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
 - i. Credit for work deleted from Contract, similarly documented.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts. Specify whether equipment is rental or company owned.
 - c. Include costs of labor and supervision directly attributable to the change. Include all costs necessary to allow a full and final settlement of the change order without reservation of rights by either the Contractor or its subcontractors or suppliers.
 - d. Indicate any change to the project schedule duration. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use form acceptable to GSD.
- B. Contractor-Initiated Proposals: The Contractor may propose changes by submitting a request for a change to GSD. If latent or changed conditions require modifications to the Contract, Contractor may propose changes by submitting a request for change to GSD. Include supporting information including, but not limited to:
1. Statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. List of quantities of products required and unit costs, with the total amount of purchase to be made. If requested, furnish survey data to substantiate quantities.
 - a. Credit for work deleted from Contract, similarly documented.
 3. Applicable taxes, delivery charges, equipment rental and amounts of trade discounts.

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4. Costs of labor and supervision directly attributable to the change. Include all costs necessary to allow a full and final settlement of the change order without reservation of rights by either the Contractor or its Subcontractors or suppliers.
 5. Indicate any change to the project schedule duration. 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 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
- C. RFI Response-Initiated Proposals: GSD's response to an RFI may result in a Job Bulletin or Construction Change Directive which requests a cost proposal. Contractor shall prepare and submit cost proposal as outlined above.

1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: GSD may issue a Construction Change Directive via a Job Bulletin. 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.
- C. After completion of change, submit an itemized account and supporting data necessary to substantiate costs and time adjustments to the Contract.

1.07 APPROVALS

- A. Designated GSD personnel will be the only individuals to authorize and approve the change in Work and shall be the sole judge of the validity of the rationale for any requested extension of the contract time due to any change in work. No order for change, at any time or place, shall be in any manner or to any extent to relieve the Contractor of his obligations under the contract.

1.08 CHANGE ORDER PROCEDURES

- A. Contractor shall notify GSD of intentions to submit for a Change Order prior to commencing such work. Change Orders issued at the end of the project and without proper prior notification will be immediately rejected.
- B. Upon GSD's approval of a Proposal Request, GSD will prepare a "Change Order" form for signatures of GSD and Contractor, along with all required supporting documentation. GSD will submit the completed document to the West Virginia State Purchasing Division to request approval for the Change Order.

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1. Multiple Proposal requests may be consolidated into a single form.
- C. Once the Change Order has been approved and processed by the Purchasing Division, the Change Order shall be added to the Application for Payment. No payments towards a Change Order can be made until the Change Order has been approved and processed.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 26 00

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. This Section includes the following:
 - 1. Schedule of Values
 - 2. Applications for Payment
 - a. Initial Application for Payment
 - b. Application for Final Payment
 - 3. Changes and Additional Instructions

1.03 RELATED SECTIONS

- A. Section 01 26 00 – “Contract Modification Procedures”
- B. Section 01 32 00 – “Construction Progress Documentation”
- C. Section 01 77 00 – “Closeout Requirements”

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with the preparation of the Contractor’s construction schedule.
 - 1. Coordinate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets
 - b. Submittal schedule
 - c. Items required to be indicated as separate activities in the Contractor’s construction schedule.
 - 2. Submit the Schedule of Values to GSD at the earliest possible date, but no later than ten (10) business days before the date scheduled for submittal of initial Application for Payment.
- B. Format and Content: Use the 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.

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1. Arrange Schedule of Values in a manner consistent with the sequence of work.
 2. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location
 - b. Project Number (provided by GSD)
 - c. Contractor's name and address
 - d. Date of submittal
 3. Layout: Arrange Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division
 - b. Description of the Work
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator
 - e. Name of supplier
 - f. Change Order numbers that affect value
 - g. Dollar value of the following, as a percentage of the Contract Sum to the nearest percent, adjusted to total 100 percent:
 - i. Labor
 - ii. Materials
 - iii. Equipment
- C. The breakdown of the Contract Sum shall be broken down in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 2. 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. If required, include evidence of insurance.
 3. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 4. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

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5. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.
 6. Provide a separate line item for each purchase contract. Show line-item value of purchase contract and balance to be paid by the Contractor.
- D. Updating Schedule of Values: Revise Contractor's Construction Schedule and Schedule of Values to list approved Change Orders, along with the next Application for Payment submission when Change Orders or Construction Change Directives result in a change in the Contract Sum.
1. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

1.05 APPLICATIONS FOR PAYMENT

- A. Application for Payment Form: Use AIA Document G702 and AIA Document G703 as forms for Application for Payment.
1. Each Application for Payment following the initial Application for Payment shall be consistent with previous Applications for Payment as certified and paid for by the Owner. Provide an updated construction schedule with each application.
 2. Initial Application for Payment and Application for Final Payment involve additional requirements.
- B. Payment Schedule: The date for each progress payment is indicated in the "Agreement between the Owner and Contractor." The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
1. Submit a draft copy of Application for Payment five (5) business days prior to due date for review by GSD.
- C. Transmittal: Submit a signed and notarized original copy of each Application for Payment to GSD 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, if applicable.
- D. Preparation of Application for Payment: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. GSD 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 are made.
 2. Include amounts of 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.

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- a. When GSD requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
3. Include amounts of Change Orders issued before last day of construction period covered by application.
4. Include updated Contractor's Construction Schedule in accordance with Section 01 32 00 "Construction Progress Documentation," indicating current status of each activity on schedule.
 - a. No invoices will be processed until the Contractor's Construction Schedule is submitted.
- E. Stored Materials: Include in the Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. Provide certificate of insurance, evidence of transfer of title to GSD, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Provide location and supporting documentation, including photographs for materials stored off-site.

1.06 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of Subcontractors.
 2. Staff names and assignments.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Products list.
 6. Schedule of unit prices.
 7. Submittals Schedule (preliminary if not final).

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8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
9. Report of Preconstruction Trade Coordination conference.
10. List of Contractor's staff assignments.
11. List of Contractor's principal consultants.
12. Initial progress report.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.
16. Copies of building permits, as applicable

1.07 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION
NOT APPLICABLE

1.08 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment: Actions and submittals that must precede or coincide with submittal of the final Application for Payment include but are not limited to the following:
 1. All closeout procedures specified in Section 01 77 00 "Closeout Procedures."
 2. Completion of all punch-list work.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Evidence that claims have been settled.
 5. Final, liquidated damages settlement statement.
 6. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 7. Transmittal of required project construction records to the GSD, including any required As-built Drawings.
 8. Removal of surplus materials, rubbish, and similar elements.
 9. Removal of temporary facilities and services and restoration of existing impacted conditions.
 10. Certification that all sub-contractors and vendors have been paid in full.
 11. Release of Contract.

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1.09 CHANGES AND ADDITIONAL INSTRUCTIONS

- A. Changes to the Contract Documents that result in additions or deductions in Contract Sum or Contract Time shall follow the procedures outlined in Section 01 26 00 "Contract Modification Procedures."

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 29 00

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Coordination
 - 2. Existing Conditions
 - 3. Meetings
 - a. Preconstruction Conference
 - b. Preinstallation Conferences
 - c. Progress Meetings
 - d. Monthly Pay Meeting
 - 4. GSD's Construction Administration Site Visit Reports
 - 5. Job Bulletins
 - 6. Request for Information (RFI)

1.03 RELATED SECTIONS

- A. Section 01 26 00 – "Contract Modification Procedures"
- B. Section 01 29 00 – "Payment Procedures"
- C. Section 01 32 00 – "Construction Progress Documentation"
- D. Section 01 32 13 – "Scheduling of Work"
- E. Section 01 33 00 – "Submittal Procedures"
- F. Section 01 40 00 – "Quality Requirements."

1.04 DEFINITIONS

- A. Request for Information (RFI): Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.05 SUBMITTALS

- A. Key Personnel Contact Information: Submit a list of Key Personnel from the Contractor and Subcontractor(s). Include name, title, responsibility, and contact information. It is generally expected that this list of Key Personnel will include additional personnel from those indicated in the bid list.

1.06 COORDINATION

- A. General: Contractor shall coordinate scheduling, submittals, and general construction operations included in different Sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
 - 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 completion.
 - 2. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operations.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative: 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 Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustments of systems, as applicable.
- C. Conservation: Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- D. Drawings: Prepare coordination drawings according to requirements in individual Sections, and where installation is not completely shown on Shop Drawings, where limited space necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Draw 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. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

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- b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- c. Indicate the functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems, as applicable.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Indicate required installation sequences.
- f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.07 EXISTING CONDITIONS

- A. Conduct a thorough examination of the site, the Capitol Building, the Contract Documents, and furnished data of existing conditions before proceeding with the Work. The Contractor shall formulate from its examinations its own conclusions as to the extent of the existing conditions and the complexities that may be encountered in the execution of the Work.
- B. **Furnished Data:** Portions of the Contract Documents were prepared from data received from GSD. The furnished data is available from GSD and represents all existing conditions known to GSD. Such data will be furnished only for the information and convenience of the Contractor, and the accuracy or completeness of this data is not guaranteed. Field verify all existing dimensions. Other conditions, of which no record exists, may be encountered during construction.

1.08 MEETINGS

- A. **General:** Contractor shall schedule and conduct all meetings and conferences at the Project site, unless otherwise indicated.
 - 1. **Attendees:** Contractor shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify GSD and of scheduled meeting dates and times.
 - 2. **Agenda:** Contractor shall prepare the meeting agenda, unless otherwise indicated. Distribute the agenda to all invited attendees.
 - 3. **Minutes:** Contractor shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.09 PRECONSTRUCTION CONFERENCE

- A. General: The Preconstruction Conference shall be held prior to the start of construction. This meeting is intended to incorporate the requirements outlined in the General Conditions as well as to coordinate specific installation requirements among trade disciplines.
 - 1. This meeting shall not substitute or reduce the requirements of any pre-installation meeting required by individual Specification Sections which will focus on the technical installation of the applicable materials, systems, or assemblies.
- B. GSD will schedule the meeting after Award of the Contract and prior to starting construction. The Contractor will be notified at least five (5) business days in advance of the meeting date.
- C. Attendance Required: The GSD Project Manager, the Contractor Project Manager, the Contractor Superintendent, and the Project Manager of each Subcontractor.
 - 1. All parties in attendance shall carefully review the Contract Documents prior to the meeting and be prepared to discuss all items on the agenda.
- D. Prior to the meeting, the Contractor shall have completed the following and shall have provided these items to GSD at least three (3) days ahead of the Preconstruction Conference.
 - 1. Develop Construction Schedule as required per Section 01 32 13 "Scheduling of Work."
 - 2. Develop schedule of Testing & Inspections as required per Section 01 40 00 "Quality Requirements."
 - 3. Develop Submittal Log as required per Section 01 33 00 "Submittal Procedures."
 - a. Identify which Subcontractor is responsible for each submittal and Scope of Work.
 - 4. Contractor shall notify all parties if items outlined above will not be completed prior to the scheduled meeting and may request the meeting be rescheduled. Any impacts on the Construction Schedule by the Contractor's failure to be prepared for the meeting will not substantiate claims for extensions in Contract Completion Date.
- E. The Contractor shall record minutes and distribute copies to the participants within three (3) days of the meeting.
- F. Agenda:
 - 1. Personnel
 - a. Designation of key personnel and their duties.
 - 2. Project Scheduling
 - a. Lines of Communication

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- b. Critical work scheduling including critical submittals
 - c. Major equipment and material deliveries
 - d. Phasing of Work
 - e. Work Hours
 - f. Progress meeting schedule
 - g. Procedures for disruptions and shutdowns.
- 3. Construction Site Requirements:
 - a. Requirements and occupancy
 - b. Use of premises by Contractor
 - c. Site Plan and Contractor Laydown area
 - i. Parking availability
 - ii. Security requirements
 - d. Temporary utilities provided by GSD
- 4. Project Expectations and Communication:
 - a. Project Website
 - b. RFIs, Job Bulletins, Construction Change Directives
 - c. Submittals
 - d. Pay Applications and Change Orders
 - e. Preparation of record documents during construction
- 5. Quality Control:
 - a. Mockup Requirements
 - b. Testing and inspections
 - c. GSD's Construction Administration Site Visits and Reports and Observations Log
- 6. Review coordination with related work:
 - a. Installation procedures
 - b. Sequencing of Work
 - c. Compatibility of materials
- 7. Question regarding Contract Documents and Project Expectations

1.10 PREINSTALLATION CONFERENCES

- A. General: Conduct a preinstallation conference at the Project site before each construction activity that requires coordination with other construction.

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- B. 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.
 - 1. GSD to be notified of preinstallation conference no less than five (5) business days ahead of meeting.
- C. Agenda: Review progress of other construction activities and preparations for the particular activity under construction, including requirements for the following:
 - 1. Documentation for Installation
 - a. Contract Documents
 - b. Approved Submittals
 - c. Related RFIs
 - d. Manufacturer's written requirements
 - e. Installation procedures
 - 2. Existing Conditions
 - a. Weather limitations
 - b. Review of mockups
 - c. Possible conflicts
 - d. Compatibility requirements
 - e. Acceptability of substrate
 - 3. Coordination
 - a. Coordination with other work
 - b. Purchases & Deliveries
 - c. Schedule
 - d. Temporary facilities and controls
 - e. Space and access limitations
 - f. Regulations of authorities having jurisdiction
 - 4. Quality Control
 - a. Testing and inspection requirements
 - b. Required performance results
 - c. Protection of adjacent work
 - d. Protection of completed work
 - e. Protection of personnel

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- D. Meeting Minutes: Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions. Distribute minutes of the meeting to each party present and to other parties requiring information
- E. 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 the earliest feasible date.

1.11 PROGRESS MEETINGS

- A. General: Conduct progress meetings at biweekly intervals.
- B. Contractor shall schedule progress meetings throughout progress of the Work at biweekly intervals. The monthly pay meeting, required by the General Conditions, may serve as a progress meeting. Contractor shall coordinate scheduled meeting dates with GSD.
- C. Attendance Required: The GSD and the Contractor Project Manager and Superintendent.
 - 1. Subcontractors and representatives from suppliers/manufacturers may attend as appropriate to agenda topics for each meeting.
- D. Agenda: Review and correct or approve minutes of the previous progress meeting. Include topics for discussion as appropriate to the status of the Project, including:
 - 1. A brief summary of progress since the previous meeting.
 - 2. Projected work until the next progress meeting.
 - 3. Review of significant items that could affect progress.
 - 4. Overall construction schedule.
 - 5. Issues.
 - 6. Status of Submittals.
 - 7. Status of RFIs.
 - 8. Status of Change Orders.
 - 9. Status of Testing and Inspections.
 - 10. Applications for Payment.
 - 11. Site Visit Report Log.
 - 12. Safety, Security, and Conduct.
 - 13. Owner Coordination.
- E. Meeting minutes: Contractor shall record minutes and distribute copies to each party present and to parties requiring information.

1.12 MONTHLY PAY MEETING

- A. Refer to Section 01 29 00 "Payment Procedures" for detailed requirements regarding payment procedures.
- B. Contractor shall submit the monthly Application for Payment to GSD at least one (1) day before the scheduled pay meeting.
- C. Contractor shall schedule Pay Meeting no earlier than the 25th day of the month represented by the payment request but no later than the 5th day of the following month. Pay Meeting may correspond with Progress Meeting.
- D. During meeting, Contractor, and GSD will review all items included on the payment request as compared to the installed work and materials stored on site.

1.13 GSD'S CONSTRUCTION ADMINISTRATION SITE VISIT REPORTS

- A. GSD will conduct periodic site visits to observe the progression of the Work. After each visit, the GSD will produce a Site Visit Report to document the general progress of work and note any deficiencies and/or deviations from the Contract Documents. Copies will be delivered electronically to the GSD and the Contractor. The Contractor will be responsible for responding to and addressing issues brought forth in these site visit reports.
 - 1. All efforts should be made to ensure that photographic documentation can be used to illustrate that the issues have been corrected.
- B. Site Visit Report Log: The Contractor shall maintain a Site Visit Report Log based on the observations reported in the Site Visit Reports. The Site Visit Report Log shall include the following:
 - 1. Site Visit Item Number and Description.
 - 2. Date First Observed.
 - 3. Party Responsible for Correction.
 - 4. Corrective Action and Date Closed.

1.14 JOB BULLETINS

- A. GSD will generally issue supplemental instructions or field direction in the form of Job Bulletins.
- B. Job Bulletins shall only be issued by the Owner but may be initiated by any of the following cases.
 - 1. Job Bulletins may be initiated at GSD's discretion. If GSD feels additional direction or instructions are required or if GSD notes a discrepancy, conflict, or omission within the Contract Documents, GSD may initiate a Job Bulletin.
 - 2. Job Bulletins may be initiated by GSD. Should GSD wish to convey changes to the work or additional direction, GSD will issue a Job Bulletin outlining such directions or changes.

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3. Job Bulletins may be initiated by an RFI received from the Contractor. If required, GSD may respond to an RFI through issuing a Job Bulletin.
- C. A Job Bulletin will contain a Transmittal which will indicate how GSD has deemed the particular Job Bulletin to be executed. The Transmittal will indicate one of the following options:
1. “Supplemental Instructions” - This option indicates that the work shall be carried out as a minor change.
 2. “Proposal Request” - This option indicates that the work shall not be carried out, but rather the Contractor is to submit an itemized cost proposal indicating the required change in Contract Time of Contract Sum.
 3. “Construction Change Directive” - This indicates that the work shall be carried out as a Construction Change Directive.
- D. “Supplemental Instructions”: Job Bulletins indicated as such are intended to be supplemental instruction, constitute only a minor change and will not result in any changes in the Contract Sum or Contract Time.
1. Proceeding with the work outlined within the Job Bulletin implies that the Contractor agrees with and acknowledges that work constitutes minor changes.
 2. If the Contractor disagrees with the determination that the Job Bulletin constitutes minor changes, he shall immediately notify GSD.
 3. If the Contractor proceeds with work without providing notification that there will be changes in the Contract, the Contractor shall waive all rights to submitting for a Change in Contract Sum or Contract time.
- E. “Proposal Request”: Job Bulletins indicated as such will include changes to the work that could potentially change the Contract Time or Contract Sum. The Contractor shall not proceed with work outlined within such Job Bulletins until after the receipt of a signed Construction Change Directive or an approved change order. Changes in the Contract Sum will only be accepted if the Proposal Request is clearly a modification to the Original Construction Project Scope or Scope of Work described herein. Refer to Section 01 26 00 “Contract Modification Procedures” for administrative and procedural provisions regarding Cost Proposals.
- F. “Construction Change Directive”: Job Bulletins indicated as such are intended to direct the Contractor to proceed with the work, recognizing that there will be changes in the Contract Time. Such Job Bulletins must be signed by GSD. Job Bulletins that would potentially result in a change to the Contract Sum will be issued as Proposal Requests as discussed above where the change is clearly a modification to the Original Construction Project Scope or Scope of Work described herein.

1.15 REQUEST FOR INFORMATION (RFI)

- A. General: The Drawings and Specifications are intended to convey the design intent, Scope of Work, and include provisions for most typical and anticipated assemblies and conditions. With the nature of repair projects, not all unique conditions can be known or detailed prior to execution of the Work.
 - 1. The Contractor shall carefully study and compare Contract Documents before proceeding with fabrication and installation of Work and shall promptly advise GSD of any error, inconsistency, omission, or apparent discrepancy discovered.
 - 2. Immediately on discovery of conditions that differ from or conflict with the Contract Documents or when additional information or interpretation of the Contract Documents is required, the Contractor shall submit an RFI to GSD in the form specified.
 - a. All RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - b. Coordinate and submit RFI in a prompt manner so as not to avoid delays in Contractor's work or work of subcontractors.
- B. Form: Contractor shall use the RFI form and Log acceptable to GSD. The form is intended to be completed electronically and emailed to GSD.
- C. Coordination:
 - 1. Contractor shall allot time in the construction scheduling for liaison with GSD for handling queries and clarifications. Contractor shall coordinate and submit RFIs in a prompt manner so as to avoid delays in Work.
 - 2. The performance of any Work which is executed without prior direction from GSD, either provided within the Contract Documents or provided within subsequent written direction, shall be the sole responsibility of the Contractor.
 - 3. On receipt of Owner's response, Contractor shall update the RFI log and immediately distribute the RFI response to affected parties.
- D. GSD's Action: GSD will review each RFI, determine action required, and formally respond. GSD will attempt to respond to request by date indicated on the RFI. Allow ten (10) working days for GSD's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 - 1. GSD will review RFIs to determine whether they are RFIs as defined herein. If GSD determines that the document is not an RFI, or the form is incomplete, it will be returned to the Contractor, un-reviewed as to content, for resubmittal in the proper manner.

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2. If the Contractor submits an RFI pertaining to an activity within a duration of ten (10) working days or less until the date the information is necessary to perform the work, or at the point at which the information is necessary to avoid delay or extra costs, the Contractor shall not be entitled to any time extension or additional costs due to the time it takes GSD to respond to the request, provided that the GSD responds within the ten (10) business days or additional time GSD determines is required to review and formally respond to the RFI.
 - a. Response requiring complicated or extensive design, calculations, coordination or scope changes could require additional time to develop a formal response. If GSD determines that a longer time is necessary to respond to the RFI, GSD will notify the Contractor within five (5) business days of receipt of the RFI.
3. GSD's action may include a request for additional information, in which case GSD's time for response will start again after receipt of additional information.
4. In the event the response by GSD is not made in the time set forth in this Specification, the Contractor shall immediately notify GSD in writing of any responses that are needed to avoid delay or extra costs in connection with the project. The Contractor shall not be entitled to any extension of time or additional costs unless such immediate written notification is made.
5. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Request 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 GSD's actions on submittals.
 - g. Incomplete RFIs or RFIs with numerous errors.
 - h. Direction on means, methods, scheduling, sequences or safety procedures.
6. GSD's response may result in a change to the Contract Time or the Contract Sum. Contractor may be eligible to submit a Change Proposal in accordance with Section 01 26 00 "Contract Modification Procedures" based on the GSD's response to the RFI.
 - a. If the Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify GSD in writing within five (5) days of receipt of the RFI response and prior to commencing the Work.

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7. Contractor to notify and GSD within three (3) days of receipt of response if Contractor disagrees with response.
- E. RFI Content: Include a detailed, legible description of the item needing information or interpretation and the following:
1. Project name.
 2. Date.
 3. Name and address of Contractor.
 4. Project Number (assigned by GSD)
 5. RFI number, assigned sequentially.
 6. Specification Section number and title and related Subsections.
 7. Drawing number and detail references.
 8. Field dimensions and conditions.
 9. Contractor's suggested resolution. If Contractor's resolution impacts the Contract Time or the Contract Sum, Contractor shall state the impact in the RFI.
 10. Contractor's signature.
 11. Attachments, as applicable. Include sketches, descriptions, measurements, photographs, product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- F. RFI Log Content: Contractor shall maintain in the field office a copy of an RFI Log indicating current status of each item. RFI Log shall indicate:
1. Project name.
 2. Name and address of Contractor.
 3. RFI number, assigned sequentially including RFIs that were dropped and not submitted.
 4. RFI description.
 5. Date the RFI was submitted.
 6. Date GSD's response was received.
 7. Note indicating if modifications or changes to the Contract Documents are required per RFI response indicating the applicable Job Bulletin.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 31 00

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Submittals Schedule.
 - 2. Construction Photographs.
 - 3. Material Location Reports.
 - 4. Site Condition Reports.
 - 5. Special Reports.

1.03 RELATED SECTIONS

- A. Section 01 29 00 – “Payment Procedures”
- B. Section 01 31 00 – “Project Management and Coordination”
- C. Section 01 32 13 – “Scheduling of Work”
- D. Section 01 32 33 – “Photographic Documentation”
- E. Section 01 33 00 – “Submittal Procedures”

1.04 SUBMITTALS

- A. Submittal Schedule: Submit submittal schedule in accordance with Section 01 33 00 “Submittal Procedures.”
- B. Material Location Reports: Submit documentation of material location for materials stored off-site to be in a bonded storage warehouse and so noted with each application for payment, as applicable, in accordance with Section 01 29 00 “Payment Procedures.”
- C. Submission of the following information can be done as outlined in Section 01 31 00 “Project Management and Coordination.”
 - 1. Preconstruction and Post-Construction Photographs: Submit progress photographs in accordance with Section 01 32 33 “Photographic Documentation.”
 - 2. Site Condition Reports: Submit reports at time of discovery of differing conditions. Include RFI if conditions require additional instructions.

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3. Construction Schedule Revisions: Submit updates to the construction schedule at regular intervals as construction progresses. Submit revisions with revision date indicated on the schedule.
- D. Special Reports: Submit documentation at time of unusual event to GSD.

PART 2 - PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Prepare Submittal Schedule in accordance with Section 01 33 00 "Submittal Procedures"
- B. The Submittal Schedule shall be integrated into the construction schedule in accordance with Section 01 32 13 "Scheduling of Work."
- C. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabricating, and delivery when establishing dates.
- D. Coordinate Submittals Schedule with list of Subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2.02 CONSTRUCTION PHOTOGRAPHS

- A. Construction photographs used to document construction progress shall be in accordance with Section 01 32 33 "Photographic Documentation."

2.03 REPORTS

- A. Material Locations Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from project site. For materials stored away from the project site, include the following categories for stored materials:
 1. Material stored prior to previous report and remaining in storage.
 2. Material stored prior to previous report and since removed from storage and installed.
 3. Material stored following previous report and remaining in storage.
- B. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit such report with an RFI, if required. Include a detailed description of the differing conditions, together with recommendations for addressing such differences.
- C. Special Reports: Submit special reports directly to GSD within one (1) day of occurrence. Distribute copies of report to parties affected by the occurrence.

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1. Reporting Accidents: When an accident occurs at project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons injured, witnesses, first responders, hospital, or clinic where injured was treated. Notify GSD immediately when an accident resulting in an injury occurs.

PART 3 - EXECUTION

3.01 CONSTRUCTION PROGRESS

- A. Contractor to update the GSD at reasonable intervals in accordance with Section 01 31 00 "Project Management & Coordination."
 1. Submittals, photographs, and reports should be submitted within twenty-four (24) hours of being generated.
 2. Contractor's Construction Schedule should be submitted whenever revisions are made.
- B. Contractor to maintain a submittal schedule that includes the status of all submittals, to include:
 1. Date Submitted to GSD
 2. Due Date to return to Contractor
 3. Date Returned to Contractor from GSD
 - a. Action required from GSD's response, if applicable
- C. Contractor to maintain records of all reports generated during the period of construction.
- D. Contractor to update Contractor's Construction Schedule in accordance with Section 01 32 13 "Scheduling of Work."

END OF SECTION 01 32 00

SECTION 01 32 13
SCHEDULING OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes provisions for developing, submitting, updating, and maintaining a construction schedule, to include:
 - 1. Preliminary Construction Schedule
 - 2. Contractor's Construction Schedule
- B. This section includes general considerations for scheduling of work.

1.03 RELATED SECTIONS

- A. Section 01 14 00 – “Work Restrictions & Use of Site”
- B. Section 01 26 00 – “Contract Modification Procedures”
- C. Section 01 29 00 – “Payment Procedures”
- D. Section 01 32 00 – “Construction Progress Documentation”
- E. Section 01 33 00 – “Submittal Procedures”
- F. Section 01 40 00 – “Quality Requirements”

1.04 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

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- C. Normal Weather Conditions: Normal weather does not mean statistically average weather but rather means a range of weather patterns which might be anticipated based on weather conditions and shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration/Environmental Data and Information Services, National Climatic Center, and National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the Project Site.

1.05 SUBMITTALS

- A. Preliminary Construction Schedule: Contractor shall submit Preliminary Construction schedule to GSD within 72 hours of Notice to Proceed. Schedule shall be as detailed as possible. The Preliminary Construction Schedule shall include the following milestones:
 - 1. Notice to Proceed
 - 2. Repair Paint Schedule
 - 3. Final Completion
- B. Contractor's Construction Schedule: Contractor shall submit detailed Construction Schedule no more than five (5) business days after the Preconstruction Conference, but prior to the first progress meeting.

1.06 GENERAL REQUIREMENTS

- A. The Contractor's proposed Sequence of Operations and Construction Schedule shall be subject to re-evaluation on a regular basis to verify work actually performed is on schedule for the final completion date.
- B. The Contractor's detailed Sequence of Operations shall indicate each step of demolition and construction, with trades involved, coordination required, and extent of completion to be accomplished.
 - 1. Time for the following tasks shall be included in the Contractor's proposed Sequence of Operations:
 - a. Time for submittal review and approval prior to such work being installed.
 - b. Time for Owner observations.
 - c. Time for RFI and RFI Responses.
- C. The Contractor's detailed Sequence of Operations shall clearly indicate scope and time period, as required by the GSD for scheduling activities. All schedule conflicts shall be resolved by the close of the Preconstruction Meeting with a final written schedule provided by the Contractor within five (5) days thereafter.

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- D. The Contractor shall take into consideration normal weather conditions when developing the Construction Schedule. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the GSD under the following conditions:
 - 1. The request for additional time shall be further substantiated by weather data collected during the period of delay at the Project Site. Said data must demonstrate that an actual departure from normal weather occurred at the Project Site during the dates in question.
 - 2. A request for extension of time based on abnormal weather must be made in writing within five (5) calendar days of the completion of the calendar month during which abnormal weather is claimed at the Project Site. The request must be accompanied by evidence supporting the request including both historical data and the recordings at the Project Site during the time of delay.
- E. The Contractor shall account for local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the work when developing the Construction Schedule.
- F. The Contractor shall develop the Construction Schedule such that Final Completion of the Work will be achieved no later than contract end date.

1.07 COORDINATION

- A. When scheduling, the Contractor shall prepare a detailed Sequence of Operations for coordinating the work with the Capitol Building, Building 1 occupancy and activities, indicating dates for beginning and completing each operation and item of work as the Contractor proposes to pursue the work.
- B. The flow of work around the project shall be planned and coordinated to begin and complete work at each work location in a continuous flow of work activity.
- C. Work shall be scheduled to take full advantage of time available and to follow each work effort with the next work operation as quickly as curing times, drying times, proper project management and coordination, and good workmanship will permit.
- D. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- E. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of Subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule in proper sequence.

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- F. Coordinate any temporary shutdown of mechanical, electrical, or plumbing systems required to execute the work. Requests for shutdown of such systems shall be submitted to allow no less than seven (7) calendar days for GSD review. If requested by the GSD, provide temporary utility accommodations during a temporary shutdown.
- 1. Coordinate existing utility interruptions with the GSD that are required to execute the work. Requests for interruptions to existing utilities shall be submitted in writing to allow no less than fourteen (14) calendar days for GSD review.
 - a. Do not proceed with utility interruptions without GSD's written permission.

1.08 PROJECT SPECIFIC SCHEDULING REQUIREMENTS

- A. All proper signage, shall be inspected by the GSD prior to the closure of any entrance directing pedestrians to the alternate entrances.
- B. Overtime, night-work, or weekend work either required by the original construction schedule or required by the Contractor's failure to maintain the project according to schedule shall not be grounds for any Contract Modifications including change in contract amount or contract time.
- C. A minimum of fourteen (14) days will be required to obtain security clearances and undergo fingerprinting for all Contractor personnel in accordance with Section 01 14 00 – "Work Restrictions and Use of Site." An additional three (3) days will be required to obtain access card once security clearance has been received by the Division of Protective Services.
- D. The work shall be conducted in a phased approach such that areas yet to be repaired do not impact repairs that have previously been executed. Certain scope items must be complete or must occur simultaneously to allow access to execute the work.

1.09 QUALITY ASSURANCE

- A. Schedule Development: Project schedule to be developed by a project manager or experienced consultant familiar with all aspects of the project, to include, but not limited to: mobilization requirements, access requirements, project coordination, familiarity with installation requirements to develop accurate durations for activities, quality control oversight, testing and inspection requirements, and closeout requirements.

1.10 PROJECT MILESTONES

- A. Notice to Proceed: TBD.
- B. Final Completion: 540 calendar days from Notice to Proceed.
 - 1. All work, including all punch list items, must be complete prior to this date.

PART 2 - PRODUCTS

2.01 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Preliminary Construction Schedule shall follow the requirements for the Contractor's Construction Schedule and represent the Contractor's intended final Construction Schedule. Only after comments from GSD have been incorporated will this be considered the Contractor's Construction Schedule.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. General: Contractor's Construction Schedule to be comprehensive in nature and clearly indicate Scope of Work and time period. Contractor shall prepare a detailed sequence of operations for coordinating and executing the work, indicating dates for beginning and completing each operation and item of work as the Contractor proposes to pursue the work.
 - 1. The flow of work around the project shall be planned and coordinated to begin and complete work at each work location in a continuous flow of work activity.
 - 2. Work shall be scheduled to take full advantage of time available and to follow each work effort with the next work operation as quickly as curing times, drying times, proper project management and coordination, and good workmanship will permit.
 - 3. The Contractor's Construction Schedule shall be subject to re-evaluation on a regular basis to verify work actually performed is on schedule for the completion date required by the GSD.
 - 4. The Contractor's Construction Schedule shall indicate each step of demolition and construction, with trades involved, coordination required and extent of completion to be accomplished.
 - 5. Overtime, night-work, or weekend work shall not be included in the Contractor's Construction Schedule unless approved by the GSD in writing.
 - 6. Contractor's failure to maintain the project according to schedule shall not be grounds for any Contract Modifications including change in contract amount or contract time.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early or late completion date, unless specifically authorized by approved Change Order.
- C. Format: Gantt-Chart Schedule unless another format is approved by the GSD.
- D. Activities: Treat each phase as a separate numbered activity for each principal element of the Work. Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities.

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1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by GSD.
2. Critical Activities: Identify which activities within the schedule are considered critical path activities.
3. Include estimated time frames for the following activities:
 - a. Submittal Review Activities: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule.
 - i. Identify essential submittal packages and submittal approval deadlines
 - ii. Integrate submittal schedule into construction schedule in accordance with Section 01 32 00 "Construction Progress Documentation"
 - b. Procurement of Materials: Include procurement process activities for long lead items and major items, requiring a cycle of more than thirty (30) days, as separate activities in the schedule.
 - i. Purchase of materials.
 - ii. Delivery.
 - iii. Fabrication.
 - c. Mobilization and demobilization.
 - i. Coordinate and allow for time for access provisions to be installed or erected.
 - d. Installation and execution of the Work.
 - i. Identify dates where hidden conditions will be available for observations in order to verify existing conditions. Allow for time for the development of RFIs and RFI responses after each condition is exposed.
 - ii. Include specific days that Work will be conducted in different areas around the Capitol Building.
 - e. Quality Assurance Activities: Include time for Quality Assurance testing in accordance with Section 01 40 00 "Quality Requirements."
 - i. Coordinate review of quality control testing and inspections included in each individual specification section.
 - ii. Include time for GSD observations.
 - f. Work requiring coordination with other entities:
 - i. Utility interruptions.
 - ii. Work by Owner that may affect or be affected by Contractor's activities.

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- iii. Known Capitol events, including any “no work” days or work days with reduced hours.
 - iv. Identify all planned changes to the Capitol Building egress and occupant access.
 - g. Milestones:
 - i. Notice to Proceed
 - ii. Preconstruction Conference
 - iii. Preinstallation Conferences
 - iv. Punch List: Include time for punchlist items to be completed prior to Final Completion.
 - v. Final Completion
- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as outlined below and show how the sequence of Work is affected:
 - 1. Work under more than one Contract: Include a separate activity for each contract.
 - 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Coordination with building occupant activities and limitations of continued occupancy.
 - c. Uninterruptible services.
 - d. Seasonal variations.
 - e. Environmental Control.
 - f. Provisions for future construction.
 - g. Limitations to times and period of permitted interior access.
 - h. Use of site restrictions outlined in Section 01 14 00 “Work Restrictions and Use of Site.”
 - 3. Work Stages and Phasing: Indicate important stages of construction for each major phase of the Work. Identify where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Continued occupancy.
 - b. Temporary protection of extents of completed Work for each major phase.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule complying with Section 01 26 00 “Contract Modification Procedures.”

PART 3 - EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule updates at least one (1) day before regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made.
- B. Distribution: Distribute copies of approved schedule to GSD, testing and inspection agencies, and other parties identified by Contractor with a need to know schedule responsibility.
 - 1. Maintain copies on site and accessible.
 - 2. Submit updated Construction Schedule with each Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
 - 3. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 13

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Post-construction photographs.

1.03 RELATED SECTIONS

- A. Section 01 31 00 – “Project Management and Coordination”

1.04 SUBMITTALS

- A. General: Submit a complete set of digital image file photographs or videos as a Project Record Document through the project website or as otherwise indicated. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped.
 - 1. Include photograph log indicating the locations and condition shown in each photograph.
- B. Preconstruction Photographs:
 - 1. Coordinate preconstruction photographic documentation to ensure all existing conditions in and around the Capitol Building and the site are documented. Any existing damages which could be construed to be a result of Construction Activities shall be sufficiently documented prior to mobilization.

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C. Post-construction Photographs:

1. Submit photographic documentation showing completed work in all locations that were part of the Scope of Work. Photographs should be submitted electronically in accordance with Section 01 31 00 "Project Management and Coordination." Upon completion of the Work, these photographs shall be compiled and submitted on flash/thumb drive unless otherwise indicated for Project Records.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed JPG files, produced by a digital camera with minimum sensor size of 8.0 megapixels, and at an image resolution of not less than 3264 by 2448 pixels.
 1. Filename Format: Include date and time in filename for each image. The filename for each image shall be formatted as "YYYY-MM-DD_HH:MM_XXXX.jpg" where:
 - a. YYYY is the year in four-digit format.
 - b. MM is the month in two-digit format.
 - c. DD is the day of the month in two-digit format.
 - d. HH is the hour, in 24-hour format, including any leading zero.
 - e. MM is the minute in two-digit format.
 - f. XXXX is a unique number and/or text descriptor of any length assigned to the image.

PART 3 - EXECUTION

3.01 GENERAL

- A. Take photographs using the maximum range of depth of field and that are in focus, to clearly show the intended conditions. Photographs with blurry or out-of-focus areas will not be accepted.
 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 1. Date and Time: Include date and time in filename for each image.

3.02 PRECONSTRUCTION PHOTOGRAPHS

- A. Before commencement of work and staging, the Contractor shall perform a preconstruction walkthrough and document existing damage to the Capitol Building interiors and exteriors, grounds, and landscaping. Documentation shall be in the form of digital photographs keyed to Floor Plans, Site Plans, or Elevations. Take digital photographs of existing Project site and existing surrounding properties, including existing items to remain during construction, from different vantage points, or as directed by GSD. Photographic Documentation should include the following:
1. Lay down, staging areas, and locations of temporary access and pedestrian walks before construction.
 2. Documentation of the condition of the existing landscaping.
 3. Take as many photographs as necessary to show existing conditions adjacent to property before commencing the Work.
 4. Take as many photographs as necessary of the existing conditions either on or adjoining the property to accurately record physical conditions at start of construction.
 5. Existing damaged conditions: Photograph all areas around the construction site where existing damages to the structure or site are present. Failure to document existing damages will result in the Contractor being responsible for any and all damages to the site and structure not photographically documented as an existing condition.
 6. The photographs shall be submitted to GSD prior to the start of Work.

3.03 POST-CONSTRUCTION PHOTOGRAPHS

- A. After completion of the Work, the Contractor shall perform a post-construction walkthrough and document final condition of the Capitol Building, grounds and landscaping. Documentation shall be in the form of digital photographs keyed to Floor Plans, Site Plans, or Elevations. Take digital photographs of Project site and surrounding properties, including items that remained in place during construction, from different vantage points, or as directed by GSD.
1. Areas where work was executed should be highlighted in the post-construction photographs.

END OF SECTION 01 32 33

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Submittal Administrative Requirements.
 - 2. Submittal Log.
 - 3. Submittals.
 - a. Product Data and Manufacturer's Requirements.
 - b. Shop Drawings.
 - c. Samples for Approval.
 - 4. Submittal Procedures.
 - 5. Contractor's Review.
 - 6. GSD's Action.

1.03 RELATED SECTIONS

- A. Section 01 31 00 – "Project Management and Coordination"
- B. Section 01 32 13 – "Scheduling of Work"

1.04 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require GSD's responsive action. Action submittals are those submittals indicated in individual Specification Sections as Submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require GSD'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

1.05 SUBMITTALS

- A. Submittal Schedule: Prepare and submit a submittal schedule, arranged in chronological order by dates required by construction schedule and critical path in accordance with Section 01 32 13 "Scheduling of Work." 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 the GSD and additional time for handling and reviewing submittals required by those corrections.

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1. Coordinate submittal schedule with list of subcontractors, schedule of values, and Contractor's construction schedule.
2. Format: Arrange the following information in tabular format:
 - a. Specification Section number and title.
 - b. Scheduled date for first submittal.
 - c. Scheduled date for GSD's final release or approval.
 - d. Description of Work covered.
 - e. Name of subcontractor.
3. Submit submittal schedule on or before the Preconstruction Conference in accordance with Section 01 31 00 "Project Management and Coordination."

1.06 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. GSD's Digital Data Files: Electronic digital data files of the Contract Drawings can be provided by GSD for Contractor's use in preparing submittals upon request.
 1. GSD will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 2. GSD makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 3. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD file format
 4. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to GSD.
- 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.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 5. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

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- C. Processing Time: Allow time in the Construction Schedule for submittal review, including time for resubmittals. Time for review shall commence on GSD's receipt of submittal. Submittals received after 1:00 PM will be considered as received the following business day. 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 ten (10) business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. GSD will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow ten (10) days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by GSD or other parties is indicated, allow five (5) days for each party's initial review of each submittal.
 - 5. Additional Review Time: Complicated, complex, or very detailed submittals may require longer for review.
 - a. When Contractor has submitted multiple submittal packages within the same review period, review of all packages within the same period may not be possible. Contractor should identify those packages that are most critical, and GSD will make every effort to review those packages first.
- D. Electronic Submission: Assemble submittal package into a single, indexed file incorporating submittal requirements of Specification Section and transmittal form with links enabling navigation to each item (bookmark each item).
 - 1. Electronic submissions should be through email
 - 2. Name file with a number or unique identifier, including revision identifier. File name can match that of the Submittal Number and Title.
 - 3. Transmittal Form: Include a transmittal form with each submittal including the following identification information:
 - a. Indicate name of firm or entity that prepared each submittal on label or title block.
 - b. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings.
 - c. Include the following information for processing and recording action taken:
 - i. Project name.
 - ii. Date.
 - iii. Name of Contractor.

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- iv. Project Number (assigned by GSD).
 - v. Name of Subcontractor.
 - vi. Name of supplier.
 - vii. Name of manufacturer.
 - viii. Submittal number and title or other unique identifier, including revision identifier.
 - aa. Submittal number shall include the appropriate specification section number and title (e.g., 04 20 00 – “Unit Masonry”) and shall be numbered sequentially. Resubmittals shall include a sequential revision number following the specification section (e.g., 04 20 00 – 01 REV 1 – “Unit Masonry”).
 - ix. Number and title of appropriate specification section.
 - x. Drawing number and detail references, as appropriate.
 - xi. Location(s) where product is to be installed, as appropriate.
 - xii. Transmittal Method (electronic, post mail, in-person)
 - xiii. Other necessary identification.
- E. Re-submittals: Make re-submittals in same form and number of copies as initial submittal. Make re-submittals under procedures specified for initial submittals.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Clearly identify changes made since previous submittal.
 - 4. Resubmit submittals until they are marked with approval notation from GSD’s action stamp.
 - 5. GSD will record time required to review re-submittals after original submittal and first re-submittal.
- F. Distribution: Furnish copies of submittals approved by the GSD to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- 1. Contractor shall provide each testing and inspection agency one (1) set of approved submittals for their exclusive use in providing specified quality control testing and inspection services.
 - 2. The GSD shall receive copies of all approved submittals, to include Shop Drawings and product data.
- G. Use for Construction: Retain complete copies of submittals on Project site. Use only final submittals that are marked with approval notation from GSD.

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- H. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by GSD on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Incomplete or Partial Submittals: GSD will not review partial or incomplete submittals. Complete submittals for each item are required.
 - 1. GSD will return a submittal without processing if it does not contain Contractor's stamp; it is not initialed or signed by authorized person; it is not dated; or it becomes evident that they have not been properly reviewed.
 - 2. Submittals will not be considered official until it is complete in every respect.
 - 3. Delays resulting from returned submittals due to being incomplete or partial are the responsibility of the Contractor.

PART 2 - PRODUCTS

2.01 SUBMITTAL LOG

- A. Contractor shall maintain a copy of the submittal log indicating current status of each item in the field office and an electronic copy.
- B. Submittal Log Format: Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category: Action or Informational.
 - 4. Name of Subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for GSD's final release or approval.

2.02 SUBMITTALS

- A. General: Submittal shall include information as specified in each individual specification section as needed to show the products and procedures used for the Project are in compliance with the Contract Documents.
 - 1. Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. GSD will discard submittals received from sources other than Contractor and will return a submittal without processing if it does not contain Contractor's stamp.
 - 2. Options: Identify options requiring selection by the GSD.
 - 3. Deviations: Identify deviations from the Contract Documents on submittals.
 - 4. Transmittal shall include references to Drawing Details and locations where product is to be installed, as appropriate.

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- B. Product Data and Manufacturer's Instructions Submissions: Collect information into a single submittal for each element of construction and type of product or equipment. Include all product information required to show compliance with performance requirements outlined in each individual specification section.
1. General: If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data. Mark each copy of each submittal to show which products and options are applicable.
 2. Product Data: Include the following product data 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.
 - i. Material compatibility.
 - j. Warranty information.
 3. Manufacturer's Instruction: When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.
 - a. Identify conflicts between manufacturer's instructions and Contract Documents.
 - b. All data, instructions, and technical bulletins shall be the most current version of the documents available from the manufacturer.
 4. Submit Product Data and Manufacturer's Instructions before or concurrent with submission of Samples for Approval.
- C. Shop Drawing Submissions: Where required by individual specification sections or necessary to coordinate the work of overlapping or adjacent trades, include coordinated Shop Drawings that clearly convey installation of products and methods for specified systems. Product Data Submissions should accompany all Shop Drawing Submissions to provide additional information on products included in Shop Drawings.
1. Provide project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents.
 2. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

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- a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurements.
 - f. Relationship and attachment to adjoining construction clearly indicated.
3. Contractor shall submit complete sets of each Shop Drawing package in a single organized file.
4. Contractor shall present all drawings in a clear and consistent manner. Each drawing shall contain the project name and number; identify each element of the drawings by reference to sheet number and detail or schedule of the Contract Documents.
5. Contractor shall show details, materials, dimensions, thickness, methods of assembly, attachments, relation to adjoining Work, and other pertinent data and information.
6. Shop Drawings shall be developed based on field verified dimensions. Contractor shall verify dimensions and field conditions and clearly indicate both.
7. Contractor shall not use Contract Drawings for Shop Drawings and shall provide original Shop Drawings with changes from Contract Drawings clearly indicated.
8. No item shall be marked as "By Others" or similarly. Each item shall be called out and coordinated between various trades or Subcontractor's Shop Drawings.
9. Contractor shall allot time in construction scheduling for GSD to review Shop Drawings.
 - a. Where Shop Drawings include design calculations and/or unique and atypical conditions, review of Shop Drawings may require more than the specified ten (10) business days for GSD's review.
- D. Submission of Samples for Approval: Contractor to submit physical samples of products to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate samples submittals for interfacing work.
 1. Approval of submittal will be required by GSD.
 2. Include identification on each sample, with full project information.
 3. Submit the number of samples specified in individual Specification Sections.

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4. Transmit Samples that contain multiple, related components such as accessories, together in one submittal package.
5. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
6. Provide corresponding electronic submittal of Sample transmittal, including digital image file illustrating Sample characteristics, and identification information for record.
7. Submit Product Data and Manufacturer's Instructions before or concurrent with submission of Samples for Approval.
8. Schedule finish sample submittals for aesthetic approval at least fourteen (14) days before purchase, fabrication, or assembly.
9. Types of Samples:
 - a. 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.
 - b. 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.

PART 3 - EXECUTION

3.01 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Submittals: Electronic file submission is permitted.
- B. Certificates and Certifications Submittals: Provide 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.

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1. When required by individual Specifications Sections, submit manufacturer's certificate, in duplicate, indicating that the submitted product meets or exceeds specified requirements.
2. Certificates shall contain the most recent test results on material or product.

3.02 CONTRACTORS REVIEW

- A. Action 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 GSD.
 1. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying the submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.03 OWNER'S ACTION

- A. Action Submittals: GSD will review each submittal, make marks to indicate corrections or revisions required, and provide a formal response. GSD will indicate one of the following actions:
 1. Approved: The Owner takes no exceptions to the documentation submitted.
 2. Approved as Noted: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may proceed based on this submittal provided that the work is in compliance with the Contract Documents.
 3. Revise and Resubmit: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may not proceed based on this submittal. Provide revised submittal based on the comments herein, until such time that "Approved as Noted" or "Approved" is received from GSD.
 4. Rejected / Resubmit: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may not proceed based on this submittal. Provide new submittal which is in compliance with the Contract Documents until such time that "Approved as Noted" or "Approved" is received from the GSD.
 5. Not Reviewed / No Action Taken: Contractor is advised that this submittal has not been reviewed.
 6. Not Submitted: Contractor is advised that the Contract Documents require a submittal for this Work. Provide a submittal which is in compliance with the Contract Documents until such time that "Approved as Noted" or "Approved" is received from the GSD.

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7. Color Selection Required: The Contractor is advised that color selections for the entire project, or portion thereof, will be provided after receipt of all color charts and required samples for the Project or for that component, if so noted.
- B. Informational Submittals: Owner will review each submittal and will return acknowledging receipt.
- C. Partial submittal prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the GSD.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents will be returned by the Owner without action.

END OF SECTION 01 33 00

SECTION 01 35 43
ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Environmental Protection.
 - 2. Hazardous Materials Abatement.

1.03 RELATED SECTIONS

- A. Section 01 50 00 – “Temporary Facilities and Controls”

1.04 GENERAL REQUIREMENTS

- A. The Contractor shall be responsible for enforcing the environmental protection, safety, and health provisions of these specifications. The Contractor shall comply with the requirements of the Occupational Safety and Health Administration, the West Virginia State Building Code, and other applicable local, state, and federal requirements.
- B. The Contractor is solely responsible for the effect of all environmental, safety, and health plans for this project.

1.05 SUBMITTALS

- A. Environmental Protection Plan: Contractor to submit a written plan for environmental protection procedures outlined herein. This plan can be incorporated into the required Safety Plan in Section 01 50 00 “Temporary Facilities and Controls,” as several of these topics overlap in scope. The written plan should include the following elements:
 - 1. Waste disposal
 - 2. Spill containment
 - 3. Erosion and Sediment Control
 - 4. Tree Protection
 - 5. Temporary Controls
 - a. Dust Control
 - b. Noise Control
 - c. Security Control
 - d. Traffic Control

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6. Fire Protection

- B. Hazardous Materials Abatement Plan: Contractor to submit a written plan for the abatement of hazardous materials discovered during the execution of the Work. This plan should include methods for identifying hazardous materials, methods for properly abating or removing, and methods for ensuring it is safe to resume working in and around hazardous materials. The plan should also include a hazards communication plan in accordance with local, state, and federal requirements.

1.06 ENVIRONMENTAL PROTECTION

- A. Waste Disposal: The Contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants in accordance with all federal, state, and local laws and regulations.
- B. Spill Containment: The Contractor shall be responsible for providing an acceptable means of spill containment for all fuel and hazardous liquids stored at the site. The method of spill containment shall be designed such that accidental discharge of the liquid shall be contained before entering any drains connected to sewers.
- C. Erosion and Sediment Control: The Contractor shall be responsible for protecting all storm water catch basins, storm water drain intakes, and other storm water management apparatuses from excessive increases in peak runoff or from runoff containing construction debris, dust, or dirt.
1. Contractor shall be fully responsible for inspecting, restoring, and cleaning such apparatuses should protection measures fail or be insufficient.
- D. Tree Protection: The Contractor shall be responsible for the protection of trees in and around the work areas as necessary, to include protection of tree root systems.
1. See Section 01 50 00 "Temporary Facilities and Controls" for requirements on tree protection.
- E. Temporary Controls: See Section 01 50 00 "Temporary Facilities and Controls" for requirements for the following temporary controls:
1. Dust Control
2. Noise Control
3. Security Control
4. Traffic Control
5. Vibration Control

1.07 FIRE PROTECTION

- A. Refer to Section 01 50 00 "Temporary Facilities and Controls."

1.08 HAZARDOUS MATERIALS

- A. Copies of safety data sheets (SDS) for all hazardous chemicals used in the Work shall be kept at the site and shall be available for the GSD's inspection.

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1. In the event it is not practical to maintain SDS information at the site (for example, if all tools and equipment are removed from the site after each work shift), then the Contractor shall have the SDS information readily available.
- B. The Contractor is responsible for training all employees in the safe use of hazardous chemicals.
- C. All hazardous materials created by the Work shall be disposed of by the Contractor off site in accordance with all applicable regulations.

1.09 ASBESTOS

- A. The Contractor shall not use asbestos containing materials in the work, either as consumable materials or materials incorporated into the Work.
- B. Existing Conditions:
 1. No asbestos is believed to exist in the structure.
 2. Immediately notify the GSD if any locations containing asbestos are identified.
- C. Contractor to follow requirements of the State of West Virginia Department of Health and Human Resources, Bureau for Public Health and Office of Environmental Health Services.
 1. Comply with all required notifications and procedures for abatement, demolition, or renovation of projects containing asbestos.

1.10 LEAD-BASED PAINT ABATEMENT

- A. The Contractor shall not use any materials containing harmful levels of lead, either as consumable materials or materials incorporated into the Work.
- B. General: If lead-based paint is found in the existing elements and is disturbed for the work, the lead-based paint shall be removed prior to any other work being performed in this area. The Contractor shall coordinate removal and disposal of lead materials with the GSD following the approved safety plan procedures. Do not proceed with any demolition until the GSD has given notice that proceeding with demolition work is permitted.
- C. Contractor to follow requirements of the State of West Virginia Department of Health and Human Resources, Bureau for Public Health, and Office of Environmental Health Services.
 1. Comply with all required notifications and procedures for abatement, demolition, or renovation of projects containing lead.
- D. Existing Conditions:
 1. No lead-based paint is expected to exist in the structure.
 2. Immediately notify the GSD if any locations containing lead-based paint are identified.

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PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 35 43

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural general requirements for quality requirements and quality control, to include the following:
 - 1. General Quality Control
 - 2. GSD Responsibilities
 - 3. Contractor Responsibilities
 - 4. Testing Agency Responsibilities
 - a. Third party special inspection engineer
 - 5. Execution
 - a. Workmanship
 - b. Control of Installation
 - c. Tolerances
 - d. Testing and Inspections
 - e. Rejection of Work
 - f. Manufacturer's Field Services
 - g. Repair and Protection
- B. This Section does not itemize the various quality assurance and/or quality control testing, inspections, and related activities required by individual Specification Sections. Individual Specification Sections should be referenced for the individual quality assurance and quality control requirements.
- C. This Section does not cover administrative and procedural requirements of the Contractor related to the GSD's Construction Administration Site Visits. Such requirements are covered in Section 01 31 00 "Project Management & Coordination."

1.03 RELATED SECTIONS

- A. Section 01 31 00 – "Project Management and Coordination"
- B. Section 01 32 13 – "Scheduling of Work"
- C. All Technical Specifications Sections.

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1.04 REFERENCES

- A. ASTM E 329-13c "Standard Specification for Agencies Engaged in Construction Inspections, Special Inspection, or Testing Materials Used in Construction"

1.05 DEFINITIONS

- A. 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.
- B. 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. Services do not include contract enforcement activities performed by GSD.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by a Nationally Recognized Testing Laboratory (NRTL), a National Voluntary Laboratory Accreditation Program (NVLAP), or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
 - 1. Third Party Special Inspection Engineer: Testing agency engineer engaged to perform specific tests, inspections, or both as specified in individual Specification Sections and as required by the 2015 International Building Code and authorities having jurisdiction.
- F. 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, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- G. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of three (3) previous projects, unless otherwise indicated, similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

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- H. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- I. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

1.06 GENERAL QUALITY CONTROL

- A. Quality control services include inspections, tests and procedures, and related actions including reports performed by independent agencies, governing authorities, and the Contractor during and after execution of the Work.
 - 1. Quality Control activities do not include Contract enforcement activities performed by the GSD.
- B. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements or of quality assurance measures required for successful execution of the work.
- C. Requirements of this Section relate to fabrication and installation procedures.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, tests, and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements of the Contractor by GSD, or authorities having jurisdiction, shall not be limited by the provisions of this Section.

1.07 GSD RESPONSIBILITIES

- A. Where quality-control services are indicated as GSD's or Owner's responsibility, the GSD will engage a qualified testing agency to perform these services.
 - 1. GSD will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. The Contractor shall coordinate with the GSD for scheduling and facilitating such testing and inspection services.
 - 3. Payment for these services will be made by the GSD.
 - 4. Costs for retesting and re-inspecting 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 accordingly by a deductive Change Order.

1.08 CONTRACTOR RESPONSIBILITIES

- A. General: Contractor shall provide general oversight of construction activities to ensure the quality of the work being executed is in accordance with the specification requirements, industry standards, and manufacturer requirements for a given task as well as in a manner that is safe. Strict quality guidelines shall be set at the beginning of each task, and the field project manager and superintendent for the Contractor shall ensure this level of quality is maintained for the duration of the task.
 - 1. The requirements for testing and inspections included in the individual specification sections shall in no way replace the general quality oversight provided in the field by the Contractor.
- B. Special Tests and Inspections: Contractor shall employ and pay an independent qualified testing agency/third party special inspector to conduct special tests and inspections specified in individual Specification Sections and as required by the 2015 International Building Code and authorities having jurisdiction, and as follows:
 - 1. Submitting a certified written report of each test, inspection, and similar quality-control service to GSD with copy to Contractor and to authorities having jurisdiction.
 - 2. Submitting a final report of special tests and inspections at Final Completion, which includes a list of unresolved deficiencies.
 - 3. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 4. Retesting and re-inspecting corrected work
 - 5. Contractor shall not employ same entity engaged by GSD, unless agreed to in writing by GSD.
 - a. The GSD reserves the right to reject the testing agency engaged by the Contractor.
- C. Coordination: Regardless of the original assignment of responsibility for inspection, testing or similar services, the Contractor shall coordinate, with each agency engaged to perform inspections, tests and similar services, the sequence of activities to accommodate required services with a minimum delay. In addition, the Contractor shall coordinate with each agency's activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.
 - 1. Contractor shall directly coordinate and schedule tests and inspections by agencies engaged directly by the Contractor.

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2. Contractor is additionally responsible for coordinating and scheduling through the GSD when tests and inspections are required by an agency engaged by the GSD.
 - a. Contractor shall not contact or directly schedule testing and inspection services conducted by an agency engaged by the GSD, unless authorized by the GSD to do such.
 - b. Notify GSD at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
- D. Manufacturer's Field Services: Where indicated, the Contractor shall engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Contractor shall report the results of such services in writing to both the GSD.
- E. Failure and Re-testing: Regardless of the original assignment of responsibility for inspection, testing, or similar services, the Contractor shall be responsible for employing and paying an independent agency for re-testing where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements. Removal and replacement Work necessitated by such noncompliance shall be at the Contractor's expense. When inspections or tests cannot be performed after proper notification and at the fault of the Contractor, rescheduling costs will be the Contractor's responsibility.
- F. Protection and Repair: Regardless of the original assignment of responsibility for inspection, testing or similar services, repair and protection are the Contractor's responsibility. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Protect construction exposed by or for quality control service activities and protect repaired construction.
- G. Associated Services: Contractor shall cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested, regardless of whom the agency is employed by. Contractor shall notify agency sufficiently in advance of operations to permit assignment of personnel. Contractor shall 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 inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

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7. Security and protection for samples and for testing and inspecting equipment at Project site.

1.09 TESTING AGENCY/THIRD PARTY SPECIAL INSPECTION ENGINEER RESPONSIBILITIES

- A. Qualifications: All testing service agencies, engaging in inspection and testing services, including independent testing laboratories, shall be prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and shall specialize in the types of inspections and tests to be performed. Each service agency engaged on the Project shall be authorized to operate in the State of West Virginia.
 1. Additionally, each laboratory shall:
 - a. Comply with the requirements of ASTM E329.
 - b. Maintain full-time Professional Engineer licensed in the State of West Virginia on staff to review, supervise services and sign and stamp reports as necessary.
 - c. Calibrate testing equipment at reasonable intervals with devices of accuracy traceable to both the National Institute of Standards and Technology (NIST) or accepted values of natural physical constants.
- B. Responsibilities: Cooperate with GSD and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify GSD and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location 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 any duties of Contractor.

1.10 SUBMITTALS

- A. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.

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1. Distribution: Distribute schedule to GSD, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
 2. Coordinate with Contractor's Construction Schedule per Section 01 32 13 "Scheduling of Work."
 3. Prepare in tabular form and include the following:
 - a. Specification Section number and title.
 - b. Description of test and inspection.
 - c. Identification of applicable standards.
 - d. Identification of test and inspection methods.
 - e. Number of tests and inspections required.
 - f. Time schedule or time span for tests and inspections.
 - g. Entity responsible for performing tests and inspections.
 - h. Requirements for obtaining samples.
 - i. Unique characteristics of each quality-control service.
- B. Reports: Prepare and submit certified written reports from the independent agency for each quality control testing or inspection activity required by individual Specification Sections. Reports should be submitted within one (1) week of the test date to the GSD. Reports shall include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number 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, relative humidity, and weather conditions at time of sample taking and testing and inspecting.
 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 re-inspecting.

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- C. Record of Tests and Inspections: Maintain a record of tests and inspections to be submitted at the completion of the project. Changes and modifications should be updated in the log as they occur. Access to the testing and inspections log should be available to GSD for reference during normal working hours. Record to include the following:
 - 1. Date test or inspection was conducted.
 - 2. Identification of testing agency conducting test or inspection.
 - 3. Description of the Work tested or inspected.
 - 4. Results of test or inspection, and corrective work required, if any.
 - 5. Date test or inspection results were transmitted to GSD.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Contractor shall comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Contractor shall perform work by persons qualified to produce workmanship of specified quality.

3.02 CONTROL OF INSTALLATION

- A. Contractor shall monitor and coordinate quality control over Suppliers, Subcontractors, Manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Contractor shall ensure that all Work complies with Manufacturers' instructions, including each step-in sequence, unless other provisions have been approved in writing by the Owner.
 - 1. Should Manufacturers' instructions conflict with Contract Documents, Contractor shall request clarification from Owner before proceeding.
- C. Contractor shall ensure that all Work complies with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Contractor shall verify that field measurements and conditions are as indicated on Shop Drawings or as instructed by the Manufacturer.

3.03 TOLERANCES

- A. Contractor shall monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

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- B. Contractor shall ensure the Work complies with Manufacturers' tolerances. Should Manufacturers' tolerances conflict with Contract Documents, Contractor shall request clarification from GSD before proceeding.
- C. Adjust products and materials to appropriate dimensions as dictated by existing conditions, manufacturer's requirements, specified tolerances, and as shown in the Drawings. Position and verify accurate sizing before securing products in place.

3.04 TESTING AND INSPECTIONS

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with GSD and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Contractor of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by GSD or Contractor.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location and provide adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide safe access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.

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4. Arrange with GSD's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - a. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by GSD. Payment for re-testing will be charged to the Contractor by utilizing a Deductive Change Order.

3.05 REJECTION OF WORK

- A. Refer to the General Conditions for additional requirements regarding the rejection of Work.
- B. GSD may reject installed work if it does not comply with the Contract Documents.
- C. The Contractor shall replace Work or portions of the Work not conforming to specified requirements at no additional cost to the GSD.
 1. Any Work which may or may not comply with the Contract Requirements but must be removed in order to correct the deficient or rejected work must be removed and replaced at no additional cost to the GSD.
- D. If, in the opinion of GSD, it is not practical to remove and replace the Work, GSD will direct an appropriate remedy or adjust payment.

3.06 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, test, adjust, and to initiate instructions when necessary.
- B. Report, in writing, observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Manufacturer Field Service representative shall render directions or opinions regarding their products or materials only. However, by nature they will not be as familiar with the overall project scope, background, or requirements. Opinions rendered by Manufacturer Field Service representative shall not overrule the requirements contained in the Contract Documents. The Manufacturers' Field Service representative shall not have the authority to overturn the direction or opinion rendered by the GSD unless written approval is obtained from the GSD.
 1. Should manufacturer's field services representative provide directions or opinions conflicting with contract documents, Contractor shall request clarification from GSD before proceeding.

3.07 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.

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1. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

3.08 GSD INSPECTION

- A. If the GSD determines that the Work does not meet construction standards or requirements of the Contract Documents, then that portion of the Work shall cease and be redone to meet GSD's approval at no additional cost.

END OF SECTION 01 40 00

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey GSD's action on Contractor's submittals, applications, and requests, "approved" is limited to GSD's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by GSD. 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.

1.03 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.
- 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.

1.04 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 in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 - 2. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 3. AIA - American Institute of Architects (The); www.aia.org.
 - 4. AISC - American Institute of Steel Construction; www.aisc.org.
 - 5. AISI - American Iron and Steel Institute; www.steel.org.
 - 6. ANSI - American National Standards Institute; www.ansi.org.
 - 7. ASCE - American Society of Civil Engineers; www.asce.org.
 - 8. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
 - 9. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
 - 10. AWS - American Welding Society; www.aws.org.
 - 11. BIA - Brick Industry Association (The); www.gobrick.com.

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12. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
13. ICC - International Code Council; www.iccsafe.org.
14. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
15. MPI - Master Painters Institute; www.paintinfo.com.
16. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
17. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
18. NCMA - National Concrete Masonry Association; www.ncma.org.
19. NECA - National Electrical Contractors Association; www.necanet.org.
20. NEMA - National Electrical Manufacturers Association; www.nema.org.
21. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
22. SDI - Steel Door Institute; www.steeldoor.org.
23. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
24. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
25. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
26. TMS - The Masonry Society; www.masonrysociety.org.
27. UL - Underwriters Laboratories Inc.; www.ul.com.

B. 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. ICC - International Code Council; www.iccsafe.org.
2. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

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- C. 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. NPS - National Park Service; www.nps.gov.
 2. OSHA - Occupational Safety & Health Administration; www.osha.gov.
- D. State 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. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. GSD - General Services Division of West Virginia;
www.generalservices.wv.gov
 2. WV DOT - West Virginia Department of Transportation;
www.transportation.wv.gov

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 42 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes:
 - 1. Water
 - 2. Electricity and lighting
 - 3. Temporary controls
 - a. Dust Control
 - b. Noise Control
 - c. Security Control
 - d. Traffic Control
 - e. Vibration Control
 - 4. Fire protection
 - 5. Temporary materials and equipment
 - 6. Temporary storage areas
 - 7. Temporary sanitary facilities
 - 8. Temporary supplemental mechanical controls
 - 9. Directional Signage
 - 10. Protection of installed work
 - 11. Temporary installation
 - 12. Cleaning, removal and restoration

1.03 RELATED SECTIONS

- A. Section 01 14 00 – “Work Restrictions and Use of Site”
- B. Section 01 56 00 – “Temporary Barriers and Enclosures”
- C. Section 02 41 19 – “Selective Demolition”

1.04 REFERENCES

- A. ASTM F567-14a: “Standard Practice for Installation of Chain Link Fence”

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1.05 SUBMITTALS

- A. Safety Plan: Contractor must develop safety plan for the duration of the construction.
 - 1. Safety Plan should highlight specific high-risk activities and detail the safety considerations, identify the potential hazard, and describe implementation measures to address hazards.
 - 2. Safety Plan should provide site specific information for responding to an emergency when working from heights with limited access.
 - a. Ensure that appropriate first responders have been notified of scope of project and verify the ability to access all work areas in the event a rescue is required.
 - 3. Safety Plan should identify and provide contact information for designated safety personnel and alternates in case of primary personnel absence.
 - 4. Safety Plan should identify typical site safety requirements, to include appropriate Personal Protection Equipment (PPE) for all tasks to be completed as part of the Scope of Work.
 - 5. Safety Plan shall contain a narrative describing measures for fall protection where necessary and safety provisions for the Work.
 - 6. Safety Plan shall follow guidelines of “Jobsite Safety Handbook” for the Department of Administration and the General Services Division.
 - 7. Contractor is responsible for complying with all safety, health and sanitation laws.
 - 8. Contractor shall submit a copy to the GSD Project Manager prior to starting work.
 - 9. Contractor shall notify GSD when outside safety agencies including Fire Marshall and OSHA are on site.
- B. Site Use Plan: Contractor shall submit a detailed site use plan. Plan shall clearly convey the intended locations, extents, materials, and execution of the following items:
 - 1. Temporary barriers and construction fencing.
 - 2. Pedestrian Protection/Access.
 - 3. Erosion and sediment protection.
 - 4. Contractor laydown area.
 - 5. Field Construction Office Location, if necessary.
 - 6. Temporary Signage Locations.
 - 7. Site Access including identifying what equipment or methods will be used to access all areas of work.

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8. Plan shall identify paths of ingress and egress and the accessible routes. Plan shall identify any impacts on the pedestrian access routes and indicate any overhead protection. The Contractor shall provide signage notifying pedestrians of any closures and for detour routes.
- C. Temporary Controls Plan: Contractor shall submit a narrative outlining means and methods for implementing temporary control measures, to include but not limited to, the following:
 1. Dust and debris control measures.
 2. Noise control measures.
 3. Security control measures.
 4. Traffic control measures
 5. Vibration control measures.
 6. Methods for coordination of interruptions to utility services, if necessary. This shall include coordination of shutoff, capping, and continuation of utility services.
- D. Shop Drawings: Contractor shall submit Shop Drawings for the following items:
 1. Temporary Signage: Drawings shall convey the sign content, size of letters, and location of signs on the project site.
 - a. The GSD will inspect and approve the temporary egress provisions, including exit signage and lighting, prior to beginning of work.

1.06 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to the GSD and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 1. GSD's construction forces.
 2. GSD.
 3. Testing agencies.
 4. Personnel of authorities having jurisdiction.
- B. Sewer Service: Sewer service use charges for sewer usage by all entities paid by Contractor.
- C. Water Service: Water from GSD's existing system is available for use by the Contractor. Contractor is responsible for use of water and contacting water company to install meter and tap. Provide connections and extensions of services as required for construction operations. Contractor is fully responsible for the cost and safety requirements for such connections and extensions.
- D. Electric Power Service: Contractor to provide electric power for use by all Contractor personnel and visitors to the Project Site, to include but not limited to: the GSD and testing and inspection agencies.

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1.07 WATER

- A. Water access will not be provided by the GSD.

1.08 ELECTRICITY AND LIGHTING

- A. The Contractor is responsible for providing a generator to provide all electrical power for construction use.
- B. Contractor shall provide lighting to ensure safe construction operations and to allow proper finishing operations.
- C. All temporary wiring shall be removed before completion of project.

1.09 ACCESS ROADS AND PEDESTRIAN WALKS

- A. Keep all public streets, drives, and walks adjacent to site and haul routes clean and free of dirt, debris, and litter caused by construction operations. Any dirt, debris, and litter caused by construction operations must be removed immediately.

1.10 TEMPORARY CONTROLS

- A. Dust Control: The Contractor shall be responsible for controlling and containing dust or protecting the Capitol Building, surrounding areas and occupants from dust migration.
 - 1. All chutes for refuse, trash storage or transportation containers, and the like shall be covered or contained to prevent the dissemination of dust.
 - 2. Contractor shall prevent all dust, sand, water, or other foreign elements generated by the work from exiting the work areas by taking appropriate precautions. Such precautions shall include, but not be limited to, covering all vents, louvers, or openings, and sealing open joints or seams in adjacent walls or windows. If openings cannot be sealed for special reasons or dust cannot be contained or eliminated at the source, Contractor shall not proceed until receiving instructions from the Owner.
 - 3. Provide dust-proof enclosures for protection around the work areas. Use wet cutting methods or equipment with vacuum assisted dust filters where possible to reduce dust generated by the Work.
- B. Noise Control: Contractor is responsible for complying with all local noise control regulations and keeping the noise to a minimum so as to limit disruptions. Contractor to coordinate noise-generating activities with GSD to help avoid work stoppages due to excessive noise.
 - 1. Execute Work as quietly as practicable to avoid unnecessary disturbances to occupants of adjacent premises.
 - 2. High-level noise operations must be performed in accordance with local regulations and must be approved by GSD prior to proceeding.
 - 3. Loud noise which causes disturbance to surrounding areas must be controlled and coordinated in advance with the GSD.

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4. Hearing protection must be provided for workers and all visitors to the Project Site in accordance with OSHA requirements.
- C. Security Control: Contractor is responsible for conducting operations in a manner to avoid risk of loss, theft, or damage by vandalism.
 1. Provide security and facilities to protect Work and existing premises from unauthorized entry, vandalism, and theft.
 2. The Contractor shall lock all toolboxes and secure moveable equipment with chains or otherwise to prevent theft.
 3. All hazardous materials shall be kept in a secured area to prevent access by the public.
 4. Background checks and security access cards must be obtained in accordance with Section 01 14 00 "Work Restrictions and Use of Site."
- D. Traffic Control: Load and unload trucks only in areas approved by the GSD.
 1. Trucks leaving the site with loose debris shall be loaded, covered, and protected in a manner that will prevent dust emissions or debris falling from the truck. Contractor must comply with local regulations for covering trucks for dust control.
 2. Soils tracked onto adjoining roadways by truck will be cleaned at the end of each business day.
 3. Limit deliveries to the Project Site to hours provided in Section 01 14 00 "Work Restrictions & Use of Site."
- E. Vibration Control
 1. Vibration must be limited during the execution of the work.
 2. Vibrations which cause disturbance to surrounding areas, must be controlled and coordinated in advance with the GSD.

1.11 FIRE PROTECTION

- A. Contractor shall maintain clear access to all sprinkler locations throughout the interior of the building. Installation of temporary controls, barriers, shoring, or scaffolding shall in no way impede the ability of the sprinkler system to effectively provide fire protection to the adjacent areas.
- B. Contractor shall provide and maintain access to fire hydrants and keep all hydrants free of obstructions.
- C. Contractor shall provide and maintain adequate fire protection in the form of fire extinguisher or other effective means of extinguishing fire, ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of work.
 1. A fire extinguisher shall be located in each storage and construction shed.

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- D. Existing Fire Hose Connections: The connection shall be accessible at all times by Fire Department personnel. Materials and debris shall not be stored in front of the connection, thus preventing access. The Contractor shall coordinate access procedures with the Fire Marshal.
- E. Gasoline and other flammable liquids shall be stored and dispensed from UL listed safety containers in conformance with National Board of Fire Underwriters' recommendations.
- F. Torch-cutting and welding operations performed by Contractor or Subcontractors shall have approval of GSD before such work is started, and chemical extinguisher shall be available at location where such work is in progress.
 - 1. Hot work permit is required prior to execution of any torch-cutting or welding operations.
- G. Open fires will not be permitted in or about the premises.
- H. All flammable materials are to be stored in a safe manner away from any heat source and in accordance with all local, state, and federal regulations.

PART 2 - PRODUCTS

2.01 TEMPORARY MATERIALS AND EQUIPMENT

- A. General:
 - 1. Temporary materials may be new or used, but must be adequate in capacity for required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
 - 2. Wood products used for temporary materials in proximity to structure shall be fire retardant materials.
- B. Fire Extinguisher
 - 1. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguisher at locations of low potential for either electrical or grease-oil flammable liquid fires; provide Type ABC dry chemical extinguisher at other locations; comply with recommendations of NFPA No. 10. Post local fire department call number on each telephone instrument at project site.
 - a. Keep fire extinguisher in operating condition at all times.
- C. .

2.02 TEMPORARY STORAGE AREAS

- A. Provide fabricated storage areas sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from structures.
 - 2. Exterior materials shall be weather resistant and finished in a color acceptable to the GSD.

2.03 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide and maintain temporary sanitary facilities and enclosures within construction barrier. The toilets shall be serviced as needed but not less frequently than once every two weeks.

2.04 TEMPORARY DIRECTIONAL SIGNAGE

- A. Directional signage to be installed to alert pedestrians to alternate egress routes through the Capitol Building due to construction operations.
 - 1. Directional signs shall comply with Section 703 of the Americans With Disabilities Act (ADA) "Standard for Accessible Design" and the following:
 - a. Sign shall comply with section 1013 of 2015 IBC.
 - b. Characters shall be black on white background.
 - c. Characters shall be uppercase and sans serif font.
 - d. Characters shall be no less than 1-3/4" in height to accommodate a 15' horizontal viewing distance.
 - e. Characters and background shall have non-glare finish.
 - f. Signs shall be installed a minimum of 48" above the finished floor.
- B. Directional signage to be installed to alert pedestrians alternate traffic through the building due to construction operations.

PART 3 - EXECUTION

3.01 PROTECTION OF INSTALLED WORK

- A. Protect installed Work in a manner to prevent damage from construction operations.
- B. Provide special protection as detailed in individual Specification sections.
- C. Provide temporary and removable materials for protection of installed products and to control activity in the immediate Work area to minimize damage.
- D.
- E. Protect finished Work from damage, defacement, stains, scratches, and wear.
- F. Prohibit traffic on lawn and landscaped areas.

3.02 PROTECTION OF ADJACENT WORK

- A. Protect adjacent Work in a manner to prevent damage from construction operations.
- B. Provide special protection as detailed in individual Specification sections.
- C. Provide temporary and removable materials for protection of installed adjacent products and to control activity in the immediate Work area to minimize damage.
- D. Protect finished adjacent Work from damage, defacement, stains, scratches, and wear.

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3.03 TEMPORARY INSTALLATION

- A. Install, maintain, and operate temporary utilities and services to ensure continuous operation. Modify and extend systems as Work progresses.
- B. Access Provisions: Contractor shall provide ramps, stairs, ladders, and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

3.04 STORAGE

- A. Installation of temporary storage to be coordinated with installation of temporary construction barriers. Storage room cannot be fabricated until temporary construction barriers are in place.
- B. Do not load any area of the Capitol Building with weight that will endanger the structure.

3.05 CLEANING, REMOVAL AND RESTORATION

- A. Remove all temporary above grade or buried utilities, equipment, facilities, controls, and materials prior to Final Completion inspection.
- B. Repair damage caused by installation or use of temporary work.
- C. Restore existing facilities and equipment used during construction to original condition. Restore permanent facilities and equipment used during construction to specified condition.

END OF SECTION 01 50 00

Jobsite Safety Handbook

For

Department of Administration (DOA)

General Services Division (GSD)

112 California Ave.
Bldg.4 5th floor.
Charleston, WV 25305

**THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION
PROJECTS AND/OR CONTRACTOR WORKSITES**

EMERGENCY CONTACTS:

Project Manager:

Name: _____ Phone #: _____

Emergency Services #: _____

GSD Safety Section:

Jonathan R. Trout 304-352-5502 Work, 304-205-2721 Mobile

Senior Safety & Environmental Coordinator

Marsha L. Bowling 304-352-5523 Work

Occupational Safety & Health Coordinator

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JOBSITE SAFETY HANDBOOK

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook. All contractors working on GSD projects are required to follow OSHA regulations.

GSD safety and health procedures are available for review 24/7 in the Main Capitol Building basement, MB-69.

1. BUILDING ALARMS

In the event of a fire, sound the alarm and/or notify other building occupants immediately. Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

3. HOUSEKEEPING AND ACCESS AROUND SITE

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

4. STAIRS AND LADDERS

- All stairs are to be equipped with standard handrails.
- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don't happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.

5. SCAFFOLDS AND OTHER WORK PLATFORMS

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a mid-rail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

6. FALL PROTECTION

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

Guarding:

- Install guardrails around open floors and walls when the fall distance is 4' or more. The top rail must withstand a 200 lb load.
- Construct guardrails with a top rail approximately 42" high with a midrail about half that high at 21".
- Install toe boards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.
- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems must comply with OSHA guidance.

7. EXCAVATION AND TRENCHING

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting West Virginia 811 before digging. Dial 811 or 800-245-4848.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25' of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth's slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.
- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris are being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

8. TOOLS AND EQUIPMENT

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.
- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to manufacturer's instructions.

9. VEHICLES AND MOBILE EQUIPMENT

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tag line to control materials moved by a crane.

10. ELECTRICAL

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved (UL, NEMA, etc) for exterior use (no internal junction boxes).

11. FIRE PREVENTION

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying of paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.

- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).

12. CHEMICAL HAZARDS

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

13. CONFINED SPACES

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.

Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation by GSD Safety to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

14. LOCK-OUT/TAG-OUT

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.

Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

Contractor Acknowledgement:

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): _____

Contractor Representative Signature: _____ Date: _____

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

SECTION 01 56 00

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes:
 - 1. Temporary Barriers, to include the following:
 - a. Construction Fence at Contractor Laydown Areas
 - b. Construction Barrier at Work Areas.

1.03 SUBMITTALS

- A. General: Construction barrier layout and product information.

PART 2 - PRODUCTS

2.01 TEMPORARY MATERIALS

- A. General
 - 1. Temporary materials may be new or used, but must be adequate in capacity for required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
 - 2. Wood products used for temporary materials in proximity to structure shall be fire retardant materials.
 - 3. Due to the project site, all temporary materials must be aesthetically pleasing and free from defects that would detract from the significance and aesthetics of the building.
- B. Chain-Link Fence: For exterior construction fence
 - 1. Galvanized steel chain-link fence fabric of 11-gauge wire. Minimum height of eight (8) feet unless otherwise approved by GSD.
 - 2. Frame: 1-5/8" diameter, 40 weight frame, 8'-0" height, 12'-0" length maximum. Posts: 1-5/8" diameter, 40 weight, embedded 5" into concrete blocks.
 - 3. Concrete Blocks: 4000 psi minimum, 1'-6" square, 5" thick.
 - 4. Accessories: Hog ring ties, panel clamps, and other accessories for a complete fence system.
 - a. Construction Barrier Screen:

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- i. Provide privacy screen constructed with high density polyethylene that is UV stable and can be secured to temporary construction fencing.
 - aa. Minimum shade percentage: 85%
 - bb. Color: Forest Green, or as requested by the GSD.
 - ii. Accessories:
 - aa. Attachments for securing screen to construction fence. Secure at intervals in accordance with screen manufacturer.
- C. Temporary Construction Barrier:
 - 1. Enclosure Sheet: Plastic sheet or equal
 - 2. General temporary material as indicated in Section 2.01 can be used to support the sheets.

PART 3 - EXECUTION

3.01 COORDINATION

- A. Installation of temporary barrier and protection to be coordinated with the GSD.

3.02 TEMPORARY CONSTRUCTION BARRIER

- A. Contractor shall install temporary construction barrier to enclose the work area from public access.
- B. The temporary barrier shall be relocated as work progresses in accordance with phasing plan.
- C. Directional signage shall be installed to alert pedestrians through the Capitol Building due to construction operations.

3.03 CLEANING, REMOVAL AND RESTORATION

- A. Remove all temporary above grade or buried utilities, equipment, facilities, controls, and materials prior to Final Completion inspection.
- B. Repair damage caused by installation or use of temporary work to the satisfaction of GSD.
- C. Restore existing facilities and equipment used during construction to original condition. Restore permanent facilities and equipment used during construction to specified condition to the satisfaction of GSD.

END OF SECTION 01 56 00

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following subjects:
 - 1. General Product Definitions and Requirements
 - 2. Quality Assurance
 - 3. Manufacturer's Instructions
 - 4. Transportation and Handling
 - 5. Storage and Protection
 - 6. Product Warranties
 - 7. Product Options
 - 8. Existing Products
 - 9. New Products
 - 10. Comparable Products
 - 11. Conflicting Requirements

1.03 RELATED SECTIONS

- A. Section 01 31 00 – "Project Management and Coordination"
- B. Section 01 33 00 – "Submittal Procedures"
- C. Section 01 77 00 – "Closeout Requirements"

1.04 DEFINITIONS

- A. Products: Items purchased 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 the date of the Contract Documents.

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2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, 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. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to GSD.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for GSD.

1.05 GENERAL

- A. Work included: All materials incorporated into the project shall conform to the applicable specifications and standards and shall be of the size, type and quality specified.
- B. Material and equipment shall not be used for any purpose other than that for which it is designed or specified.
- C. Related requirements specified elsewhere:
1. Submittal requirements for Shop Drawings, product data and samples are included under Section 01 33 00 "Submittal Procedures."
 2. Products requiring submittals are included in each specification section.

1.06 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

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- B. GSD's Approval: Wherever the terms "or equal", "or approved equal", or "or approved" are used in specifying products or naming manufacturers in the various specification sections, GSD is the sole judge of equality and acceptability of products and manufacturers submitted as equals to the specified products and manufacturers.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface or where required for observation after installation, on an accessible surface that is not conspicuous.

1.07 MANUFACTURER'S INSTRUCTIONS

- A. Unless otherwise specified, the installation of any component of the Work shall comply with requirements of the manufacturer's most currently published instructions. Obtain and distribute copies of such instructions to all parties involved in the installation, including one (1) copy to the Owner. Maintain one (1) set of complete instructions at the job site during installation and until completion and acceptance of the work.
 - 1. Submit electronic copies in electronic PDF format to the Owner in accordance with Section 01 31 00 "Project Management and Coordination."
- B. Handle, install, clean, condition, and adjust material in strict accordance with the manufacturer's printed instructions and in conformity with the specified requirements.
- C. In the event that job conditions or specified requirements conflict with the manufacturer's printed instructions, consult with GSD before proceeding with the work.
 - 1. Do not proceed with the installation until all conflicts have been resolved, or without clear instructions.
- D. Perform all work in strict accordance with the manufacturer's printed instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

1.08 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of material in accordance with construction schedules.
 - 1. Coordinate delivery so as to avoid conflict with the Work and with conditions at the site.
 - 2. Coordinate delivery in order to minimize site storage time and potential damage to stored materials.

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3. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
4. Coordinate delivery to avoid disruptions and interruptions of building operations.
- B. Transport and handle products in accordance with manufacturer's instructions. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Upon delivery, promptly inspect all shipments to assure compliance with the requirements of the Contract Documents and approved submittals and that the material that has been delivered is undamaged and properly protected.
- E. Identification of products: Materials shall be delivered in unbroken crates, boxes, cans, and similar packages and shall bear the manufacturer's name, brand designation, or similar markings for convenient field checking. Any such articles that are not easily identifiable or show indication of possible adulteration will be rejected at the discretion of the Owner whose decision shall be final.
- F. Provide equipment and personnel to handle the material by methods that will prevent soiling or damage to the products or the packaging.
- G. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

1.09 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store materials in strict accordance with the manufacturer's instructions, with seals and labels intact and legible. Store products subject to damage by the elements in weather-tight enclosures. Maintain temperature and humidity within the range required by the manufacturer's instructions.
 1. Store materials in a secure area such that they cannot be tampered with.
- C. Exterior storage:
 1. Store products above the ground, on blocking or skids, so as to prevent soiling or staining. Cover products that are subject to deterioration with watertight sheet coverings; provide adequate ventilation to prevent condensation.
 2. Store loose granular materials in a well-drained area on a solid surface to prevent mixing with foreign matter.
 3. Prevent contact with material that may cause corrosion, discoloration, or staining.

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4. Store materials in a secure area such that they cannot be tampered with.
- D. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials to assure that they are maintained under specified conditions, free from damage deterioration.
- E. Protection after installation:
 1. Provide substantial coverings as necessary to protect the installed material from damage as a result of traffic or subsequent construction operations.

1.10 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.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 3. Refer to Technical Divisions for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Requirements."

1.11 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that 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. GSD reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," GSD will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is approved sample panel.

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6. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article in this Section to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. Substitutions may be considered, unless otherwise indicated.
 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with all specified requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

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7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise indicated.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches existing materials or approved sample panel. GSD's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
11. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, GSD will select color, pattern, or texture from manufacturer's product line that does not include premium items.
12. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, GSD will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

1.12 EXISTING PRODUCTS

- A. Many existing products or materials are indicated to remain in place, and work covered by the Contract Documents will be installed over or connected to such remaining existing products or materials. Where existing products or materials are to remain, they shall be inspected and repaired as needed prior to installing new products or materials over or adjacent to the remaining existing products or materials.

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- B. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the GSD, or otherwise indicated as to remain the property of the GSD, become the property of the Contractor and should be properly remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

1.13 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. 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.

1.14 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 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 GSD, if requested.
 - 5. Samples, if requested.

1.15 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to GSD for a decision before proceeding.

PART 2 - PRODUCTS

NOT USED.

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PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 60 00

SECTION 01 73 00
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work as well as providing the necessary labor, materials, tools, equipment, and services to execute the following:
 - 1. Construction layout
 - 2. Installation of the Work
 - 3. Progress Cleaning
 - 4. Protection of Installed Work
 - 5. Correction of the Work
 - 6. Final Cleaning

1.03 RELATED SECTIONS

- 1. Section 01 31 00 – “Project Management and Coordination”
- 2. Section 01 32 00 – “Construction Progress Documentation”
- 3. Section 01 74 00 – “Cleaning and Waste Management”

1.04 SUBMITTALS

- A. Comply with individual specification sections for each qualifications, certificates, product information, installation procedures, warranties, and other requirements as specified.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in individual specification sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to GSD for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

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3.01 EXAMINATION

- A. Existing Conditions: Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Furnish location data for work related to Project that must be performed by public or GSD utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations and produce Field Condition Report per Section 01 32 00 "Construction Progress Documentation."
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- E. Examine walls, floors, and other surfaces for suitable conditions where products and systems are to be installed.
- F. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Do not install, order, or fabricate any material or product without prior approval of all required and related submittals.
- B. Existing Utility Information: Furnish information to GSD that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- C. Existing Utility Interruptions: Do not interrupt utilities serving occupied facilities unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Do not proceed with utility interruptions without GSD's written permission.

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- D. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- E. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- F. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit an RFI to GSD in accordance with Section 01 31 00 – “Project Management and Coordination.” Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents if necessary.
- G. Clean substrate with compatible material that is non-detrimental to surfaces prior to applying next material or substance.
- H. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 CONTRACTOR LAYOUT

- A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing benchmarks. If discrepancies are discovered, notify GSD immediately.

3.04 INSTALLATION OF THE WORK

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level unless otherwise noted.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Final Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the Owner.

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- 2. Allow for structure movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- I. Temporary Support: Provide temporary support of work to be cut.
- J. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- K. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01.
- L. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.05 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- B. Conduct as required by Section 01 74 00 – “Cleaning and Waste Management.”

3.06 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual Specification Sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed surfaces until materials have sufficiently cured in accordance with recommendations from manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

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3.07 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.08 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal, state, and local environmental and antipollution regulations.
- B. Conduct as required by Section 01 74 00 – “Cleaning and Waste Management.”

END OF SECTION 01 73 00

SECTION 01 73 10
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes general provisions for the cutting and patching necessary to conduct the Work.
- B. This section includes additional field investigation support to be provided to the Owner to verify existing conditions prior to executing indicated repairs. The Contractor shall be responsible to verify existing conditions prior to installing shoring and executing indicated and required repairs.
- C. Demolition of selected portions of the building for alterations is included in Section 02 41 19 "Selective Demolition."

1.03 RELATED SECTIONS

- A. All Administrative and Technical Sections of the Project Manual.

1.04 DEFINITIONS

- A. Cutting: The removal of existing construction necessary to permit the installation or performance of other Work.
- B. Patching: The fitting and repair work required to restore surfaces to original or existing conditions after installation of other Work.

1.05 SUBMITTALS

- A. General: Prior to execution of any cutting and patching, submit the following to GSD for review and approval:
 - 1. Preconstruction Photographs: Shall be submitted prior to beginning selective demolition in accordance with Section 01 32 33 "Photographic Documentation."
 - a. Damage to any materials which are to remain or be reinstalled will be assumed to have occurred as a result of Construction unless properly documented prior to construction. Such damages shall be corrected by the Contractor at no additional cost to the GSD.
 - 2. Site Use Plan: In accordance with Section 01 50 00 "Temporary Facilities and Controls."
 - 3. Safety Plan: In accordance with Section 01 50 00 "Temporary Facilities and Controls."

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4. Cutting and Patching Schedule: Provide schedule of materials to be removed and salvaged; materials to be salvaged, stored, and reinstalled; materials to be removed and discarded; and materials to remain. Indicate dates and times when cutting and patching is to be performed. Describe the extent of cutting and patching required and proposed methods for each type of substrate.

1.06 QUALITY CONTROL

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 1. Obtain approval of the cutting and patching procedures before cutting and patching the following structural elements:
 - a. Foundation construction.
 - b. Bearing walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Structural deck.
 - f. Lintels.
 - g. Miscellaneous structural metals.
 - h. Stairs.
 - i. Equipment supports.
 - j. Piping, ductwork, vessels and equipment.
 - k. Structural systems of other construction.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reduced capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
 1. Obtain approval of the cutting and patching procedures before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Water, moisture, or vapor barriers.
 - d. Membranes and flashings.
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.
 - h. Communication systems.

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- i. Electrical wiring systems.
 - j. Conveying systems.
 - k. Operating systems of other construction.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the GSD's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
 - 1. Retain the original installer or fabricator to cut and patch exposed work if the original installer or fabricator is identified in the Contract Documents or is known to the Contractor and is available for the work.
 - 2. If it is not possible to engage the original installer or fabricator, engage a Specialist who is specifically experienced in the work.
 - 3. The cutting and patching procedures plan shall include but not necessarily be limited to work required at the following visual elements.
 - a. Exterior concrete members
 - b. Roof parapet walls
- D. Dust Control: Comply with requirements for control of dust and dirt as included in Division 1 Section 01 50 00 "Temporary Facilities and Controls."

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other sections of the Project Manual or indicated on the Drawings.
- B. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.01 EXAMINATION OF CONDITIONS PRIOR TO DEMOLITION

- A. Before cutting existing surfaces examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding. Notify the GSD if hazardous materials are encountered and do not proceed with work until hazardous conditions are abated.
 - 1. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

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- B. After uncovering the work, inspect conditions affecting the installation of new products.

3.02 SITE PROTECTION

- A. Install pedestrian protection and signage in accordance with Section 01 50 00 “Temporary Facilities and Controls” and the approved Site Use Plan.
 - 1. Coordinate and allow time and access for inspection of West Virginia State Fire Marshal and GSD prior to continuing with the Work.
- B. Provide, shoring, bracing, and support as required in accordance with Section 02 15 00 “Shoring.”

3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Cut through concrete and masonry using a cutting machine such as a diamond blade saw or diamond core drill.
 - 3. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

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3.04 CLEANING

- A. Cleaning of the site and work area shall be performed on a daily basis in accordance with specification Section 01 74 00 "Cleaning and Waste Management."

END OF SECTION 01 73 10

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. The work shall consist of providing the necessary labor, material, tools, equipment, and services for and reasonably incidental to cleaning work specified.

1.03 RELATED SECTIONS

- A. Section 01 77 00 – “Closeout Procedures”

1.04 GENERAL REQUIREMENTS

- A. Maintain the premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations.
- B. Whenever a work area is returned to the GSD for use, the work area as well as adjacent areas on each side shall be free of construction debris.
- C. At completion of the Work, remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus material; and clean all exposed surfaces. Leave the project clean and ready for occupancy.
- D. Maintain the project in accordance with the requirements of the Federal Occupational Safety and Health Act, and all rules and regulations pursuant to the Act.
- E. Hazard control:
 - 1. Store volatile or flammable waste, such as mineral spirits, oil, oily rags, paint rags, paint cans, paint thinner, and other potentially hazardous refuse, in covered metal containers.
 - 2. Do not permit the accumulation of waste materials and debris on the premises.
- F. Conduct all cleaning and disposal operations in compliance with all local laws and ordinances and anti-pollution laws.
- G. Burning or burying of debris, rubbish, or other waste materials on the premises will not be permitted.
- H. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.

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1.05 SUBMITTALS

- A. Submit the name and location of an approved disposal site for wastes to the authorized representative of the GSD.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. On surfaces to be cleaned, use only the cleaning material or agent recommended by the manufacturer or fabricator of the surface to be cleaned.
- B. Do not use cleaning agents on surfaces other than those recommended by cleaning agent manufacturer.

PART 3 - EXECUTION

3.01 PROGRESS CLEANING

- A. General: Maintain Project site and work areas free of waste materials and debris. Execute cleaning in such a manner to ensure that the building, premises, and public and adjacent properties are maintained free from accumulation of debris, waste materials, and rubbish. Handle waste materials, debris, and rubbish with as few handlings as possible. Do not drop or throw debris from heights. Clean work areas on a daily basis.
- B. Provide suitable closed containers, as approved, on site and in sufficient quantity and capacity to provide safe storage of rubbish and debris until disposal.
 - 1. Remove waste materials, debris, and rubbish from the site and dispose of legally at an approved public or private dumping area.
 - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - 3. Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- C. Schedule cleaning operations so that dust and other contaminants resulting from cleaning operations do not fall on wet or freshly waterproofed, painted, or otherwise uncured surfaces.
- D. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
- E. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

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- F. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- G. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- H. Exposed Surfaces: Clean exposed surfaces. Protect as necessary to ensure freedom from damage and deterioration at time of Final Completion.
- I. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
- J. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- K. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Final Completion.
- L. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- M. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures and humidity.
 - 4. Thermal shock.
 - 5. Pollution and air contamination.
 - 6. Water or ice.
 - 7. Chemicals and solvents.
 - 8. Light.
 - 9. Radiation.
 - 10. Puncture.
 - 11. Abrasion.
 - 12. Heavy traffic.
 - 13. Soiling, staining, and corrosion.
 - 14. Bacteria.

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15. Rodent and insect infestation.
16. Combustion.
17. Electrical current.
18. High-speed operation.
19. Improper lubrication.
20. Unusual wear or other misuse.
21. Contact between incompatible materials.
22. Destructive testing.
23. Misalignment.
24. Excessive weathering.
25. Unprotected storage.
26. Improper shipping or handling.
27. Theft or vandalism.

3.02 FINAL CLEANING

- A. Coordinate final cleaning with other requirements for project completion in Section 01 77 00 "Closeout Procedures."
- B. Cleaning: Employ experienced workers for final cleaning. Clean each surface or unit to condition expected in an average office building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. General: Complete the following cleaning operations before requesting inspection for certification of Final Completion for entire Project or for a portion of Project.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Sweep concrete floors broom clean in unoccupied spaces.
 - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - f. 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

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- g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.
 - i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - j. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Replace parts subject to unusual operating conditions.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters, and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - p. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Capitol Complex property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 74 00

SECTION 01 77 00
CLOSEOUT PROCEDURE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Final completion procedures.
 - 2. Warranties.
 - 3. Final cleaning.
 - 4. Repair of the Work.

1.03 RELATED SECTIONS

- A. Section 01 29 00 – “Payment Procedures”
- B. Section 01 74 00 – “Cleaning and Waste Management”
- C. Section 01 78 23 – “Operation and Maintenance Data”
- D. Section 01 78 39 – “Project Record Documents”

1.04 SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal 30 days prior to final completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.05 SUBSTANTIAL COMPLETION PROCEDURES

Not Applicable

1.06 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit Final Application for Payment according to Section 01 29 00 “Payment Procedures.”
 - 2. Certified List of Incomplete Items: Submit certified copy of GSD’s inspection list of items to be completed or corrected (punch list), endorsed and dated by GSD. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

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3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit Operations and Maintenance and Product Maintenance Manuals in accordance with Section 01 78 39 "Operation and Maintenance Data."
 5. Submit Project Record Documents in accordance with Section 01 78 39 "Project Record Documents."
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, GSD will either proceed with inspection or notify Contractor of unfulfilled requirements. GSD will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Project number (assigned by GSD).
 - d. Name of Contractor.
 - e. Page number.
- B. Submit list of incomplete items in the following format:
1. PDF electronic file. GSD will return annotated file.

1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of GSD for designated portions of the Work where commencement of warranties other than date of Final Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

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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 paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Perform final cleaning in accordance with Section 01 74 00 "Cleaning and Waste Management."

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Final Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

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2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 77 00

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Product maintenance manuals.

1.03 RELATED SECTIONS

- A. Section 01 77 00 – “Closeout Procedures”
- B. Section 01 78 39 – “Project Record Documentation”

1.04 SUBMITTALS

- A. Product Maintenance Manuals: Product maintenance manual to be submitted for each finish product submitted to provide GSD with detailed instructions on cleaning and maintenance of such product.

PART 2 - PRODUCTS

2.01 MANUALS, GENERAL

- A. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file.
 - a. Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - b. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - 2. Paper Submission: Submit three (3) paper copies, if requested by the GSD. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
 - a. Binders: Heavy-duty, three-ring, vinyl-covered binders, in thickness necessary to accommodate contents, sized to hold 8-1/2" by 11" paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

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- i. Identify binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 - b. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - c. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 - d. Supplementary Text: Prepared on 8-1/2" by 11" white bond paper.
 - e. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - i. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - ii. Avoid placing loose, oversize drawings in binder pockets. Use reduced drawings or place folded drawings in labeled envelopes bound in manual.
 - iii. 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.
3. Consider other special requirements, such as using photographs instead of drawings, to demonstrate unusual installations.

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- B. Organization: Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- C. 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.
- D. 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.
- E. Manual Contents: As required by each individual Specification Section requiring either operation and maintenance manual or product maintenance data.

2.02 PRODUCT MAINTENANCE MANUALS

- A. 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.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- 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, including servicing of

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drainage systems and maintenance of joint sealants

5. Snow removal procedures, including specific requirements for removal at areas of deck coating.
 6. 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 3 - EXECUTION

3.01 MANUAL PREPARATION

- 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. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, 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.
1. 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.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and to illustrate control sequence. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared Record Drawings in Section 01 78 39 "Project Record Documents."
- D. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings and Specifications.
 - 2. Record Product Data.
 - 3. Miscellaneous Record Submittals.
- B. Related Requirements:
 - 1. Section 01 77 00 – “Closeout Procedures”
 - 2. Section 01 78 23 – “Operation and Maintenance Data”

1.03 SUBMITTALS

- A. Record Drawings and Specifications to include all Shop Drawings: Comply with the following:
 - 1. Number of Copies:
 - a. Submit one (1) full-sized (24” x 36”) set of marked-up record prints.
 - b. Submit Digital Record of Drawings in PDF electronic format
- B. 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 in accordance with Section 01 78 23 “Operations and Maintenance Data.”

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS AND SPECIFICATIONS

- 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,

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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 archive 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. Revisions to routing of piping and conduits.
- d. Revisions to electrical circuitry as it relates to winch installation.
- e. Locations of original elements and finishes left in place as a historical record.
- f. Locations of unit price work.
- g. Locations of concealed internal utilities.
- h. Changes made by Change Order or Construction Change Directive.
- i. Changes made following GSD's written orders.
- j. Clarifications to Contract Documents from RFIs.
- k. Details not on the original Contract Drawings.
- l. Field records for variable and concealed conditions.
- m. 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 sets 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: Prior to Final Inspection, review marked-up record prints with GSD. When authorized, prepare a full set of corrected digital data files of the Contract Drawings and Specifications, as follows:
 - 1. Format: Same digital data software program, version, and operating system as the original Contract Documents.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 4. Refer instances of uncertainty to GSD for resolution.

2.02 RECORD PRODUCT DATA

- A. 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 and record Drawings where applicable.
- B. 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.

2.03 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as a PDF electronic file.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) 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. Maintenance of Record Documents and Samples: Store record documents and

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Samples 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 GSD's reference during normal working hours.

3.02 COORDINATION

- A. Coordinate submission of Record Documents with other requirements for project completion outlined in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 78 39

SECTION 09 03 20
HISTORIC TREATMENT OF PLASTER

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes repair and replacement of historic interior plaster in the following locations:
 - 1. Isolated locations at the Ground floor, 1st floor, 2nd floor, 3rd floor and 4th floor;
 - 2. Isolated locations on ceilings and in hallways;
 - 3. Isolated locations at the east and west low roof access stairs; and
 - 4. Interior wall and ceiling locations extending from the Ground floor level up to 4th floor level. Locations requiring plaster repair or replacement within this area are indicated in the Contract Documents.

1.03 RELATED SECTIONS

- A. Section 01 35 91 – “Historic Treatment Procedures”
- B. Section 09 03 94 – “Historic Treatment of Decorative Painting”

1.04 REFERENCES

- A. ASTM A641/A641M-09a(14): “Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire”
- B. ASTM C25-11e2: “Standard Test Methods for Chemical Analysis of Limestone, Quicklime, and Hydrated Lime”
- C. ASTM C150/C150M-17: “Standard Specification for Portland Cement”
- D. ASTM C190/C109M-16a: “Standard Test Method for Compressive Strength of Hydraulic Mortar (Using 2-in or Cube Specimens)”
- E. ASTM C206-14: “Standard Specification for Finishing Hydrated Lime”
- F. ASM C897-15: “Standard Specification for Aggregate for Job-Mixed Portland Cement-Based Plasters”
- G. ASTM C926-17: “Standard Specification for Application of Portland Cement-Based Plaster”

- H. ASTM C932-06(13): "Standard Specification for Surface-Applied Bonding Compounds for Exterior Plastering"
- I. ASTM C1063-17a: "Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster"
- J. ASTM C1489-15: "Standard Specification for Lime Putty for Structural Purposes"
- K. U.S. Department of the Interior, National Parks Services, Preservation Brief 21 "Repairing Historic Flat Plaster Walls and Ceilings"
- L. U.S. Department of the Interior, National Parks Services, Preservation Briefs 23, "Preserving Historic Ornamental Plaster"

1.05 DEFINITIONS

- A. Scratch Coat: The first coat of plaster applied to a plaster base.
- B. Brown Coat: In three-coat plaster work, the second coat applied over the scratch coat that is directly beneath the finish coat.
- C. Finish Coat: The third and final layer of plaster applied over the brown coat to provide the finished surface of the plaster assembly.
- D. Key: Plaster that physically surrounds, penetrates, or deforms to lock onto the perforations or irregularities of the plaster base of previous coat of plaster.

1.06 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include recommendations for product application and use.
- B. Samples for Initial Selection: For each exposed product and for each color and texture specified.
 - 1. Samples will need to be painted with each required color in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."
- C. Samples for Verification:
 - 1. Samples for each of the following products to be provided in the sizes indicated:
 - a. Flat Plaster: No less than 6" x 6" square.
 - b. Metal Lath: 18" square.
 - c. Accessories: Each type in manufacturer's standard size.
 - 2. Samples for each of the following products to be provided as part of a Stand-Alone Plaster Mockup:
 - a. Molded (Cast) Plaster:

- i. Provide one (1) replication of the ornamental plaster, suitable and ready for installation.
 - b. Formed Plaster: Provide replication of the ornamental plaster. Methods for forming each location shall be suitable for their size and level of detail.
- D. Qualification Data: For qualified historic treatment specialist and cast-plaster manufacturer
- E. Plasterwork Historic Treatment Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for historic treatment work of plaster and protection of surrounding materials, interior of building, and materials and finishes to remain.
 1. Include methods and procedures to protect plastered surfaces from damage caused by construction operations including, but not limited to, exposure to moisture, vibration, mechanical damage, and soiling.

1.07 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic plastering specialist with expertise in matching and performing the types of historic plasterwork repairs included in this project. Experience only in installing and repairing new plasterwork, veneer plaster, or gypsum board is insufficient experience for historic treatment work.
- B. Molded (Cast) Plaster Manufacturer Qualifications: A firm regularly engaged in manufacturing custom-molded plasterwork for building restoration purposes of same types and of similar size, complexity, and tolerances as those required for the Work.
- C. Subject to compliance with requirements, approved in-place mockups may become part of the completed Work if undisturbed at time of Final Completion.
- D. Installer must attend Preconstruction Conference and Preinstallation Conferences in accordance with Section 01 31 00 "Project Management and Coordination."
 1. Review minutes of Preliminary Historic Treatment Conference that pertain to historic treatment of plaster.
 2. Review methods and procedures related to historic treatment of plaster including, but not limited to, the following:
 - a. Verify historic treatment specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, colors, patterns, and sequencing.
 - c. Phasing of work based on interior repairs.
 - d. Curing of finished plaster.

- e. Fire-protection plan.
- f. Temperature, ventilation, and protection.
- g. Plasterwork historic treatment program.
- h. Coordination with other construction activities.

1.08 PRECONSTRUCTION TESTING

Not Applicable

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in factory-sealed, unopened, and unbroken manufacturer's original containers, labeled with manufacturer's name and type of products. Bulk materials shall be delivered in clean transport vessels free of contaminants.
- B. All plastering materials should be stored in a dry location with ambient temperatures continuously maintained at not less than 45°F, preferably inside a building, and under cover. Stack plaster bags on elevated platforms, such as planks, and away from damp floors and walls. All materials should remain in their packaging until used.
 - 1. Where necessary to store materials outside, they should be stacked off the ground, properly supported on a level platform and fully protected from the weather and moisture absorption.
- C. Store materials not in use in tightly covered containers.
- D. Store hydrated lime and factory-prepared lime putty in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained, and contamination avoided.
- F. Handle molded-plaster fabrications to prevent overstressing, chipping, defacement, and other damage.

1.10 FIELD CONDITIONS

- A. Comply with plaster-material manufacturers' written instructions.
- B. Temperatures: Temperatures at interior work areas shall be not less than 55°F or greater than 70°F for at least seven days before application of plaster, continuously during application, and for seven days after plaster has set or until plaster has dried. As plaster is installed at interior spaces, temperature variation should be limited.

- C. Ventilation: Ventilate Rotunda area as required to remove water in excess of that required for the hydration of the plaster. Begin ventilation immediately after plaster is applied and continue until it sets.
- D. Avoid conditions that result in plaster drying out too quickly.
 - 1. Distribute heat evenly; prevent concentrated or uneven heat on plaster.
 - 2. Maintain relative humidity levels for prevailing ambient temperature that produce normal drying conditions.
 - 3. Ventilate work areas in a manner that prevents drafts of air from contacting surfaces during plaster application and until plaster is dry.
- E. Protection: Protect adjacent work from soiling, splattering, moisture and other harmful effects which might result from plastering.
- F. Conditioning for Molded-Plaster: Acclimatize molded-plaster fabrications to ambient temperature and humidity of spaces in which they are installed. Remove packaging and move units into installation spaces not less than 48 hours before installing them.
- G. Field Measurements: Where molded-plaster fabrications are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.11 PLASTER MOLDS

- A. On completion of the manufacturing of molded units, deliver one (1) unused mold or pattern for each shape and size of unit delivered to the GSD to become GSD's property.
 - 1. Identify the type of plaster for which each fabrication was sized and where it was used.
 - 2. Have molds carefully packed, protected from dirt, moisture, and breakage, so as to arrive on site in usable, undamaged condition and enable long-term storage and possible future use.

PART 2 - PRODUCTS

2.01 PLASTER MATERIALS

- A. Portland Cement: ASTM C150, Type I, II, or III, White
- B. Hydrated Lime: ASTM C206 and C207, Type S
 - 1. Hydrated lime shall contain no more than 8% unhydrated oxides when tested in accordance with ASTM C25
- C. High Gauge Lime Putty: ASTM C1489
- D. Sand Aggregates: ASTM C897

- E. Water: Clean, fresh, suitable for domestic water consumption, and free of such amounts of mineral or organic substances that would affect the set, the plaster, or any other metal in the system.
 - 1. Water that contains salt, alum, or plaster residue accelerates plaster set and may cause efflorescence. Water that contains organic or vegetable matter may retard plaster set, cause staining, and interfere with plaster bond.

2.02 PLASTER MIXES

- A. Flat Plaster: The mix design for the flat plaster is based on the intent of the original plaster design while meeting current design standards for bonding to both the clay tile and metal lath substrates.
 - 1. Flat plaster assembly to be constructed as a 3-coat system with an overall thickness of 7/8".
 - 2. Scratch Coat:
 - a. Thickness: 1/2"
 - b. Type C in accordance with ASTM C926.
 - i. 1 Part Portland Cement
 - ii. 3/4 Part Hydrated Lime
 - iii. 5-1/4 Part Sand
 - iv. Fiber: natural goat hair or coconut fibers (Match Existing)
 - aa. Free of grease, waxes, and oils
 - bb. Beaten well to separate fibers before blending into unfibered plaster material.
 - cc. Proportion of Fiber to Unfibered Plaster Material: Based on manufacturer recommendations, not to exceed 2 lb of fiber per cubic foot of cementitious material. Adjusted as required to produce a well-fibered, cohesive, spreadable, stiff mix with fibers uniformly distributed.
 - 3. Brown Coat:
 - a. Thickness: 1/4"
 - b. Type C in accordance with ASTM C926.
 - i. 1 Part Portland Cement
 - ii. 3/4 Part Hydrated Lime
 - iii. 5-1/4 Part Sand

- iv. Fiber: natural goat hair or coconut fibers (Match Existing)
 - aa. Free of grease, waxes, and oils
 - bb. Beaten well to separate fibers before blending into unfibered plaster material.
 - cc. Proportion of Fiber to Unfibered Plaster Material: Based on manufacturer recommendations, not to exceed 2 lb of fiber per cubic foot of cementitious material. Adjusted as required to produce a well-fibered, cohesive, spreadable, stiff mix with fibers uniformly distributed.
 - 4. Finish Coat:
 - a. Thickness: 1/8"
 - b. Type FL in accordance with ASTM C926
 - i. 1 part Portland cement
 - ii. 2 part hydrated lime
 - iii. 4-1/2 part sand aggregate
- C. Cast Plaster
 - 1. Existing plaster material to be tested to determine the composition and proportions of plaster mix. Original plaster mix was not specified. Once tested, submit mix design compatible with existing plaster.
- D. Cast Plaster – Ornamental
 - 1. As recommended by molding manufacturer to provide solid, sound, smooth, and durable replications of ornamental plaster elements.
- E. Plaster Refinishing
 - 1. High gauge lime putty

2.03 METAL LATH

- A. Galvanized Steel Lath: To match originally specified metal lath
 - 1. #18 Gauge Wire Cloth
 - 2. 2-1/2 Meshes per Inch
 - 3. ASTM A641, Class I, zinc coated, soft temper steel
- B. Accessories
 - 1. Wire Ties: For attaching lath to anchorage

- a. In accordance with ASTM A641, Class 1 zinc coating, soft temper
 - b. Diameter: Not less than 0.0475" diameter
- 2. Fasteners: For attaching metal lath to existing clay tile substrate
 - a. Non-corrosive self-tapping screw in accordance with ASTM C 1063.
 - b. Fastener length shall not be less than 1-1/2".
- c. Fastener head shall not be less than 3/4" wide.
 - d. Zinc Coated (Galvanized)

2.04 TRIM ACCESSORIES

- A. General: According to ASTM C 1063, coordinate depth of trim and accessories with thicknesses and number of plaster coats required.
- B. Metal Accessories:
 - 1. Cornerbeads: Fabricated from zinc-coated (galvanized) steel
 - a. Small nose cornerbead with expanded flanges reinforced by perforated stiffening rib.
 - 2. Casing Beads: Fabricated from zinc-coated (galvanized) steel
 - a. Square-edged style with expanded flanges.
 - b. Coat with High Performance Coating in accordance with Section 09 96 00, "High Performance Coating," to match finish of adjacent plaster.

2.05 MISCELLANEOUS MATERIALS

- A. Shims: 1/4" thick plastic or nylon spacer.
 - 1. Inside Diameter: Not to exceed 0.257"
 - 2. Outside Diameter: Not to exceed 1/2"
- B. Bonding Agent: In accordance with ASTM C1059 Type II designed to improve adhesion between new plaster and existing plaster surfaces.
 - 1. Verify bonding agent is suitable for existing substrates based on preconstruction testing. Alternate bonding agents may be required based on composition of existing plaster mixture.
 - 2. 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. LiquidWeld, Sika
 - b. Concrete Bonding Adhesive, Quikrete

- c. Everbond, L&M Laticrete
 - d. Or approved equal.
- C. Plaster Adhesive:
 - 1. Where dowels are to be adhered into plaster substrates: Water-based adhesive consisting of either acrylic, latex, or polymer emulsion to coat pins for overhead plaster construction and oak leaf attachment.
 - a. Verify plaster adhesive is suitable for existing substrates based on preconstruction testing. Alternate plaster adhesives may be required based on composition of existing plaster mixture.
 - b. 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:
 - i. Strongstik Heavy Duty All-Purpose Construction Adhesive, DAP
 - ii. Extreme Heavy Duty, Liquid Nails
 - iii. Or approved equal.
 - 2. Where dowels are to be adhered into concrete substrates: Epoxy resin suitable for concrete substrates.
 - 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:
 - i. HIT-HY 70, HILTI
 - ii. Sikadur 31, Sika
 - iii. REZI-WELD 100, W.R. Meadows
 - iv. Or approved equal.
- D. Accessories for Molded (Cast) Plaster Repairs:
 - 1. Threaded Sleeve
 - a. Stainless steel to receive 3/8" diameter pin
 - 2. Threaded Pin
 - c. Stainless steel pin with diameter 3/8"
 - d. Flat head with minimum diameter of 3/4"
 - 3. Dowel
 - a. Stainless steel 3/8" dowel
 - 4. Smooth Sleeve

- a. Stainless steel with diameter of 1/4"
- E. Accessories for Overhead Formed Patch Repairs:
 - 1. Stainless Steel Headed Pins
 - a. 3/8" Diameter
 - b. Length: As required to allow for minimum 1" embedment into existing plaster and sufficient extension into formed plaster patch.
 - 2. Stainless Steel Wire
 - a. 1/8" Diameter
- F. Accessories for Ornamental Plaster Replication:
 - 1. Molding Rubber: Urethane rubber, 30-durometer hardness
- G. Accessories for Inner Gutter Plaster Repairs:
 - 1. Slotted Channel Framing: Provide cold-formed steel box channels (struts) complying with MFMA-4 with the following physical properties:
 - a. Material: Channel members shall be manufactured from ASTM A653 Gr. 33 structural steel.
 - b. Size: 1-5/8" x 1-5/8" x 12 gauge with 3/8" flange stiffeners.
 - c. Holes: 9/16" pre-punched into channel web at 1-7/8" on center.
 - d. Coating: Pre-galvanized prior to roll forming in conformance with ASTM A653 G-90.
 - 2. Attachment Bracket
 - a. 1-5/8" x 2-1/4" angle bracket
 - i. Thickness: 12 gauge
 - ii. Length: 1-5/8" to match width of slotted channel framing
 - iii. Material: To match slotted channel framing
 - iv. Holes: 9/16" pre-punched into center of each bracket leg.
 - 3. Fasteners
 - a. For attaching bracket into existing framing: 1/2" diameter bolt and nut, complying with ASTM A194 with zinc plating.
 - b. For attaching slotted channel framing to bracket: Channel nut and spring, complying with MFMA-4, that are designed to fit into slot of strut channels and, when tightened, prevent slipping along channel.

PART 3 - EXECUTION

3.01 HISTORIC TREATMENT OF PLASTER, GENERAL

- A. Historic Treatment Appearance Standard: Completed work is to have a uniform appearance as viewed by GSD from building interior at 10 feet away from surface.
- B. In treating historic plaster, disturb plaster that is to remain in place as minimally as possible.
- C. Leave repaired plasterwork in proper condition for painting.
- D. Install temporary protective measures to protect adjacent historic surfaces.
- E. Illumination: Perform plastering work with adequate, uniform illumination that does not distort the flatness or curvature of surfaces.
- F. Execute work in general accordance with historic preservation practices, to include the U.S. Department of the Interior, National Parks Services, Preservation Brief 21 "Repairing Historic Flat Plaster Walls and Ceilings" and Preservation Brief 23, "Preserving Historic Ornamental Plaster."

3.02 SELECTIVE DEMOLITION

- A. Plaster to be Removed: Remove existing plaster at areas to be replaced in locations indicated in the Drawings. Where plaster is removed, the existing clay tile backup is generally also removed. Do not remove any plaster or clay tile until shoring is in place.
 - 1. Prior to removal of any plaster elements, carefully document existing profiles, shapes, configurations, paint finishes (to include colors, glazing, and textures) such that existing plaster and finishes can be replicated precisely.
 - a. Documentation of ornamental plaster elements must be exact to allow for accurate replication of profiles and shapes. Such locations include, but are not limited to, the following:
 - i. Ornamental Oak Leaf at top of Faux Columns
 - ii. Continuous Ornamental Formed Banding Elements to include various molded shapes at different elevations throughout interior.
- B. Plaster to Remain in Place: Examine existing plaster surfaces, with Installer present, to verify conditions of existing plaster assembly are well-bonded, free of defects, and generally in good condition.
 - 1. Notify GSD of undocumented detrimental conditions including cracks, bulges, loose backup, and other deteriorated items.
 - 2. For locations found to be unbonded or in poor condition, determine extent of and carefully dismantle unsound or deteriorated plaster. Carefully remove areas along straight edges, without damaging surrounding plasterwork.

3. Examine existing substrate to verify existing condition is suitable for installation of plaster patching detail.
 - a. For locations with existing clay tile backup, verify that mortar joints are struck flush and in sound condition. Notify GSD immediately if clay tile substrates without flush or sound joints are observed.
 - b. If existing substrates cannot be prepared to an acceptable condition for plastering work, notify GSD in writing.

3.03 EXAMINATION

- A. General: Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrate and environmental conditions, installation tolerances, and other conditions affecting performance of the Work.
- B. For installation of new plaster assemblies in locations indicated in the Drawings, verify clay tile backup is installed.
 1. Verify that mortar joints are struck flush and in sound condition. Do not proceed with installation of plaster assembly until conditions are corrected.
 2. Surfaces shall be straight and true within 1/8" in 10'. All surfaces are to be free from oil or other elements that would interfere with bonding.
 3. Verify wire ties have been properly installed in mortar joints of clay tile to receive metal lath. Wire ties should extend from the surface of the clay tile as required to secure metal lath and shim as indicated in the Drawings, but not less than 1".
- C. Begin historic plastering work only after unsatisfactory conditions have been corrected.

3.04 INSTALLATION, GENERAL

- A. Substrates: Prepare according to plaster manufacturer's written instructions and as follows:
 1. Clean surfaces to remove dust, loose particles, grease, wax, oil, incompatible curing compounds, waterborne staining, debris, form-release agents, and other foreign matter and deposits that could impair bond with plaster.
 2. For plaster installed over new clay tile, lightly wet masonry bases before plaster application. Keep substrate damp to the touch but without visible water droplets. Ensure moisture does not damage adjacent surfaces.
 3. For plaster installed over existing clay tile in a patch repair, provide bonding adhesive at existing clay tile and remaining plaster abutting the replacement plaster before installing new plasterwork.
- B. Mixing: All plaster mixes shall be mixed mechanically in a mixer for a duration of

3 to 5 minutes.

1. Hand mixing is not permitted.
 2. Volume of water included in the mix may vary depending on environmental conditions and layer of plaster being installed. Appropriate volume of water shall be determined through the mockup process to avoid excessive shrinkage, dropouts, or plaster layers falling or sliding off the wall.
- C. Maintain supporting members in an undamaged condition so far as practicable.
- D. Tolerances: Completed plaster installation shall not deviate from a true plane by more than 1/8" as measured by a 5' straightedge placed at any location on a surface, to include where plaster is applied over new clay tile or existing substrate.
1. Remove ridges and protrusions greater than 1/8", and fill depressions greater than 1/4" with high gauge lime putty. Allow to set and dry.

3.05 FLAT PLASTER, INSTALLATION

- A. Installation of Wire Ties: Wire ties shall be installed in bed joints of all clay tile units at the time the clay tile units are set in place. Wire ties should be wrapped around horizontal joint reinforcement and protrude beyond face of clay tile a minimum of 1".
1. Wire ties shall be spaced not less than 7" o.c. horizontally and 12" o.c. vertically.
 2. Wire ties should be installed as close as possible to all inside corners, outside corners, and plaster terminations.
 3. Wire ties should be located at the ribs in the clay tile that are raised rather than those that are recessed to ensure furring of metal is consistent.
- B. Clean substrate surfaces to remove grease, waxes, oils, waterborne staining, debris, and other foreign matter and deposits that could impair bond with repair material.
- C. Install metal lath over the clay tile backup by wrapping and twisting wire ties protruding from mortar joints around metal lath.
1. General: Install metal lath in accordance with ASTM C1063.
 2. Provide 1/4" shim at each wire tie to fur metal lath off surface of clay tile.
 3. Trim or bend wire ties after installation of metal lath to ensure ties will be embedded within the depth of the overall plaster assembly. Ensure a minimum of 1/2" cover over ends of wire ties.
- D. Sprinkle surface of clay tile with water before plaster installation. Keep substrate damp to the touch but without visible water droplets.
1. Volume of water added to surface shall be managed as too much moisture could prevent proper adhesion of plaster to substrate while too little moisture could cause the plaster to dry out too quickly.

2. Do not install plaster if standing water is present on the surface of the clay tile backup.
 3. Do not allow moisture to damage adjacent materials to remain.
- E. Plaster assembly should be in general accordance with ASTM C926.
1. Scratch Coat: Mix for scratch coat to be as specified.
 - a. Add fiber to mix and evenly distribute without clumps just before spreading.
 - b. Install scratch coat to a depth of 1/2" with sufficient pressure and material to push plaster through metal lath and bond to clay tile substrate.
 - i. Metal lath shall be embedded within scratch coat.
 - c. As soon as scratch coat becomes firm, score the entire surface with shallow, horizontal scratches approximately 1" o.c. to provide keys for the brown coat.
 - d. Once the scratch coat is sufficiently rigid to resist cracking, the pressure of the brown coat application, and the leveling process, the brown coat shall be installed.
 2. Brown Coat: Mix for brown coat to be as specified.
 - a. Add fiber to mix and evenly distribute it without clumps just before spreading.
 - b. Install brown coat to a depth of 1/4" with sufficient pressure and material to ensure tight contact with the scratch coat.
 - c. Bring surface to a true, even plane with a rod or straightedge, ensuring all surface defects are filled with plaster.
 - d. Float the surface uniformly to provide a surface receptive to bonding of the finish coat.
 3. Finish Coat: Mix for finish coat to be as specified.
 - a. Install finish coat to a depth of 1/8" with sufficient pressure and material to ensure tight contact with and complete coverage of the brown coat.
 - b. Finish coat shall be troweled to be as smooth as possible.
- F. Each plaster coat shall be applied to an entire wall section without interruption to avoid cold joints and abrupt changes in the uniform appearance of succeeding coats.
- G. Hairline cracking within the plaster or plaster separation at edges is unacceptable. Completely dismantle such work and reinstall or repair as a crack repair at the discretion of the Owner.

- H. Allow finished plaster assembly to cure to moisture contents and pH levels acceptable to paint manufacturer but not less than 30 days. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

3.06 FLAT PLASTER, REPAIR

- A. General: Determine the extent of and remove unsound and deteriorated plaster at areas determined to be in need of repair.
 - 1. Notify GSD of locations indicated for repairs. Do not remove any plaster to execute repairs until approved by GSD as these will be considered unit price items.
 - 2. Maintain adjacent plasterwork in an undamaged condition so far as practicable.
 - 3. Notify GSD of undocumented detrimental conditions including cracks, bulges, loose backup, and other deteriorated items.
- B. Removal of Deteriorated Plaster: Remove unsound and deteriorated plaster until sound, well-bonded plaster is observed.
 - 1. At extents of removal area, cut edges at a shallow angle toward the area requiring repair.
 - 2. Roughen bonding surfaces of existing plaster that are to receive new plaster by light sanding. Clean the surface with a nonmetallic bristle brush after sanding to remove loose plaster.
- C. Preparation: Vacuum or brush all dust, loose plaster, and other debris from the hole. Clean substrate surfaces to remove grease, waxes, oils, waterborne staining, debris, and other foreign matter and deposits that could impair bond with repair material.
 - 1. Install bonding adhesive to all surfaces that are to receive new plaster. Allow bonding adhesive to cure sufficiently in accordance with the manufacturer's requirements.
 - a. If plaster is not installed within allotted time after installation of bonding adhesive, repeat cleaning procedures and reinstall bonding adhesive as required.
- D. Repairs to Finish Coat Only
 - 1. When extent of damaged plaster impacts only the finish coat, prepare surfaces to receive new plaster finish and install high gauge lime putty over areas requiring repair.
 - 2. Apply sufficient material and pressure of patching material to ensure tight contact to existing plaster and bring flush with adjacent plaster finishes.
 - 3. Feather plaster out onto adjacent plaster to create a smooth, flush surface.

4. Lightly sand the surface then clean off the area with a damp sponge.
5. After the surface has dried, brush off any plaster residue or dust.
6. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10' away.
7. Allow plaster to cure to moisture contents and pH levels acceptable to paint manufacturer. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

E. Repairs to Brown and Finish Coats

1. When extent of damaged plaster impacts the brown coat and finish coat, prepare surfaces to receive new plaster finish as discussed above.
2. Install brown coat plaster mix over area to be repaired. Apply with sufficient pressure and material to ensure tight contact to existing plaster surfaces. Scrape back approximately 1/8" from finish surface of adjacent plaster to permit installation of finish coat.
 - a. Float the surface uniformly to provide a surface receptive to bonding of the finish coat.
3. Install finish coat plaster mix over brown coat and bring flush with adjacent plaster surfaces. Feather plaster out onto adjacent plaster to create a smooth, flush surface.
4. Lightly sand the surface then clean off the area with a damp sponge.
5. After the surface has dried, brush off any plaster residue or dust.
6. After one (1) week of drying, check edges of the patch for signs of shrinkage. Repair any small cracks with high gauge lime putty. If large cracks result, completely dismantle work and reinstall.
7. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10' away.
8. Allow plaster to cure to moisture contents and pH levels acceptable to paint manufacturer. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

F. Repairs to Scratch, Brown, and Finish Coats

1. When extent of damaged plaster extends through scratch coat, the full depth of the plaster assembly should be removed to expose existing substrate.
 - a. Plaster should be removed in areas of approximately 12" by 12" such that extents of removed area align with mortar joints of existing clay tile backup.
2. Verify existing substrate is suitable to receive new plaster assembly.

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- a. Mortar joints shall be flush, large protrusions shall be removed, and voids or holes shall be filled.
 - b. Notify GSD immediately if significant cracking is observed in the substrate or the substrate is out-of-plane.
3. Install metal lath throughout repair area. Cut lath to size to fit within repair area.
 - a. Install lath along edges into mortar joints of clay tile substrate.
 - b. Use non-corrosive masonry screws to install lath. Pre-drill holes at a slightly smaller diameter than fastener.
 - i. Install a shim around masonry screw prior to installation to ensure metal lath is furred 1/4" off the surface of the clay tile.
 - aa. Metal lath should be captured between the shim and the head of the fastener.
 - ii. Install fasteners at 6" o.c. in bed and head joints of clay tile.
4. Install new 3-coat plaster assembly in accordance with procedures for new flat plaster with the following modifications:
 - a. It is permitted that the thickness of the individual layers of the new plaster assembly do not precisely match the existing plaster assembly provided the overall depth of the plaster assembly matches that of the existing plaster.
 - i. Notify GSD if thickness of existing plaster assembly is significantly less than new plaster assembly. Thickness of individual layers may be modified to suit existing plaster with the approval of GSD.
 - b. Install bonding agent to all surfaces prior to installation of plaster assembly.
 - c. Feather finish coat out onto adjacent plaster to create a smooth, flush surface.
 - d. Lightly sand the surface then clean off the area with a damp sponge.
 - e. After the surface has dried, brush off any plaster residue or dust.
5. After one (1) week of drying, check edges of the patch for signs of shrinkage. Repair any small cracks with high gauge lime putty. If large cracks result, completely dismantle work and reinstall.
6. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10' away.

7. Allow plaster to cure to moisture contents and pH levels acceptable to paint manufacturer. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

G. Repairs to Hairline Cracks

1. The repair procedures for hairline cracks will vary depending on the width of the crack observed. For cracks larger than 1/8", notify GSD immediately for direction on dismantling the plaster on each side of the crack.
2. For hairline cracks less than 1/16" wide, install high gauge lime putty over crack and feather out onto adjacent plaster surfaces to create a smooth, flush surface.
 - a. Lightly sand the surface then clean off the area with a damp sponge.
 - b. After the surface has dried, brush off any plaster residue or dust.
 - c. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10' away.
 - d. Allow plaster to cure to moisture contents and pH levels acceptable to paint manufacturer. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."
3. For hairline cracks between 1/16" and 1/8", slightly widen the crack with a sharp, pointed tool.
 - a. Brush or vacuum the surface to remove dust and debris. Roughen bonding surfaces of remaining plaster and apply bonding adhesive to surfaces to receive new plaster.
 - b. Install high gauge lime putty to completely fill joint.
 - c. Feather patching material out onto adjacent plaster to create a smooth, flush surface.
 - d. Lightly sand the surfaces and clean off the area with a damp sponge.
 - e. After the surface has dried, brush off any plaster residue or dust.
 - f. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10' away.
 - g. Allow plaster to cure to moisture contents and pH levels acceptable to paint manufacturer. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

3.07 ORNAMENTAL PLASTER REPLACEMENT, CAST WORK

- A. General: Prior to removal of existing ornamental plaster, document existing

profiles, shapes, configurations, paint finishes (to include colors, glazing, and textures) such that existing plaster and finishes can be replicated precisely.

1. Fabricate cast-plaster units with uniformly finished surfaces and sharply defined details; repair hollows, voids, scratches, and other surface imperfections.
 - a. Fabricate units of sizes and shapes to match similar existing plasterwork unless otherwise indicated.
 - b. Fabricate units in lengths and sizes that minimize number of joints between abutting units unless otherwise indicated.
 - c. Configure joints between units so that they may be finished flush or otherwise concealed inconspicuously.
 - d. Maximum deviation from true line, size, or shape shall be 1/16", noncumulative.
- B. Replications should be made using either cast molds or fabrication of templates as follows:
 1. Cast Mold: Cast molds should be made for ornamental elements, such as the decorative oak leaf plaster at the top of the faux columns. Molds shall be fabricated in the following manner:
 - a. Where onsite impressions cannot be utilized, carefully remove a completed section or unit in a manner that preserves the integrity of the element after photographing and documenting the existing ornamental element in place.
 - i. Unit that is to be replicated must be in good condition and capable of withstanding applied pressure from molding process. Notify GSD if existing ornamental units are too fragile for such a process.
 - b. Using a pourable urethane rubber, create a mold of the original ornamental element.
 - i. If required, casts or impressions of smaller components within the original ornamental element can be fabricated and used to replicate sections of the unit that can be assembled prior to the final casting.
 - c. Using the negative form, create a model of the ornamental element that can be used as a template for creating each of the replications that will be installed in the field.
 2. Templates: Templates should be made for ornamental formed banding

elements while existing plaster is still in place. One of the following methods is to be used to determine the profile of the existing ornamental formed plaster:

- a. A section can be made in the ornamental formed plaster by sawing a straight vertical cut through the plaster, inserting a section of flat sheet metal into the slot, and tracing the profile directly on the template. The template is then formed by snipping and filing of the sheet metal until profile is exact.
 - i. A minimum of 22 gauge sheet metal to be used for forming template.
 - ii. This method should only be used when removal of ornamental plaster will occur such that cutting through banding does damage to existing plaster in sound condition.
- b. A section can be made by making a thixotropic rubber impression of the molding to make a cast of the existing plaster. The cast can then be used to form the template following the steps discussed previously.

C. Ornamental Oak Leaf Plaster at Top of Faux Columns

1. Make mold of existing oak leaf plaster to precisely replicate the existing details. Cast new oak leaf plaster unit for each faux column.
 - a. Cast a stainless steel threaded sleeve into each new plaster mold at location indicated in the Drawings.
2. Coordinate installation of stainless steel threaded sleeve into clay tile substrate to align with sleeve embedded in cast plaster unit.
 - a. Slowly drill a hole through the face shell of the clay tile using a diamond or carbide tipped drill bit in the location indicated in the Drawings in a manner that does not crack the face of the tile.
 - b. Insert sleeve into hole.
3. Verify flat plaster is installed in locations directly adjacent to ornamental oak leaf unit. Bullnose formed plaster should also be installed directly below ornamental oak leaf unit.
 - a. Do not proceed with installation of ornamental oak leaf until all surrounding plaster has been installed and set.
4. Install thin coat of Plaster-of-Paris or bonding adhesive on backup to receive new cast plaster.
5. Press casting into place such that threaded sleeve in cast unit and in threaded rod clay tile backup align. Hold in place for a few minutes until plaster sets.

6. Install stainless steel threaded pin through sleeve in cast unit and into threaded sleeve in clay tile backup. Tighten pin until a snug fit is achieved, but do not overtighten in a manner that will induce stress into the cast unit.
7. Use high gauge lime putty to point area over pin to provide no less than 1/2" cover. Use high gauge lime putty as necessary to point joints between ornamental oak leaf and adjacent plaster to provide a continuous plaster finish.
8. Lightly sand cast unit as required to remove any surface irregularities or rough spots.
9. After the surface has dried, brush off any plaster residue or dust.
10. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

D. Ornamental Formed Plaster

1. Make mold of ornamental formed plaster at base of Colonnade Level where existing plaster was removed to facilitate installation of shoring posts. Molds shall precisely replicate the existing details.
 - a. Cast a stainless steel sleeve into the bottom of each plaster mold. Sleeve should be centered at the bottom of the mold as shown in the Drawings.
2. Coordinate installation of stainless steel dowel at existing Colonnade Deck to align with sleeve embedded in cast plaster unit.
 - a. Slowly drill a hole into the existing concrete deck in the location indicated in the Drawings to receive stainless steel dowel. Dowel shall be embedded in concrete deck a minimum of 2".
 - i. Notify GSD if presence of existing steel structural members prevent installation of dowel to specified depth.
 - b. Vacuum hole and remove all dust and debris. Insert dowel into hole and secure with epoxy.
3. Install thin coat of Plaster-of-Paris or bonding adhesive on backup and existing plaster surfaces that are to receive new cast plaster.
4. Fill sleeve of cast unit with plaster adhesive and install unit such that dowel embedded in concrete deck is inserted into sleeve.
5. Use high gauge lime putty to point joints between cast unit and existing molded plaster.
 - a. The use of a template fabricated in the profile of the ornamental formed banding may be required to feather plaster out and create a smooth finished surface.

6. Lightly sand cast unit and pointing plaster as required to remove any surface irregularities or rough spots.
7. After the surface has dried, brush off any plaster residue or dust.
8. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10' away.
9. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

3.08 ORNAMENTAL PLASTER REPAIR, OVERHEAD

- A. Determine the extent of and remove unsound and deteriorated plaster at areas determined to be in need of repair. If embedded steel is encountered during demolition, stop and notify GSD immediately.
 1. Notify GSD of undocumented detrimental conditions including cracks, bulges, loose backup, and other deteriorated items.
 2. Notify GSD if sections of plaster are unsound and deteriorated that would require plaster repairs to be more comprehensive in nature or would be better suited for a cast plaster repair.
- B. Roughen bonding surfaces of existing plaster that are to receive new plaster by light sanding. Clean the surface with a nonmetallic bristle brush after sanding to remove loose plaster.
- C. Vacuum, or brush, all dust, loose plaster, and other debris from the hole. Clean substrate surfaces to remove grease, waxes, oils, waterborne staining, debris, and other foreign matter and deposits that could impair bond with repair material.
- D. Carefully pre-drill 3/8" diameter holes in existing cast plaster to a depth of 1". Install 3/8" diameter stainless steel pins in acrylic adhesive filled holes in existing cast plaster at 8" o.c.
 1. Pins should be installed starting a minimum of 2" from the edge of the repair area.
 2. Embed pins into existing plaster to a minimum depth of 1".
 - a. Ensure length of pins is such that exposed edge of pin will be completely encased by plaster patch material when installed to match the existing profile of the cast-plaster.
- E. Wrap stainless steel wire around pins to create a grid-like surface to receive new plaster. Wire should be tight to body of the pin and held in place by head of the pin.
- F. Install bonding adhesive to surfaces receiving new plaster.
- G. Install plaster patching material with composition similar to existing cast plaster.
 1. Form plaster to match profiles of existing and adjacent plaster.

2. Feather patching material out onto adjacent plaster to create a smooth, flush surface.
 3. Lightly sand the surfaces, and clean off the area with a damp sponge.
 4. After the surface has dried, brush off any plaster residue or dust.
- H. After one (1) week of drying, check edges of the patch for signs of shrinkage. Repair any small cracks with high gauge lime putty. If large cracks result, completely dismantle work and reinstall.
- I. Allow plaster to cure to moisture contents and pH levels acceptable to paint manufacturer. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

3.09 ORNAMENTAL PLASTER REPLACEMENT, FORMED IN PLACE

- A. General: For locations where formed ornamental plaster is identified to be replaced and projections from surface are relatively small, form plaster in place in runs using templates fabricated to match existing profile of ornamental plaster.
1. Run shall be run full, true, and precisely match profiles of existing decorative elements.
 2. All curved work shall be run true to existing radius.
 3. Templates shall be of metal, clean cut, and accurate with profiles of existing decorative elements.
- B. Installation of 3-coat plaster assembly to create formed plaster shall be as follows, unless otherwise noted:
1. Scratch coat of adjacent flat plaster assemblies to be installed continuously through locations where formed plaster is to be installed at a thickness of 1/2". Metal lath shall be embedded in scratch coat similar to other flat plaster locations.
 2. Brown coat for ornamental plaster to be installed cohesively with the brown coat of the adjacent flat plaster but formed using template to create ornamental projection.
 - a. Plaster mixture for brown coat layer at ornamental projection may include gypsum to allow it to set more rapidly.
 - b. Template should be modified to create a profile of the ornamental plaster that has an overall thickness of 1/8" less than that of the finish plane of the ornamental plaster to allow for the installation of the finish coat to the proper overall thickness.
 3. Finish coat for ornamental plaster to be installed cohesively with the finish coat of the adjacent flat plaster but formed using template to match the ornamental projection.

- a. Ensure finish coat provides a true, clean, smooth surface. Lightly sand where required to remove rough surfaces or defects.
- C. After one (1) week of drying, check edges of the patch for signs of shrinkage. Repair any small cracks with high gauge lime putty. If large cracks result, completely dismantle work and reinstall.
- D. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10' away.
- E. Allow plaster to cure to moisture contents and pH levels acceptable to paint manufacturer. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."

3.10 ORNAMENTAL PLASTER REPAIRS, FORMED IN PLACE

- A. General: Determine the extent of and remove unsound and deteriorated plaster at areas determined to be in need of repair.
 - 1. Maintain adjacent plasterwork in an undamaged condition so far as practicable.
 - 2. Notify GSD of undocumented detrimental conditions including cracks, bulges, loose backup, and other deteriorated items.
- B. Removal of Deteriorated Plaster: Remove unsound and deteriorated plaster until sound, well-bonded plaster is observed.
 - 1. At extents of removal area, cut edges at a shallow angle toward the area requiring repair.
 - 2. Roughen bonding surfaces of existing plaster that are to receive new plaster by light sanding. Clean the surface with a nonmetallic bristle brush after sanding to remove loose plaster.
 - 3. Vacuum or brush all dust, loose plaster, and other debris from area of removed plaster. Clean substrate surfaces to remove grease, waxes, oils, waterborne staining, debris, and other foreign matter and deposits that could impair bond with repair material.
- C. Based on depth of repair area, plaster shall be installed in layers similar to flat plaster repair methods to include installation of bonding adhesive.
 - 1. Each layer shall be raked in place with a template matching the profile of the existing formed plaster.
 - a. The template shall be modified for each layer of plaster to suit the required depth of the layer.
 - 2. When finish coat of plaster is installed, feather out onto adjacent existing plaster to create a smooth, flush surface.
 - 3. Lightly sand the surfaces, and clean off the area with a damp sponge.

4. After the surface has dried, brush off any plaster residue or dust.
- D. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10' away.
- E. Allow plaster to cure to moisture contents and pH levels acceptable to paint manufacturer. Finish plaster with paint to match existing in accordance with Section 09 03 94 "Historic Treatment of Decorative Painting."
- F. Formed plaster which is beyond repair should be identified and be carefully demolished to expose the underlying structure beneath, to which the molding was secured.
 1. To replace the demolished length, obtain a mold or a cross section (profile) of a sound section of trim.
 2. Short lengths of molded reproduction can be fit in place to match the existing trim and then securely attached with stainless steel pins and acrylic adhesive. Cover embedded pins with not less than 3/16" thickness of high gauge lime putty.

3.11 CLEANING AND PROTECTION

- A. Protect work of other trades against damage. Promptly remove plaster from surfaces not indicated to be repaired or plastered. Do not scratch or damage finished surfaces.
- B. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.
 1. Correct damage to other historic surfaces and to new work of other trades by cleaning, repairing, replacing, and refinishing, as approved by GSD, and leave in an undamaged condition.

END OF SECTION 09 03 20

SECTION 09 03 94

HISTORIC TREATMENT OF DECORATIVE PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of the Contract, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes historic treatment of decorative painting at the following locations:
 - 1. Isolated locations at the West Virginia Capitol Building, Building 1;
 - 2. Interior wall/ceiling locations extending from the ground floor level up to and including the 4th floor East and West Wings.

1.03 RELATED SECTIONS

- 1. Section 01 31 00 – “Project Management and Coordination”
- 2. Section 09 03 20 – “Historic Treatment of Plaster”

1.04 REFERENCES

- A. MPI: “Master Painter Institute”

1.05 DEFINITIONS

- A. Glazing: Applying translucent paint material (glaze coat) to protect paint beneath it and impart a more uniform surface gloss.
- B. Historic Paint Materials: Paint materials manufactured to match historic paint formulations; either custom-formulated products or standard products of manufacturers of historic paint materials.
- C. Modern Paint Materials: Paint materials not designed to match historic paint formulations but that may be required to match historic paint colors.
- D. Plain Painting: For historic treatment, this means painting that requires attention to historic treatment requirements but no special, decorative or artistic painting skill.

1.06 SUBMITTALS

- A. Product Data: For each type of product demonstrating compliance with the specifications.
 - 1. Include recommendations for product application and use, specifically for painting applications over new and existing plaster.
 - 2. Include test data substantiating that products comply with requirements.
 - 3. VOC content.

- B. Shop Drawings: Show location and extent of work, whether new, replacement, inpainting, or touchup; and with finishes and colors noted. Include field-verified dimensions and paint schedule for each location.

1.07 QUALITY ASSURANCE

- A. Paint Restoration Qualifications: The installer for the historic paint restoration Scope of Work items shall have successfully completed a minimum of three (3) projects that include restoration of historical paint in accordance with Section 00 45 13 "Bidder Qualifications." The following scope items should be incorporated within these projects:
 - 1. Installation of decorative historical painting that required matching of color, glazing, and texture of existing paint.
- B. Installer must attend Preconstruction Conference.
in accordance with Section 01 31 00 "Project Management and Coordination."

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45°F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste daily.

1.09 FIELD CONDITIONS

- A. Temperatures: Temperatures at interior work areas shall be not less than 55 °F or greater than 70 °F for at least seven days before application of paint, continuously during application, and for seven days after paint has set or until paint has dried, unless less stringent temperature requirements can be verified in writing by the manufacture. As paint is installed at interior spaces, temperature variation should be limited.
- B. Do not apply paint when relative humidity exceeds 85 percent, at temperatures less than 5°F above the dew point, or to damp or wet surfaces.
- C. Concealed and undocumented historic items, murals, and similar objects encountered during historic treatment remain GSD's property. Carefully protect each item or object and notify GSD immediately.
 - 1. Coordinate with GSD who will establish special procedures for protection.

1.10 SPECIAL CONSIDERATIONS

- A. Project correspondence from the 1995 "Capitol Restoration Project" indicated that the Contractor "left a section of the existing paint in all colors, except for the brown color at the rusticated plaster. It was agreed that a somewhat smaller section of paint will be left as an archive of the original paint in the building."
 - 1. Project Record Drawings do not indicate the locations of these sections, and

it is unclear if these sections were in fact left in place. Prior to removal of any paint, Contractor shall carefully survey all paint locations to attempt to identify if any sections of paint appear to be original.

- a. It should be noted that the original paint contained lead. If these sections are found, care should be taken so as not to disrupt this paint without proper protective measures in place.
 - b. Notify GSD if such locations cannot be identified.
- B. The State Historic Preservation Office (SHPO) must give final approval of all sample panels along with the GSD. SHPO will also inspect the final installation of the paint to verify compliance with the approved sample panels.

PART 2 - PRODUCTS

2.01 PAINT, GENERAL

- A. Product recommendations are made based on the 1995 “Capitol Dome Restoration” project in which a comprehensive paint analysis was conducted, and the 2008 Historic Paint Assessment, to match the original paint colors and glazes to the greatest extent possible. The paint specified herein is based on the paint that was documented to be used during this restoration project. Alternate manufacturers and paint types would be considered provided the following information is submitted for evaluation:
1. Product data that includes the projected longevity of the paint when installed over plaster substrates.
 2. Analysis to match colors and glazes of those specified should be provided at no additional cost to the GSD.
 3. Analysis indicating the submitted paint type is better suited for the interior plaster painting than that included herein.
- B. Material Compatibility:
1. Provide paint materials 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.
 - a. Paint systems could fail if paints used for individual coats are incompatible.
 2. For each coat, provide products recommended in writing by manufacturer for use over substrate paint system or on substrate indicated.
- C. Colors: Provide custom colors of the finished paint systems to match existing.

2.02 PRIMER

- A. General: Provide the manufacturer’s recommended factory-formulated primers that

are compatible with the substrate and finish coats.

1. For new plaster, primer must be alkaline-resistant and capable of being installed over substrates with a pH up to 10.
 - a. Basis of Design:
 - i. Benjamin Moore: Fresh Start, N023
2. For metal caps at inner dome, primer must be capable of being installed over ferrous materials.
 - a. Basis of Design: Benjamin Moore: Super Spec HP® Alkyd Metal Primer (P06)

2.03 BASE COAT

- A. General: Provide the manufacturer's recommended factory-formulated undercoats that are compatible with the substrate and finish coats.
 1. Interior, alkyd undercoat.
- B. Basis of Design:
 1. Benjamin Moore: Enamel Underbody Primer, 217

2.04 GLAZING

- A. General: Provide the manufacturer's recommended factory-formulated finish-coat materials that are compatible with the substrate and undercoats.
 1. Interior, alkyd finish material.
- B. Basis of Design:
 1. Benjamin Moore: Advance Interior Paint
 - a. Available Finishes: Matte (791), Satin (792), Semi-Gloss (793), and High-Gloss (794). Satin Impervo Alkyd Low Lustre Enamel, C235
 - b. NOTE: Previous restoration specified use of Benjamin Moore "Satin Impervo Alkyd Low Lustre Enamel, C235." Due to high VOC content within this product, an alternate basis of design product was specified.

2.05 PAINT REMOVER

- A. Provide water-based paint remover suitable for interior applications and plaster substrates. Paint remover shall contain no methylene chloride and be non-hazardous.

1. Available Products:
 - a. Smart Strip Paint Remover, Dumond Chemicals, Inc.
 - b. Envirestrip Environmental Paint Remover, Diedrich Technologies, Inc.
 - c. Strip It Water Based Paint Remover, Chemique, Inc.
 - d. Or approved equal.

2.06 INTERIOR PAINTING SCHEDULE

- A. General: Provide the following paint systems for the various substrates, as indicated. Schedule based on 1995 "Capitol Dome Restoration" Record Drawings and comprehensive paint analysis. Specific colors for each paint type must match existing.
 1. Flat Enamel Finish: Three coats with total dry film thickness not less than 2.5 mils.
 - a. Primer: Interior latex
 - i. Benjamin Moore: Fresh Start, N023
 - b. Undercoat: Interior enamel undercoat
 - i. Benjamin Moore: Enamel Underbody Primer, 217
 - c. Finish Coat: Interior, alkyd low luster enamel
 - i. Benjamin Moore: Advance Matte, 791
 2. Semi-Gloss Enamel Finish: Three coats with total dry film thickness not less than 2.5 mils.
 - a. Primer: Interior latex
 - i. Benjamin Moore: Fresh Start, N023
 - b. Undercoat: Interior enamel undercoat
 - i. Benjamin Moore: Enamel Underbody Primer, 217
 - c. Finish Coat: Interior, semi-gloss, alkyd enamel
 - i. Benjamin Moore: Advance Semi-Gloss, 793

Drawings PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions to review conditions affecting performance of the painting work. Comply with paint manufacturer's written instructions for inspection.

- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 - 1. If existing surfaces cannot be prepared to an acceptable condition for proper finishing, notify GSD in writing.
- C. Begin paint application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning paint application constitutes Contractor's acceptance of substrates and conditions.

3.02 SURFACE PREPARATION

- A. General: Prepare surfaces for painting according to manufacturer's written instructions for each substrate condition. Paint substrates are generally new or existing plaster but also may consist of wood sills, metal disks, or sealants.
- B. Protection: Protect surrounding surfaces from damage resulting from paint stripping work.
- C. Surface preparation for surfaces with existing paint:
 - 1. Prior to removal of any existing paint, demonstrate paint removal techniques in a small, discrete location to verify chemicals do not have any adverse effects on the existing substrate. Determine appropriate dwell time for chemical to remain on painted surface to successfully remove paint from substrate. Allow GSD access to location of cleaned area to verify removal techniques are acceptable.
 - 2. Apply paint remover to areas requiring removal of paint using a brush or roller. Apply approximately 1/8" thick or as required by the manufacturer.
 - a. Multiple coats may be required to achieve desired thickness.
 - 3. Allow paint remover to set on surface for duration required by the manufacturer but not before paint has been lifted from the surface of the plaster.
 - 4. Scrape off residue using a scraper or tapping knife. Dispose of by-products from cleaning and paint stripping operations by legal means and in a manner which prevents damage to other surfaces.
 - 5. Lightly sand existing substrate to remove any residual paint and ensure existing surface is finished smooth and flush to receive new paint.
 - 6. Wipe surfaces clean with a damp sponge. Allow surfaces to dry prior to installation of new paint.
- D. Surface preparation for new plaster substrate:
 - 1. Prepare plaster surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents.

2. Determine pH, alkalinity, and moisture content of plaster surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
 - a. Verify pH levels are below 8 or as required by the paint manufacturer.
3. Do not install paint over new plaster substrates until plaster has cured for a minimum of 30 days and the pH levels are acceptable for priming per the manufacturer's written instructions.

3.03 PAINT APPLICATION

- A. General: Finished appearance of painted surfaces are to be uniform throughout the inner dome and rotunda. Surface preparation shall be as required to ensure that the finishes for locations with repaired or replaced plaster are consistent with finishes for areas with existing, painted plaster.
- B. Comply with manufacturers' written instructions for application methods unless otherwise indicated in this Section.
- C. Application Procedures: Apply paints and coatings by brush, roller, or other applicators according to the manufacturer's directions.
- D. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears to ensure a finish coat with no other defects due to insufficient sealing.
- F. Base Coats: After applying a prime coat, apply a base coat of material.
- G. Glaze: After applying a prime coat and base coat, apply a glazing material. Provide uniform finish, color, appearance, and coverage as accepted in sample panels.
 1. Stipple and Decorative Finishes: Match exactly the patterns of existing finish painting and as accepted in approved sample panels.
- H. Completed Work: Match approved sample panels for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

3.04 FIELD QUALITY CONTROL

- A. Paint Material Testing: GSD may engage the services of a qualified testing and inspecting agency to inspect and test paint for composition and dry film thickness.

1. Paint Composition: The following procedure may be performed at any time and as often as GSD deems necessary during the period when paints are being applied:
 - a. Testing agency will sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 - b. Testing agency will perform tests for compliance of paint materials with product requirements.
 - c. 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. Remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.
2. Dry Film Thickness:
 - a. Contractor shall touch up and restore painted surfaces damaged by testing.
 - b. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.05 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 GSD, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 09 03 94