



Invitation For Bid
IFB #2011-2833-2005
October 22, 2010
City of Newport News
Office of the Purchasing Director
2400 Washington Avenue
Newport News, VA 23607
Phone: (757) 926-8031 Fax: (757) 926-8493
www.nngov.com/purchasing

NEWPORT NEWS FAMILY COURT LIGHTING RETROFIT

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Agent, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

SCOPE OF WORK – Provide all labor, materials, and equipment for upgrading the existing light fixtures at the Newport News Family Court Building, 2501 Huntington Avenue, Newport News, Virginia. The work includes the removal and legal disposal of the existing light fixtures and lamps, the installation of new light fixtures, and installation of new motion detector switches. This project will be funded by American Recovery and Reinvestment Act (ARRA). The program will be administered by Energy, Efficiency, and Conservation Block Grant (EECBG) under the Department of Energy (DOE). Contractors shall comply with the provisions of the ARRA regulations. Contractor to take special consideration for compliance with the following requirements: (1) the standards identified in the Buy American Act, 41, USG §§10a-10d; (2) the U.S. Department of Labor Davis-Bacon Act (40 USCA §§276a to 276a-5; (3) completion of Employment Impact Reports.

BID DUE: **3:00 p. m., November 16, 2010**

Shari D. Colvin

Contract Officer: _____

Shari Colvin CPPB, VCO, Deputy Director, scolvin@nngov.com & Brenda Vines, Assist. Buyer, bvines@nngov.com

THE ORIGINAL "SECTION A" AND ONE DUPLICATE COPY IS REQUESTED

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are bid, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this quote, and is authorized to contract on behalf of firm named below.

This Public Entity does not discriminate against faith-based organizations.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____

Email: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed. Initial all pages on the space provided, as well as subsequent addenda.

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Section A

CONDITIONS AND INSTRUCTIONS

Rev: 10/08/2010

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be deemed non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
2. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
5. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
6. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
7. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (www.nngov.com/purchasing). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
8. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the

document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.

9. Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: www.nngov.com/purchasing or www.demandstar.com.

10. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
11. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City.
12. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
13. In case of error in the extension of prices, the unit price shall govern.
14. The time of proposed delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
15. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
16. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder

shall furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services described.

17. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
18. All bids must be signed by a responsible officer or employee having the authority to sign for the firm. The bidder agrees that its contract performance will be in strict conformance with the contract documents.
19. By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
20. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
21. **Hold Harmless and Indemnification:** The contractor shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the contractor. Unless otherwise provided by law, the contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages,

compensation, or benefits payable by or for the contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

22. The contractor agrees to defend and save the City, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
23. The contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations.
24. **The contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ a unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
25. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

26. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month

period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

27. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

28. **Payment Terms:**

- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

- d) The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.
 - e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)
29. In event of default by the contractor, the City reserves the right to procure the goods and/or services and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
30. Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals, shall be made within the time period set forth in Chapter 2, divisions 4 and 5, of the City Code.
31. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.**
32. The City has a directory of Newport News Small, Women-owned and Minority (SWAM) businesses. The directory is available at www.nngov.com/purchasing.
33. ***The Virginia Department of Transportation, Hampton Roads District Office of Civil Rights, has established a goal of three (3) % DBE participation for this project.**
34. This public body does not discriminate against faith based organizations.
35. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:
- (a) It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available

to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- (b) The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

- 36. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 37. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- 38. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
- 39. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

40. **Termination by the City or the Contractor, or both, for convenience (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):**

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination. Written notice of termination shall be given to the other party a minimum of sixty (60) days prior to its effective date.

41. **Termination for Cause (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):**

In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

42. **Bid Bond:** A bidder’s bond or certified check in the amount of five percent (5%) of the amount bid shall accompany any bid in excess of \$100,000.00 for the bid to be acceptable.
43. **Performance and Labor and Material Payment Bond:** The Contractor shall have ten (10) days from the date of the City’s request to provide a performance bond and a labor and material payment bond, (Use only the forms provided by the City, unless otherwise approved by the City Attorney) in the amount of the contract price, as security for faithful performance of the work in strict conformity with the Contract Documents and for payment of all persons who perform labor and furnish materials in prosecution of the work. The surety on such bonds shall be duly authorized to do business in the Commonwealth of Virginia and be satisfactory to the City.

44. **Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the contracting officer. Violation may result in a determination that your firm is ineligible for award.**
45. Questions or comments related to this solicitation should be directed to the contract officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.
46. Successful bidder shall furnish all required bonds, certificates of insurance and required endorsements on City approved forms included in this bid package. Any other forms are not acceptable and shall not be approved by the City Attorney's office. Time is critical on this work and non-compliance will delay the work and may be cause to make award to the next qualified bidder.
47. **Engineering Standard Specifications: This contract consists of plans, technical specifications and the Department of Engineering Standard Specifications. The Standard Specification are available for \$15.75, including tax, per copy non-refundable, from the Department of Engineering, City Hall Building, 8th floor, Newport News, Virginia 23607, telephone (757) 926-8611. In the Standard Specification any/all references to the Director of Engineering, which involves the initial Invitation for Bid and prior to an actual contract being awarded shall be defined and interpreted as the City's Purchasing Director or their designee.**
48. **Liquidated Damages: TIME IS OF THE ESSENCE ON THIS CONTRACT.** Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$300.00 per day.**

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that this amount per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

Permitting the Contractor to continue and finish the work or any part thereof after the contract time or adjusted contract time, as pertinent, has expired shall in no way operate as a waiver on the part of the City or any of its rights under the contract.

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the contract, it

being the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

49. **Permits**, Contractor shall be responsible for furnishing all necessary permits as required by the City Newport News prior to start of construction. The Contractor is required to obtain and pay for all necessary permits along with required bonds and insurance. A minimum \$5,000.00 bond for Right-of-Way permits and a minimum \$2,000.00 for land disturbing permits (based on area disturbed). These bonds are in addition to any bid bond, performance or payment bond required as part of the bid. Contractor shall also be responsible to obtain and pay for any required permits from State or Federal agencies. The project signs, right-of-way permit, land disturbing permit, etc. and associated bonds shall also be included in this bid price. Proof of approved final inspections relating to these permits shall be required before final payment is made.
50. **Insurance:** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer, must be included with the Certificate of Insurance. **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached (**See Section B**).

Contractor shall have ten (10) days from the date of the city's request, to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

51. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends to be considered must be submitted with the bid as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

52. Failure of the contractor to perform the contract by reason of this non-acceptance of additional conditions shall result in termination of the contract by the City, and may result in debarment of the contractor for a period of up to three years. Termination or debarment of the contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
53. **Records and Inspection:** The contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
54. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the contractor, or the waiver by the City of any provision under this contract including any obligation of the contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
55. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
56. **Independent Contractor:** The contractor and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
57. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

In the event of a conflict between the Department of Engineering Standard Specifications dated August 1, 1983, as amended, and the contract documents (including the General

and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

In the event of a conflict between the Department of Public Utilities “General Conditions” and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

58. **Change Orders and Extra Work:** All change orders and extra work will follow CFR635.120-121.
59. ***The Virginia Department of Transportation, Hampton Roads District Office of Civil Rights, has established a goal of three (3) % DBE participation for this project.**
60. **Claim:** Participation in contract claim awards and settlements will follow CFR635.124.
61. **Progress Payments:** Participation in progress payments to follow CFR635.122.
62. **Subcontracting:** Subcontracting and contractor responsibilities to follow CFR635.116.
63. **Termination of Contract:** Termination of contract to follow CFR635.125.
64. **Contractor Schedule:** Contractor to submit progress schedule that follow VDOT 2007 Road and Bridge Specification section 103.06 and 108.03.
65. **Specifications: This contract and construction shall be in accordance with 2007 VDOT Road and Bridge Specifications and 2008 VDOT Road and Bridge Standards. Both VDOT Road and Bridge Specifications and Standards are available on VDOT web page or for purchase from VDOT.**
66. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor’s direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor’s award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City’s control, the above waiver or release shall not apply.**
67. ARRA Project Requirements:

The Contractor is advised this project has been identified by the City of Newport News for advertisement, award and construction subject to criteria and conditions established under the American Recovery and Reinvestment Act of 2009 (ARRA). Standard Special Provisions and Special Provision Copied Notes used for federal-aid projects will remain the same under this Act.

The reporting criteria will be mandatory upon the Contractor and any subcontractors and must be accomplished within the timeframe(s) and to the full extent requested. Incomplete reporting of requested information will not be tolerated and will be interpreted as failure to meet the requirements of this provision and, therefore, subject to the sanctions contained herein.

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 provides the U. S. Comptroller General and his representatives with the authority to:

- 1) To examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2) To interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the ARRA provides authority for any representatives of the U. S. Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

68. ARRA Use of Domestic Material

Section 102.05 Preparation of Bid of the Specifications is amended to include the following:

In accordance with the provisions of Section 635.410(b) of title 23 CFR, herein after referred to as "Buy America", except as otherwise specified, all iron, steel, and manufactured products to be permanently incorporated into the project shall be produced in the United States of America. The law also requires that this prohibition be applied in a manner consistent with U. S. obligations under international agreements. A

manufactured good is defined as a good brought to the construction site for incorporation into the building or work that has been processed into a specific form and shape or combined with other materials to create a material that has a different property than the individual raw materials. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States (see 2 CFR 176.70(a)(2)(ii)).

Waivers:

Determination of inapplicability (categorical waiver) under section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) for LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw-base and pin-base compact fluorescent lamps (CFLs) (with the exception of plug-in CFLs longer than 10 inches).

Under the authority of Recovery Act, section 1605(b)(2), the head of the federal department or agency may issue a “determination of inapplicability” (a waiver of the Buy American provisions) if the iron, steel, or relevant manufactured good is not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality (“nonavailability”). On November 10, 2009, the Secretary of Energy delegated the authority to make all inapplicability determinations to the Assistant Secretary for Energy Efficiency and Renewable Energy (EERE), for EERE projects under the Recovery Act. Pursuant to this delegation the Assistant Secretary, EERE, has concluded that LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw-base and pin-base compact fluorescent lamps (with the exception of plug-in CFLs longer than 10 inches) all qualify for the “nonavailability” determination.

The determination of inapplicability under Recovery Act section 1605 for these three products is based on extensive market research and a thorough investigation of the domestic manufacturing landscape. This research revealed that these three products are manufactured almost exclusively in China and Mexico/

EERE corresponded with a wide range of lighting industry stakeholders, including the National Electrical Manufacturers Association, three major lighting companies (GE, Osram Sylvania, and Phillips), the IEU-CWA labor union, and many smaller lighting manufacturers, in establishing the domestic nonavailability determinations. The two specific exceptions to these categorical waivers (for electronic dimming ballasts and 10-inch and longer CFLs) are evidence of the very detailed research effort undertaken to support the formulation of these nonavailability determinations.

These determinations are also informed by the large number of inquiries and petitions to EERE from recipients of EERE Recovery Act funds (“grantees”), suppliers, and trade

associations – all stating that their individual efforts to locate domestic manufacturers have been unsuccessful.

EERE has also received two specific waiver requests from grantees for LED traffic lights and fluorescent electronic lighting ballasts, and has postponed granting waivers for these individual projects in favor of developing nationwide categorical waivers that would benefit all grantees implementing projects that utilize these manufactured goods.

EERE is operationalizing a strategy that involves collaborating with multiple stakeholders in the manufacturing community to disseminate technical specifications for hard-to-find products to ascertain whether or not there are any domestic manufacturers for these products. This strategy will ensure that all future determinations of nonavailability are developed via a thorough, transparent, and expedited process. However, while this larger strategy is unfolding, it is critical to move forward with the nationwide categorical waivers for these three manufactured goods, where domestic nonavailability has been ascertained and is currently impeding the progress of numerous Recovery Act projects funded by EERE.

These determinations of inapplicability (categorical waivers) apply to all projects using EERE Recovery Act funds for the construction, alteration, maintenance and repair of public buildings or public works. The Assistant Secretary, EERE, reserves the right to revisit and amend these determinations based on new developments or changes in the domestic manufacturing capacity for these three technologies.

The specific products detailed below will be *excluded* from the determinations of inapplicability (i.e. these products will remain subject to the buy American provisions) because some domestic manufacturing capacity does exist.

(1) Electronic dimming ballasts for fluorescent lamps

Electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output.

(2) Plug-in CFLs longer than 10 inches

CFLs greater than 10 inches in length have a 4-pin base and are rated from 18 to 27 watts. They are available in a range of color temperatures and are used, for example, in facilities, offices, warehouses and display cases. Lengths range from 10.5 in (266.7 mm) to 22.5 in (571.5mm), and rated life ranges from 10,000 to 20,000 hours.

(3) Traffic light fixtures

The nationwide categorical waiver for LED traffic lights, arrows, and crosswalk signals covers the LED lights and any adjacent wires and electronic parts necessary for the functionality of the lights themselves; but *excludes* the metal or plastic fixtures (also referred to as the “housing” or “shell”).

In light of the foregoing, and under the authority of section 1605(b)(2) of the Public Law 111-5 and Redelegation Order 00-002-01C, dated November 10, 2009, with respect to Recovery Act projects funded by EERE, I hereby issue a “determination of inapplicability” (a waiver under the Recovery Act Buy American provisions) for LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw-base and pin-base compact fluorescent lamps (with the exception of plug-in CFLs longer than 10 inches). Furthermore, I reserve the right to revisit and amend these determinations based on new developments or changes in the domestic manufacturing capacity for these three technologies.

Alternative Bidding Procedures:

An alternative bidding procedure may be employed to justify the use of foreign iron, steel and/or manufactured project. To qualify under this procedure the total project is bid using two alternatives, one based on the use of domestic products and the other, the use of corresponding foreign source steel and/or iron materials.

In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic products unless such total exceeds the lowest total bid based on furnishing foreign products by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron, steel and manufactured products based upon furnishing verifiable supportive data. The bidder shall submit a bid based on permanently incorporating only domestic products in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which foreign items will be permanently installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total “Foreign” bid.

In the event the contract is awarded to the bidder furnishing foreign materials or items the provision for price adjustment of steel items will be permitted, however, price fluctuations shall use the U.S. Index as stated in the Special Provision for Price Adjustment for Steel. The Contractor must indicate which corresponding eligible steel items he chooses price adjustment to apply. In the event the contract is awarded to a bidder furnishing foreign items and during the life of that contract the Contractor discovers he cannot furnish foreign material as originally anticipated and agreed upon, he shall be responsible to honor the total bid price and furnish such materials meeting the contract requirements from other sources as necessary to complete the work.

In the event the Contractor proposes to furnish “foreign” products and can verify a savings in excess of 25 percent of the overall project cost if bid using domestic materials, the Contractor shall submit a second complete paper bid proposal clearly marked

“Foreign” including supportive data supplement on all sheets. Supportive data shall list, but not be limited to, origin of material, best price offer, quantity and complete description of material, mill analysis, evidence or certification of conformance to contract requirements, etc. The “Foreign” bid shall be completed using the best price offer for each corresponding bid item supplying foreign material in the alternative bid and submit the same with the Contractor’s “Domestic” bid. The Contractor shall write the word “Foreign” by the bid total shown on Form B-2 showing the total bid amount. The bidder shall also contact the City of Newport News Purchasing Department to inform him that he is also submitting an alternate “Foreign” paper bid.

The information listed on the supportive data sheet(s) will be used to provide the basis for verification of the required cost savings. In the event comparison of the prices given, or corrected as provided in Section 103.01 of the Specifications, shows that use of “foreign” iron and steel items does not represent a cost savings exceeding the aforementioned 25 percent, “domestic” iron and/or steel and prices given there for shall be used and the “100 percent Domestic Items Total” shall be the Contractor’s bid.

Certification of Compliance:

Where domestic material is supplied, prior to final payment the contractor shall furnish to the Department a certificate of compliance (such as may be furnished by steel mill test reports) that all steel and/or iron products supplied to the project except as may be permitted (one-tenth of one percent of the total contract cost or \$2,500, whichever is greater) and permanently incorporated into the work satisfied the domestic requirements herein. This certification shall contain a definitive statement about the origin of all products covered under the provisions of Buy America as stated herein.

In lieu of the contractor providing personal certification, the Contractor may furnish a stepped certification in which each handler of the product, such as supplier, fabricator, manufacturer, processor, etc. furnishes an individual certification that their step in the process was domestically performed.

69. The Contractor as required by the American Recovery and Reinvestment Act (A.R.R.A.) will submit quarterly employment impact reports to the City of Newport News, Department of Engineering. Reports must be submitted at conclusion of the second month of each quarter. Contractor’s application for payment will not be processed until the quarterly employment impact report is received and approved.

Section 5 – Reporting on Jobs Creation Estimates by Recipients

5.1 What information are recipients covered by Section 1512 required to report?

- The Contractor shall report an estimate of jobs directly created or retained by the project. Contractors will be required to report an aggregate number for the cumulative jobs created or retained for the quarter in a separate numeric field.

Contractors will also be asked to provide a narrative description of the employment impact.

- A job created is a new position created and filled or an existing unfilled position that is newly filled as a result of the Recovery Act; a job retained is an existing position that would not have been continued to be filled were it not for Recovery Act funding. A job cannot be counted as both created and retained.
- The estimate of the number of jobs required by the Recovery Act should be expressed as “full-time equivalents” (FTE), which is calculated as total hours worked in jobs created or retained divided by the number of hours in a full-time schedule, as defined by the recipient. The FTE estimates must be reported cumulatively each calendar quarter.
- Contractors should not attempt to report on the employment impact on materials suppliers and central service providers (so-called “indirect” jobs) or on the local community (“induced” jobs). Employees who are not directly charged to Recovery Act supported projects, who, nonetheless, provide critical indirect support, e.g.,
- Clerical/administrative staff preparing reports, are NOT counted as jobs created/retained.
- The narrative should include a brief description of the types of jobs created or retained. This description may rely on job titles, broader labor categories, or the Contractor’s existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.

The requirement for reporting jobs is based on a simple calculation used to avoid overstating the number of other than full-times, permanent jobs. This calculation converts part-time or temporary jobs into “full-time equivalent” (FTE) jobs. In order to perform the calculation, a Contractor will need the total number of hours worked that are funded by the Recovery Act. The Contractor will also need the number of hours in a full-time schedule for a quarter. The formula for reporting can be represented as:

$$\frac{\text{Cumulative Recovery Act Funded Hours Worked (Qtr 1 ... n)}}{\text{Cumulative Hours in a Full – time Schedule (Qtr 1 ... n)}} = FTE$$

Assume that the Contractor is preparing its first quarterly report and that the Contractor’s Recovery Act funded work required two full-time employees and one part-time employee working half days for the quarter. Also assume that the Contractor’s full-time schedule for the quarter is 520 hours (2080 hours in a work-year divided by 4). To convert hours worked to number of FTE for the first quarterly report, aggregate all hours worked and divide by the number of hours in a full-time schedule for the quarter. In this example, full-time hours worked (520 hrs x 2 employees = 1040 hrs) + part-time hours worked

(260 hrs) ÷ number of hours in a full-time schedule for the quarter (520 hrs) = 2.5 FTE reported in the first quarterly report. Because jobs are reported cumulatively each quarter, this same number of FTE would be reported for the second quarter if the same number of employees worked the same number of hours.

Reporting is cumulative across the project lifecycle, and will not reset at the beginning of each calendar or fiscal year. In the example above, the 2.5 FTE reported in the first quarterly report will stay the same through the project lifecycle, assuming the same number of employees work the same number of hours. The table below shows the FTE calculations through the lifecycle of an 18 month project that uses full-time, part-time, and temporary workers.

Period	3 rd qtr	4 th qtr	1 st qtr	2 nd qtr	3 rd qtr	4 th qtr
Full-Time Schedule	520	1040	1560	2080	2600	3120
Full Time Employee 1	520	1040	1560	2080	2600	3120
Full Time Employee 2	520	1040	1560	2080	2600	3120
Part Time Employee (half time)	260	520	780	1040	1300	1560
Temporary Employee (650 hrs)	0	0	130	390	650	650
Total Hours Worked	1300	2600	4030	5590	7150	8450
Quarterly FTE	2.50	2.50	2.58	2.69	2.75	2.71

Federal Labor Standards

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or Costs reasonably anticipated for bona fide fringe benefits under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5

(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers, (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. City of Newport News shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and City of Newport News or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by City of Newport News or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise City of Newport News or its designee or will notify City of Newport News its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and City of Newport News or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), or a designee shall refer the questions, including the views of all interested parties and the recommendation of City of Newport News or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise City of Newport News or its designee or will notify City of Newport News or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

or program. (Approved by the Office at Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. City of Newport News or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site at the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, City of Newport News or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. City of Newport News or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (1) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period at three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 12150017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to City of Newport News or its designee if the agency is a party to the contract. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be

purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-01 49.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete: each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly from the full wages earned other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the appropriate classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of in subparagraph (1) of this paragraph.

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

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

C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with

respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

- D. Davis Bacon wage rates are established regionally within each state. This link will take you to the Govt. Printing Office site that publishes these rates by states and then locality. It is broken down by Building, Heavy, Highway and Residential.
<http://www.gpo.gov/davisbacon/allstates.html>

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PAGE 02

1Davis-Bacon Wage Decision - VA20080003

GENERAL DECISION: VA20080003 08/14/2009 VA3

Date: August 14, 2009
General Decision Number: VA20080003 08/14/2009

Superseded General Decision Number: VA20070003

State: Virginia

Construction Type: Building

County: Newport News* County in Virginia.

*INDEPENDENT CITY OF NEWPORT NEWS (INCLUDING FORT EUSTIS)

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	05/02/2008
2	05/16/2008
3	03/06/2009
4	03/20/2009
5	04/24/2009
6	05/01/2009
7	08/14/2009

ELEC1340-001 04/01/2009

	Rates	Fringes
Electricians.....	\$ 22.72	7.83

ENGI0147-007 05/01/2008

	Rates	Fringes
Power equipment operators:		
Cranes, Under 90 tons.....	\$ 23.84	8.69%+6.60
Oilers.....	\$ 16.80	8.69%+5.10

IRON0079-002 05/01/2009

	Rates	Fringes
Ironworkers:		
Structural and Rigging.....	\$ 23.40	6.5%+9.72

LAB00388-001 03/01/2006

	Rates	Fringes
Mason tender, brick.....	\$ 13.20	3.30

* PLUM0540-005 05/01/2009

	Rates	Fringes
Pipefitters (Including HVAC Pipe work).....	\$ 25.25	12.57

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Davis-Bacon Wage Decision - VA20080003
SUVA1999-005 06/11/1999

	Rates	Fringes
Carpenters (Including Form Work and Excluding Drywall Hanging and Acoustical Ceiling work).....	\$ 12.75	
Cement Finisher/Mason.....	\$ 12.11	
Drywall Finishers.....	\$ 12.50	
Drywall Hanger.....	\$ 12.50	
HVAC MECHANIC (Installation and Repair ONLY).....	\$ 15.00	
Laborer, Unskilled.....	\$ 7.34	
PLASTERER.....	\$ 11.40	
Plumbers.....	\$ 15.65	3.19
Power equipment operators:		
Backhoes.....	\$ 10.23	
Bulldozers.....	\$ 11.30	
Forklifts.....	\$ 8.58	
Loaders.....	\$ 10.30	
Sheet Metal Worker (HVAC Duct work ONLY).....	\$ 15.00	
Truck Driver, Dump.....	\$ 9.00	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a wage and Hour Division letter setting forth a position on

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PAGE 04

- 1) Davis-Bacon Wage Decision - VA20080003
- a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

with regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SPECIAL NOTE:

When the contractor chooses to work on Sunday or any City Holiday, the contractor shall be required to pay the City for project inspection services for those days. The payment rate is established at \$75.00 per inspector, per hour, for each hour the inspector(s) provides the inspection service, which shall include travel time to and from the site. The contractor shall submit with each monthly invoice for the specific billing period a check payable to the City of Newport News in an amount equivalent to the hours of inspection service times the above rate. There shall be a minimum service time requirement of two (2) hours per inspector.

The Contractor shall request approval from the City of any scheduled work on Sundays or Holidays a minimum of 72 hours prior to the scheduled work date. Approval by the Director of the Department of Engineering or his representative is required. There is no obligation or requirement that the City provide this service, and the City cannot guarantee the availability of an inspector.

Note: This requirement may not apply to contracts where work hour restrictions established by the City will require Sunday or Holiday work)

Since it is the intent of the City to promote small businesses (SBE), minority businesses (MBE) and women-owned businesses (WBE), you are requested to report the total dollars which will be sub-contracted to each of the business classifications pertaining to this contract. If you should sub-contract with SBE's, MBE's and WBE's, list the dollar figures separately for each general classification.

This will enable the City to track the amount of business the City does with small, minority and women-owned businesses. Without your cooperation it would be very difficult to fully understand the City's performance in this important segment of the market. Indicate your figures below and return this form to the Purchasing Department with your initial bid package.

If you are not sub-contracting, even if you are a S/M/WBE, put zeros in the spaces below.

IFB #2011-2833-2005

Total SBE Dollars to be Sub-contracted \$ _____

Total MBE Dollars to be Sub-contracted \$ _____

Total WBE Dollars to be Sub-contracted \$ _____

EXCEPTION PAGE

EXCEPTIONS:

Bidder must sign the appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Bidders should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

Payment terms shall be considered in determining the low bidder.

BID RESULTS

Bid results will be made available by visiting our web site:

<http://www.nngov.com/purchasing> or www.demandstar.com

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

REFERENCES FOR BIDDERS*

Please provide 3 references with contact person and phone number for construction projects occurring within the last 5 years (if applicable, please include 1 municipal government reference):

- 1. _____ tel. # _____
- 2. _____ tel. # _____
- 3. _____ tel. # _____

Please provide 3 construction projects that are of similar nature and size that have occurred within the past 5 years (it is requested that at least 2 projects correspond to the above list):

- 1. _____
- 2. _____
- 3. _____

Provide 3 construction projects within the past 5 years where the given time frame for the project was achieved:

- 1. _____
- 2. _____
- 3. _____

Does your company:

- YES NO 1. Possess foreman and/or crew that is familiar with the construction of similar work. Approximate years of experience of each:
foreman: _____
crew: _____
- YES NO 2. Possess foreman and/or crew with experience in dealing with the public affected by construction projects
- YES NO 3. Company has performed construction projects for or within the limits of the City of Newport News.
 Locations: _____

*** The City reserves the right to ask for additional information.**

INSTRUCTIONS OF BIDDERS

BIDDER RESPONSIBILITIES:

- A. Affirmative Steps:** Bidders shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing data for receipt of initial bids, to encourage participation in projects by MBEs and WBEs. Such efforts include:
1. Establish and maintain a current solicitation list of minority and female recruitment sources, and assure MBEs and WBEs are solicited once they are identified.
 2. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation, and establish delivery schedules to encourage MBE/WBE participation.
 3. Assuring that MBEs, and WBEs are solicited whenever they are potential sources of Goods or services. This step may include:
 - a. Sending letters or making other personal contact with MBEs, WBEs, private Agencies and state associations (e.g., those who appear on lists prepared by EPA or the recipient and other MBE/WBE known to the Bidder). MBEs/WBEs should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial bids. Those letters or other contacts should communicate the following:
 - (i) Specific description of the work to be contracted;
 - (ii) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - (iii) Date the quotation is due to the bidder;
 - (iv) Name, address, and phone number of the person in the Bidders firm whom the prospective MBE/WBE subcontractor should contact for additional information.
 - b. Using the services and assistance of the Small Business Administration and the Department of Minority Business Enterprises of the Commonwealth of Virginia.

Affirm.A: Rev. 2/7/97

B. Bidders are requested to demonstrate compliance with MBE/WBE requirements. Demonstration of compliance may include the following information; however, the recipient may specify other methods of demonstrating compliance:

1. Names, addresses, phone number, scope of work, aggregate dollar amount of work for MBE/WBE firms expected to perform on this contract. If none, respond accordingly _____

2. Description of contacts to MBE/WBE firms, including number of contacts, work offered, dates of contact and result of contact. If none, so state. _____

3. Description of contacts of organizations, agencies and associations, which assist MBE/WBE firms, showing the names, person contacted, and date of contact. If none, so State. _____

4. Copies of advertisements for employment showing your firm as advertised to be an Equal Opportunity Employer. (This is a requirement for firms who have received prior governmental contracts valued at \$10,000 or more and have advertised subsequently to that date) _____

C. Successful Bidder should take reasonable affirmative steps to subcontract with MBEs and WBEs whenever additional subcontracting opportunities arise during the performance of the contract.

NOTICE TO CONTRACTORS

Sealed bids will be received by the Department of Purchasing of the City of Newport News, Virginia on the 4th Floor, City Hall Building, 2400 Washington Avenue, no later than **November 16, 2010 at 3:00 p.m. for Newport News Family Court Lighting Retrofit.**

Please be advised that all questions in reference to this project should be directed to the Department of Purchasing, Shari D. Colvin, Deputy Director, scolvin@nngov.com and copy Brenda Vines, Assistant Buyer, bvines@nngov.com, fax (757) 926-8038. **All bid questions must be received five working days prior to the bid due date.**

SCOPE OF WORK: Provide all labor, materials, and equipment for upgrading the existing light fixtures at the Newport News Family court Building, 2501 Huntington Avenue, Newport News, Virginia. The work includes the removal of the existing light fixtures, the installation of new light fixtures, and installation of new motion detector switches. This project will be funded by American Recovery and Reinvestment Act of 2009 (ARRA). The program will be administered by Energy, Efficiency and Conservation Block Grant (EECBG) under the Department of Energy (DOE). Contractors shall comply with the provisions of the ARRA regulations. Contractor to take special consideration for compliance with the following requirements: (1) the standards identified in the Buy American Act, 41, USG §§10a-10d; (2) the U.S. Department of Labor Davis-Bacon Act (40 USCA §§276a to 276a-5); (3) completion of Employment Impact Reports.

Each proposal greater than \$100,000 shall be accompanied by a bidder's bond or a certified check of five percent (5%) of the amount of the bid. Performance and Labor & Material Payment Bond amounting to one hundred percent (100%) of the contract price will be required of the successful bidder.

This contract consists of plans and technical specifications as amended by Special Conditions and Department of Engineering Standard Specifications. Plans and technical specifications for said contract may be obtained by bona fide contractors and suppliers at the Office of the Department of Engineering, 8th Floor, City Hall Building, Newport News, Virginia, telephone (757) 926-8611 for a non-refundable fee of **\$15.75** including tax per copy or by free download from the website www.nngov.com/purchasing. If the contractor submitting a bid does not have a set of the current Department of Engineering Standard Specifications, a set shall be purchased prior to submitting a bid at a cost of **\$15.75, including tax per copy, non-refundable and shall be maintained on the job site at all times until the completion of the project.**

The attention of the bidder is invited to the provisions of Chapter 11 of Title 54.1 of the Code of Virginia regulating the practice of general contracting under which it will be necessary for the bidder to show evidence of certificate of registration as provided by said code.

The City of Newport News reserves the right to reject any or all bids.

Everett P. Skipper, P.E., B.C.E.E.
Director of Engineering
2400 Washington Avenue
Newport News, VA 23607

To The City Manager
City of Newport News
Newport News, Virginia

Dear Sir:

In submitting this bid, the undersigned declares that he is, or they are, the only person, or persons, interested in said bid, that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employ of the City, is directly or indirectly, interested in said bid, or in the supplies or work in which it relates, or on any portion of the profits thereof.

The undersigned also declares that he had, or they have, examined all the specifications, specifically including the Standard Specifications, August 1, 1983, as amended, form of contract, and that he has, or they have, personally inspected the actual location of the work together with the local sources of supply and understands that in signing this bid, he, or they, waive all right to plead a misunderstanding regarding the same.

The undersigned further understands and agrees that he is, or they are, to furnish and provide for the respective item price bid, all necessary materials, machinery, implements, tools, labor, service, et cetera, and to do, and perform all the work necessary under the aforesaid conditions to complete the improvements aforementioned in accordance with the specifications for said improvements which specifications, it is agreed, are a part of this bid, and to accept in full compensation therefore, the amount of the summation of the products of the actual quantities, as finally determined, multiplied by the unit price bid. For the purpose of award, however, the summation of the products of the approximate quantities herein stated, multiplied by the unit price, shall be considered the total lump sum cost.

The undersigned further agrees to accept the aforesaid unit prices in compensation for any additions or deductions caused by variations in quantities due to more accurate measurements.

BID

BID PRICE

Provide all labor, materials, and equipment for upgrading the existing light fixtures at the Newport News Family Court Building, 2501 Huntington Avenue, Newport News, Virginia. The work includes the removal of the existing light fixtures, the installation of new light fixtures, and installation of new motion detector switches. This project will be funded by American Recovery and Reinvestment Act (ARRA). The program will be administered by Energy, Efficiency, and Conservation Block Grant (EECBG) under the Department of Energy (DOE). Contractors shall comply with the provisions of the ARRA regulations. Contractor to take special consideration for compliance with the following requirements: (1) the standards identified in the Buy American Act, 41, USG §§10a-10d; (2) the U.S. Department of Labor Davis-Bacon Act (40 USCA §§276a to 276a-5; (3) completion of Employment Impact Reports.

BID ITEM NO. 1

Lump sum cost for the replacement and retrofitting of the existing lighting, including motion detector switching, associated wiring, and ceiling tile and grid as required.

LUMP SUM COST (\$_____)

ALTERNATE BID ITEM NO. 1A

New light fixtures. Contractor to state the amount to be added or deducted from the total lump sum cost for replacing the existing light fixtures with new light fixtures in lieu of replacing the existing ballasts with new ballasts.

TOTAL LUMP SUM COST (\$_____)

TOTAL BID (INCLUDE BID ITEM #1 and ALTERNATE BID ITEM NO. 1A)

TOTAL LUMP SUM COST (\$_____)

The Owner reserves the right to award the contract based in whole or in part of bid received. Determination of low bidder shall be based on the total lump sum cost.

LIMITS OF PAYMENT

If the bid cost for the project does not exceed available funding for the project, the city will award the contract to the bidder who submits the lowest responsive, responsible Bid. In case the cost for the bid exceeds the available funding for the project, the City may select not to award the contract.

RECEIPT OF ADDENDA:

The following Addenda are acknowledged:

Addendum No. _____, dated _____, ACKNOWLEDGED (initial) _____
Addendum No. _____, dated _____, ACKNOWLEDGED (initial) _____
Addendum No. _____, dated _____, ACKNOWLEDGED (initial) _____
Addendum No. _____, dated _____, ACKNOWLEDGED (initial) _____

TIME OF COMPLETION:

All Work included in the Bid Price (if accepted) shall be Substantially completed within Ninety (90) calendar days after a Notice to Proceed has been issued by the City to the successful bidder, and Finally completed within Thirty (30) calendar days thereafter.

The City and Contractor recognize that time is of the essence and that the City will suffer financial loss if the Work is not completed by the substantial Completion date required herein. Both parties recognize the delays, expense and damages involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, the City and the Contractor agree, stipulate and fix as liquidated damages if delayed, but not as a penalty, the sum of three hundred dollars (\$300.00) that the contractor shall pay the city for each calendar day or part thereof that expires after the date specified for the Substantial Completion of the Work.

The original Section “A” and one duplicate copy is requested. If Contractor desires to make any alternative bid on different type of construction than one called for, it shall be made, fully described and enclosed with his bid on a separate sheet.

On acceptance of this bid for said work, the undersigned does, or do hereby bind himself, or themselves, to enter into a written contract within ten (10) days of award, with the said Authority, and to perform said work for the consideration above named.

The bidder agrees to complete the entire work within **Ninety (90) calendar days** from date of Notice to Proceed and finally complete the entire work Thirty (30) days thereafter.

State Contractor Registration Number: _____

Business Name: _____

Address: _____

(Street; P.O. Box not acceptable)

(City, State and Zip Code)

By: _____ Date: _____

By: _____ Date: _____

ADDENDA
No.

ACKNOWLEDGED
Initial

IF CONTRACTOR DESIRES TO MAKE ANY ALTERNATIVE BID ON DIFFERENT TYPE OF CONSTRUCTION THAN ONE CALLED FOR, IT SHALL BE ENCLOSED ON A SEPARATE SHEET.

Bid Bond # _____

BID BOND

KNOW ALL MEN BY THOSE PRESENT: That we, the undersigned:

_____ as Principal, and _____

as Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia, in the just and full sum of five percent (5%) of the maximum amount of accompanying bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the Principal has submitted a bid, dated _____, 20____, **Newport News Family Court Lighting Retrofit, IFB#2011-2833-2005.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized this _____ day of _____.

CONTRACTOR

BY _____
SEAL

ATTEST:

SURETY

BY _____
SEAL

ATTEST:

Resident Virginia Agent of Surety

Submit with Power of Attorney

Section B

INSURANCE ENDORSEMENTS

Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

<u>TYPE INSURANCE COVERAGE</u>	<u>LIMITS</u>
1. Worker's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00 each \$1,000,000.00 each Occurrence
3. Property Damage Liability Occurrence	\$100,000.00 each

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

City of Newport News

Purchasing Department

2400 Washington Ave

Newport News, VA 23607

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93

Endorsement

Alternate Employer

WC 00 03 01

Policy Amendment

If the following information is not complete, refer to the appropriate information page attached to the policy.

INSURED	POLICY NO.	SEQ. NO.
----------------	-------------------	-----------------

PRODUCER	EFFECTIVE DATE
-----------------	-----------------------

SCHEDULE

Alternate Employer

Address

State of Special
or Temporary Employment

**City of Newport News
c/o Purchasing Department
2400 Washington Avenue
Newport News, Virginia**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**WORKER'S COMPENSATION
CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance Yes

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for workers' compensation Yes

Title of Construction Contract: **Newport News Family Court Lighting Retrofit**

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

CONTRACT

THIS AGREEMENT, made this ____ day of _____, 20____, between the City of Newport News, Virginia, hereinafter referred to and designated as "City" and/or _____, his, its or their successors, executors, administrators and assigns, hereinafter referred to and designated as "Contractor."

WHEREAS, the City of Newport News, Virginia, has accepted the sealed bid of the said contractor to furnish all the labor and equipment and to do and perform all the work necessary to complete the **Newport News Family Court Lighting Retrofit, IFB#2011-2833-2005**, in the City of Newport News, Virginia, as shown on the plans and specifications hereto attached for the unit prices set forth in the said bid.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the payments to be made by the City of Newport News, Virginia, as hereinafter set out, the Contractor covenants and agrees with said City of Newport News, Virginia to furnish all labor, tools and equipment and to do and perform in a good and workmanlike manner all and singular all the work in and about the **Newport News Family Court Lighting Retrofit, IFB#2011-2833-2005**, in the City of Newport News, Virginia, in strict accordance with all documents identified below which are incorporated and made a part hereof as fully and completely as if the same were herein, in words and figures, at length set forth:

Invitation for Bid.....	1 Page
Table of Contents.....	1 Page
Conditions and Instructions	34 Pages
Reference for Bidders	1 Pages
Instructions to Bidders/Offerors	2 Pages
Notice to Contractors	1 Page
Bid.....	4 Pages
Bid Bond	2 Pages
Insurance Endorsements	4 Pages
Contract.....	5 Pages
Performance Bond	3 Pages
Labor and Material Payment Bond	4 Pages
Special Construction Conditions.....	4 Pages
Project Sign.....	2 Pages
Technical Specifications	63 Pages
Drawings	2 Sheets
Standard Specifications, August 1, 1983, as amended	260 Pages

The Contractor agrees to commence work under this contract immediately upon the written order of the owner and to diligently prosecute the same and to complete the same **within Ninety (90) calendar days from Notice to Proceed and to finally complete all work Thirty (30) calendar days thereafter.**

CONTRACT

BID PRICE

Provide all labor, materials, and equipment for upgrading the existing light fixtures at the Newport News Family Court Building, 2501 Huntington Avenue, Newport News, Virginia. The work includes the removal of the existing light fixtures, the installation of new light fixtures, and installation of new motion detector switches. This project will be funded by American Recovery and Reinvestment Act (ARRA). The program will be administered by Energy, Efficiency, and Conservation Block Grant (EECBG) under the Department of Energy (DOE). Contractors shall comply with the provisions of the ARRA regulations. Contractor to take special consideration for compliance with the following requirements: (1) the standards identified in the Buy American Act, 41, USG §§10a-10d; (2) the U.S. Department of Labor Davis-Bacon Act (40 USCA §§276a to 276a-5; (3) completion of Employment Impact Reports.

BID ITEM NO. 1

Lump sum cost for the replacement and retrofitting of the existing lighting, including motion detector switching, associated wiring, and ceiling tile and grid as required.

LUMP SUM COST (\$ _____)

ALTERNATE BID ITEM NO. 1A

New light fixtures. Contractor to state the amount to be added or deducted from the total lump sum cost for replacing the existing light fixtures with new light fixtures in lieu of replacing the existing ballasts with new ballasts.

TOTAL LUMP SUM COST (\$ _____)

TOTAL BID (INCLUDE BID ITEM #1 and ALTERNATE BID ITEM NO. 1A)

TOTAL LUMP SUM COST (\$ _____)

The Owner reserves the right to award the contract based in whole or in part of bid received. Determination of low bidder shall be based on the total lump sum cost.

Time of Completion

All work included in the Project under the Total Contract cost shall be substantially completed within Ninety (90) calendar days after a Notice to Proceed has been issued by the City to the successful bidder, and finally completed within Thirty (30) calendar days thereafter.

Liquidated Damages: TIME IS OF THE ESSENCE ON THIS CONTRACT. Failure of the contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for substantial completion of the work at the site, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$300.00**.

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that this amount per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

Permitting the Contractor to continue and finish the work or any part thereof after the contract time or adjusted contract time, as pertinent, has expired shall in no way operate as a waiver on the part of the City or any of its rights under the contract.

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of the contractor to complete the work on time.

BY

TITLE _____

Seal Here:

ATTEST: _____

TITLE: _____

(Officer or Corporation)

CITY OF NEWPORT NEWS, VIRGINIA

BY _____

Seal Here:

ATTEST: _____

Performance Bond # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____
_____, as Principal,
and _____, as
Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia
as Obligee, in the amount of _____
_____ dollars, (_____) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

WHEREAS, the said _____
did, on the _____ day of _____, 20____, enter into a contract with the
City of Newport News, Virginia for the **Newport News Family Court Lighting Retrofit,
IFB#2011-2833-2010**, which said contract is by reference made a part hereof, is hereinafter
referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all
respects promptly and faithfully comply with and fulfill all the terms and conditions of said
contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, alteration or addition to the terms of the
Contract or extension of time made by the Owner.

Whenever principal shall be, and declared by Obligee to be in default under the Contract, the
Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms
and conditions, and upon determination by Surety of the lowest responsible
bidder, or, if the Obligee elects, upon determination by the Obligee and Surety
jointly of the lowest responsible bidder, arrange for a contract between such
bidder and Obligee, and make available as work progresses (even though there
should be a default or a succession of defaults under the contract or contracts of

completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this ____ day of _____, 20____.

PRINCIPAL

BY _____

ATTEST:

SURETY

BY _____

ATTORNEY-IN-FACT

COUNTERSIGNED:

Resident Virginia Agent of
(if original Agent is non-resident)

Surety

Submit with Power of Attorney

APPROVED AS
TO FORM

City Attorney

Labor & Material Bond # _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____, as Principal, and _____, as Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia as Obligee in the amount of _____ Dollars (_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said _____ did, on the ____ day of _____, 20____, enter into a contract with the City of Newport News, Virginia, for the **Newport News Family Court Lighting Retrofit, IFB#2011-2833-2010**, which said contract is by reference made a part hereof, as fully and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

- 1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to also include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - A. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice of the following: The Principal, the City, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal, City and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- B. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - C. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this _____ day of _____, 20_____.

Contractor

BY _____

ATTEST:

Surety

BY _____

ATTORNEY-IN-FACT

Resident Virginia Agent of Surety
(if original agent is non-resident)

Submit with Power of Attorney

APPROVED AS
TO FORM

City Attorney

Section C

SPECIAL CONSTRUCTION CONDITIONS

1. COPIES OF DOCUMENTS

The City will furnish to the Contractor up to ten (10) copies of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of the reproduction.

2. PROJECT LOCATION/SITE VISIT

The project location is 2501 Huntington Avenue, in Newport News, Virginia. Prior to starting the work, the Contractor shall visit the site and ascertain of all conditions that may affect the performance or progress of the work. Failure to inspect the sites and verify conditions that may affect the performance or progress of the work will not be considered as the basis for changes to the contract.

3. CONTRACTOR'S USE OF SITE AND PREMISES

A. Construction Operations: During the entire construction period, the building will be occupied. However, the spaces to be renovated will be made available to the Contractor to accomplish the work. The Contractor when performing work in the Judge's Chambers, shall be accompanied by a Sheriff's Deputy. The Contractor shall cooperate at all times with personnel and staff to insure that at all times the facilities remain in operation and open to the Public.

B. The Contractor shall limit his work to the designated areas and areas needed to complete the work. The Contractor shall take every precaution at the sites to protect and safeguard life and property during construction operations. To that regard he shall post at appropriate locations signs, barricades and lighting if required to warn all occupants of the building and the public.

C. Work Hours: All work under this contract shall be performed after regular working hours. The Contractor shall work the hours between 6:00 p.m. and 6:00 a.m. The Contractor shall use the last hour of each work day for clean-up in preparation for the following day of business. Working hours will be established by mutual consent between the Owner and the Contractor at the project Pre-Construction Conference. The Contractor shall not work outside the established working hours or on Sunday's and Holidays without prior notification and written permission of the Owner.

1. When the Contractor chooses to work on Sunday or any City Holiday, the Contractor shall be required to pay the City for project inspection services for those days. The payment rate is established at \$75.00 per inspector, per hour, for each hour the inspector(s) provides the inspection service, which shall include travel time to and from the site. The Contractor shall submit with each monthly invoice for the specific billing period a check made payable to

the City of Newport News in an amount equivalent to the hours of inspection service times the above rate. There shall be a minimum service time requirement of two (2) hours per inspector.

2. The Contractor shall request approval from the City of any scheduled work on Sundays or Holidays a minimum of 72 hours prior to the scheduled work date. Approval by the Director of the Department of Engineering or his representative is required. There is no obligation or requirement that the City provide this service, and the City cannot guarantee the availability of an inspector.

Note: This requirement may not apply to contracts where work hour restrictions established by the City will require Sunday or Holiday work.

- D. Utility Shutdown: The Contractor shall not shutdown or terminate any utility servicing adjoining buildings or properties. Should it become necessary to have a temporary shutdown of any utility, in order for the Contractor to perform his work, he shall at all times notify the Owner and all affected properties four (4) days in advance of any anticipated power outages or utility shutdown, and obtain prior to any shutdown, written permission of the Owner.
- E. Parking: Parking for the Contractor's vehicles and vehicles belonging to employees of the Contractor, and all other vehicles entering the Owner's property in performance of the work on this Contract shall only use designated parking areas and access routes authorized by the Sheriff's Department.

4. COORDINATION

- A. The Contractor shall be responsible for directing and coordinating all aspects of the project, including integrating work requirements and schedule activities for all trades. In the event the Contractor assigns certain parts of the work to subcontractors, it shall solely be the responsibility of the Contractor to make sure that each subcontractor complete the assigned work on time and that all interfaces are properly prepared, connected and function as required. Assignment of work to various trades and subcontractors shall be solely the responsibility of the Contractor. He shall appoint at the site a full time Project Superintendent who is fluent in English to be responsible for the coordination of all trades under the Contract.
- B. The Owner will appoint a Project Inspector for the work. He will be responsible for all field coordination and interfaces between the Contractor (Project Superintendent) and the City.

5. PROGRESS SCHEDULE

- A. Bar-Chart Schedule: Submit for review and approval within seven (7) days after Award of the Contract fully developed, horizontal bar-chart type schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the work.
- B. Final Schedule: With the first Application for Payment, submit a definite construction schedule indicating the times (number of days or dates) for starting and completing the various stages of the work. The schedule should list major activities anticipated for the project and include any milestones specified in the Contract Documents. The schedule shall be in the form of a bar chart.
- C. Submittal Schedule: Submit within thirty (30) days after Award of Contract a schedule of submittals which will list each required submittal and the date for such submittal, the date for return for each submittal and action taken by Architect for each submittal. Submit with each Application for Payment an updated submittal schedule.
- D. Schedule of Value: Submit for review and approval, within ten (10) days after Contract Award, a schedule of values for all the work to include a line item with prices for each component of the work. The specifications divisions can be used to divide the work and allocate prices. Such prices will include an appropriate amount for overhead and profit applicable to each item of work.

6. WORK NOT UNDER THIS CONTRACT

- A. Work or items shown as “NIC” (not in contract) by Owner, by City or by others are not included in this contract. However where indicated, the Contract requires the installation and coordination of some Owner’s furnish items.
- B. The Owner may contract with others to furnish and install certain items of work and equipment. The Contractor shall coordinate with the Owner for such items.

7. PERMITS, FEES AND LICENSES

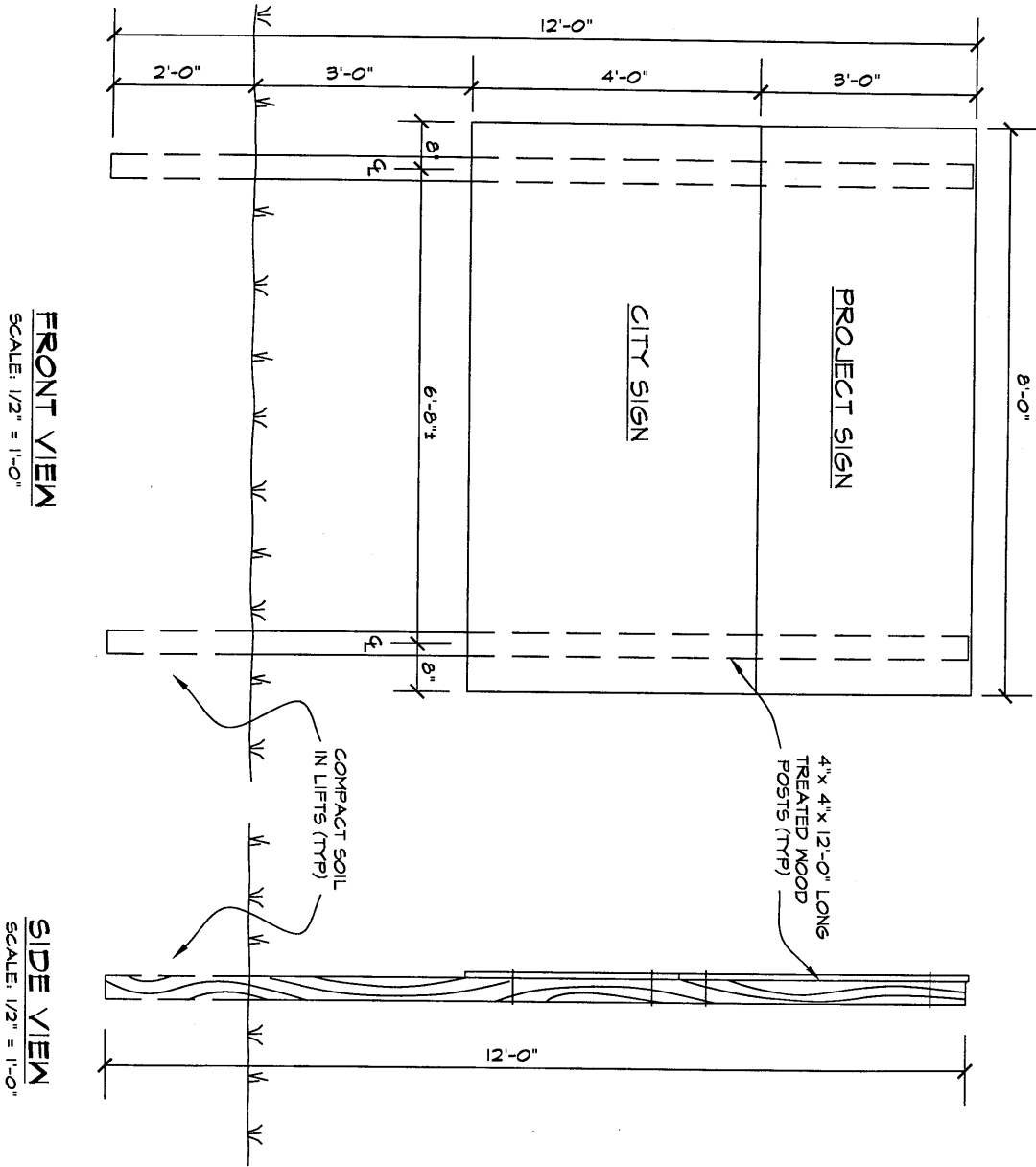
The City will waive code compliance required permit fees. The Contractor is required to obtain all required permits from Codes Compliance at no charge. Contractor will still be responsible for paying all other City required permit fees and other associated fees to accomplish the work.

8. PROJECT SECURITY

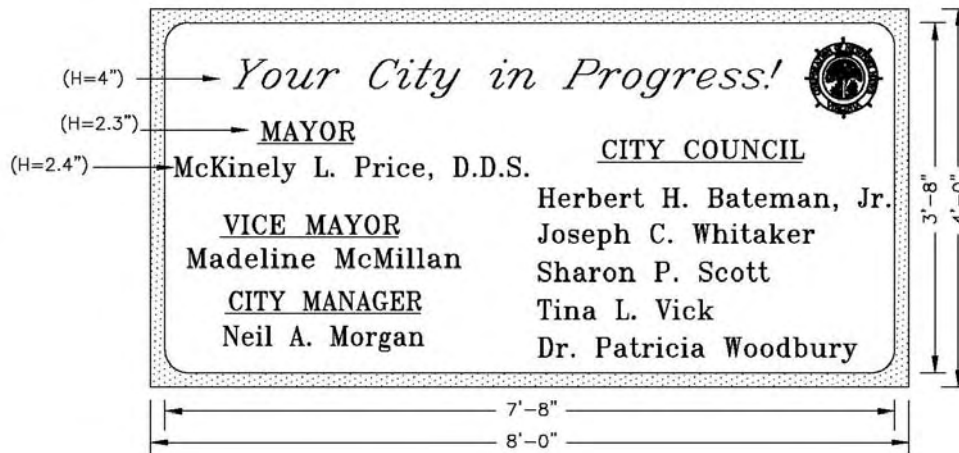
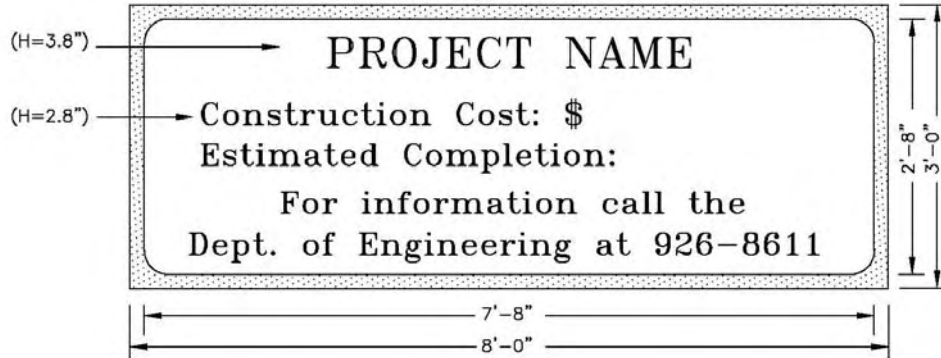
The Contractor shall be solely responsible for project security at the project site. He shall secure all materials, equipment and tools used in the performance of this Contract. He shall restrict access to the site only to his employees and subcontractors by posting appropriate signs and warnings.

9. PROJECT SIGN

The Contractor shall provide a construction sign made of marine grade plywood of sizes and design indicated, supported on 4" x 4" treated wood posts and painted with exterior paint in colors indicated. A copy of the design for the sign is attached to these Special Conditions. The location for the sign will be established by the Owner at the Pre-Construction Conference.



CONSTRUCTION SIGN



NOTES:

1. 8'x4' OF 5/8" PLYWOOD, MOUNT ON 4"x4"x12' TREATED POSTS
2. FURNISHED BY CONTRACTOR
3. PAINTED LETTERING AS DIRECTED
4. HEIGHT OF LETTERING AS SHOWN

COLORS:

BORDER AND LETTERING...SHERWIN WILLIAMS
 SW1182 MALACHITE GREEN
 BACKGROUND.....SHERWIN WILLIAMS
 SW1697 PINA COLADA

* CONSTRUCTION SIGN REQUIRED ON ALL PROJECTS UNLESS OTHERWISE NOTED.

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

DIVISION 1 – GENERAL REQUIREMENTS

Section 011000 -	Summary
Section 012300 -	Alternates
Section 012500 -	Substitution Procedures
Section 012600 -	Contract Modification Procedures
Section 012900 -	Payment Procedures
Section 013100 -	Project Management and Coordination
Section 013200 -	Construction Progress Documentation
Section 013300 -	Submittal Procedures
Section 014000 -	Quality Requirements
Section 014200 -	References
Section 015000 -	Temporary Facilities and Controls
Section 016000 -	Project Requirements
Section 017700 -	Closeout Procedures

DIVISION 2 – EXISTING CONDITIONS

Section 024119 -	Selective Structure Demolition
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DIVISION 3 – CONCRETE

Not Used

DIVISION 4 – MASONRY

Not Used

DIVISION 5 – METALS

Not Used

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES

Not Used

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Not Used

DIVISION 8 – OPENINGS

Not Used

DIVISION 9 – FINISHES

Section 095123 - Acoustical Tile Ceilings

DIVISION 16 – ELECTRICAL

Section 16510 - Interior Lighting

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:

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

- B. Related Section:

- 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Newport News Family Court Lighting Retrofit.

- 1. Project Location: 2501 Huntington Avenue, Newport News, Virginia.

- B. Owner: City of Newport News.

- 1. Owner's Representative: City of Newport News Department of Engineering.

- C. Architect: City of Newport News Department of Engineering.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. The work includes the removal of the existing light fixtures, installation of new fixtures and installation of new motion detector switches.

B. Type of Contract

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

1.5 ACCESS TO SITE

- A. General: Work shall to be done at night or after court hours.

- B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

- C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated. Construction work shall be performed when court is not in session.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 3. Before limited Owner occupancy, electrical systems shall be fully operational, and required tests and inspections shall be successfully completed.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 p.m. to 6:00 a.m., Monday through Friday. Court rooms will continue to be operational during construction period. Contractor to coordinate work schedule with courtroom personnel.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Architect not less than four days in advance of proposed disruptive operations.
 - 2. Obtain Architect's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- G. Employee Identification: Owner will provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

H. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.

1. Maintain list of approved screened personnel with Owner's Representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

1.9 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1A: New light fixtures.
 - 1. Base Bid: Replacing ballast and lamps in existing 2 x 4 and 1 x 4 fixtures.
 - 2. Alternate: Remove existing 2 x 4 light fixture, and any other light fixtures indicated on the drawings and replace with new light fixtures complete with ballasts and lamps.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or modifications needed to other parts of the Work.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 7 days prior to time required for preparation and review of related submittals.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Substitution request is fully documented and properly submitted.
- c. Requested substitution will not adversely affect Contractor's construction schedule.
- d. Requested substitution has received necessary approvals of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 7 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 7 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Work 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 Work Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
 - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate 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.
 - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values.

1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Contractor's name and address.
 - c. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in 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. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
7. Change Orders shall be shown as a new separate line on application for payment.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect. The period covered by each Application for Payment is one month, ending on the last day of the month.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Project Inspector.
- D. Application for Payment Forms: Use forms provided by Owner as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Stored Materials: Do not include stored materials in application for payment.
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Project Inspector by a method ensuring receipt within 24 hours.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.
 - 3. Contractor's construction schedule (preliminary if not final).
 - 4. Products list (preliminary if not final).
 - 5. List of Contractor's staff assignments.
 - 6. Copies of building permits.
 - 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 8. Initial progress report.
 - 9. Report of preconstruction conference.

10. Certificates of insurance and insurance policies.
 11. Performance and payment bonds.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Project closeout activities.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. RFI number, numbered sequentially.
5. RFI subject.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. RFI number including RFIs that were dropped and not submitted.
 4. RFI description.
 5. Date the RFI was submitted.
 6. Date Architect's response was received.
 7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 7 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Architect, Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Start-up construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Daily construction reports.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 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.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Two paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

- C. Daily Construction Reports: Submit to Project Inspector daily.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 10 days of date established for the Notice to Proceed. Base schedule on the start-up construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Approximate count of personnel at Project site.
 - 3. Equipment at Project site.
 - 4. Material deliveries.
 - 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 6. Accidents.
 - 7. Meetings and significant decisions.
 - 8. Stoppages, delays, shortages, and losses.
 - 9. Emergency procedures.
 - 10. Orders and requests of authorities having jurisdiction.
 - 11. Change Orders received and implemented.
 - 12. Work Change Directives received and implemented.
 - 13. Substantial Completions authorized.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.

- B. Distribution: Distribute copies of approved schedule to Architect and Owner, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering,

manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with the schedule of values, and Contractor's construction schedule.
2. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Description of the Work covered.
 - e. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 7 days for review of each resubmittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Name of supplier.
 - e. Name of manufacturer.
 - f. Number and title of appropriate Specification Section.
 - g. Drawing number and detail references, as appropriate.
 - h. Location(s) where product is to be installed, as appropriate.
 - i. Other necessary identification.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
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. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 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. Action Submittals: Submit four paper copies of each submittal, unless otherwise indicated. Architect, will return two copies.
 2. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
 3. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 4. Submit Product Data in the following format:
 - a. Four paper copies of Product Data, unless otherwise indicated. Architect will return two copies.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Compliance with specified standards.
 - c. Notation of dimensions established by field measurement.
 - d. Relationship and attachment to adjoining construction clearly indicated.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 x 36.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Product name and name of manufacturer.
 - b. Sample source.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit 2 full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

- G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- J. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- K. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- L. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- M. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S 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 Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. 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 that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 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 Architect.
- C. **Preconstruction Testing:** Tests and inspections 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 an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. **Source Quality-Control Testing:** Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. **Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. **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. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- I. **Experienced:** When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. **Referenced Standards:** 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 conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 REPORTS AND DOCUMENTS

- A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- 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.

1.3 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.

1.4 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. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers	(800) 527-4723

	www.ashrae.org	(404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
ECA	Electronic Components Association www.ec-central.org	(703) 907-8024
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
GS	Green Seal www.greenseal.org	(202) 872-6400
IAS	International Approval Services (Now CSA International)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society www.ies.org	(212) 248-5000
IESNA	Illuminating Engineering Society of North America (Now IES)	

NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-2300
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040 (610) 363-6888
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747

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. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ICC	International Code Council www.iccsafe.org	(888) 422-7233
UBC	Uniform Building Code (See ICC)	

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. Names, telephone numbers, and Web sites are subject

to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-2664

Available from Department of Defense Single Stock Point
<http://dodssp.daps.dla.mil>

Available from Defense Standardization Program
www.dps.dla.mil

Available from General Services Administration (202) 619-8925
www.gsa.gov

Available from National Institute of Building Sciences (202) 289-7800
www.wbdg.org/ccb

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect and occupants of Project.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

- A. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).

2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
 - 2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- E. Telephone Service: Provide cellular phone for supervisor.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

- B. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 3. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

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

physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 7 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Products:
 - a. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 3. Manufacturers:
 - a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 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 owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 16510 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM A 1008/A 1008M	(2004b) Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
ASTM A 580/A 580M	(1998; R 2004) Stainless Steel Wire
ASTM A 641/A 641M	(2003) Zinc-Coated (Galvanized) Carbon Steel Wire
ASTM A 653/A 653M	(2004a) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM B 164	(2003) Nickel-Copper Alloy Rod, Bar, and Wire
ASTM B 633	(1998e1) Electrodeposited Coatings of Zinc on Iron and Steel

ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA)

IESNA HB-9	(2000) Lighting Handbook
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INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2	(2002) National Electrical Safety Code
IEEE Std 100	(2000) The Authoritative Dictionary of IEEE Standards Terms

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA C78.81	(2003) Electric Lamps - Double-capped Fluorescent Lamps Dimensional and Electrical Characteristics
NEMA C78.901	(2001) Electric Lamps - Single Base Fluorescent Lamps Dimensional and Electrical Characteristics
NEMA C82.1	(1997; R 1998) Electric Lamp Ballasts - Line Frequency Fluorescent Lamp Ballasts
NEMA C82.11	(2002) High-Frequency Fluorescent Lamp Ballasts
NEMA C82.2	(1984; R 1995) Methods of Measurement of Fluorescent Lamp Ballasts
NEMA LL 1	(1997; R 2002) Procedures for Linear Fluorescent Lamp Sample Preparation and the TCLP

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 101	(2003) Life Safety Code
NFPA 70	(2005) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 1029	(1994; Rev thru Feb 2001) High-Intensity-Discharge Lamp Ballasts
UL 1598	(2004) Luminaires
UL 20	(2000; Rev thru Jun 2002) General-Use Snap Switches
UL 773A	(1995; Rev thru Jul 2003) Nonindustrial Photoelectric Switches for Lighting Control
UL 924	(1995; Rev thru Jul 2001) Emergency Lighting and Power Equipment
UL 935	(2001) Fluorescent-Lamp Ballasts

1.2 DEFINITIONS

- A. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, shall be as defined in IEEE Std 100.
- B. Average life is the time after which 50 percent will have failed and 50 percent will have survived under normal conditions.
- C. Total harmonic distortion (THD) is the root mean square (RMS) of all the harmonic components divided by the total fundamental current.

1.3 SYSTEM DESCRIPTION

1.3.1 Lighting Control System

Provide lighting control system as indicated. Lighting control equipment shall include: occupancy sensors.

1.4 QUALITY ASSURANCE

1.4.1 Fluorescent Electronic Ballasts

Submit ballast catalog data as required in the paragraph entitled "Fluorescent Lamp Electronic Ballasts" contained herein. As an option, submit the fluorescent fixture manufacturer's electronic ballast specification information in lieu of the actual ballast manufacturer's catalog data. This information shall include published specifications and sketches, which covers the information required by the paragraph entitled "Fluorescent Lamp Electronic Ballasts" herein. This information may be supplemented by catalog data if required, and shall contain a list of vendors with vendor part numbers.

1.4.2 Lighting Fixtures, Complete With Lamps and Ballasts

Submit one sample of each fixture type indicated for inspection, review, and approval. The sample shall be retained for comparison against the remainder of the fixtures. The sample may be used in the final fixture installation. Provide samples for the following fixture types indicated on the drawings.

1.4.3 Standard Products

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required,

these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in this section.

1.4.4.1 Alternative Qualifications

Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished.

1.4.4.2 Material and Equipment Manufacturing Date

Products manufactured more than 3 years prior to date of delivery to site shall not be used, unless specified otherwise.

1.5 WARRANTY

- A. Special Warranty for Ballasts: Manufacturer's standard form in which ballast manufacturer agrees to repair or replace ballasts that fail in materials or workmanship within a five-year warranty period. Warranty period shall begin from date of Final Completion.
- B. Special Warranty for T8 Fluorescent Lamps: Manufacturer's standard form made out to Owner and signed by lamp manufacturer agreeing to replace lamps that fail in materials or workmanship within the rate life of the lamps and not less than one year from date of Final Completion.

1.7.1 Electronic Ballast Warranty

Furnish the electronic ballast manufacturer's warranty. The warranty period shall not be less than 5 years from the date of manufacture of the electronic ballast. Ballast assembly in the lighting fixture, transportation, and on-site storage shall not exceed 12 months, thereby permitting 4 years of the ballast 5 year warranty to be in service and energized. The warranty shall state that the malfunctioning ballast shall be exchanged by the manufacturer and promptly shipped to the using Government facility. The replacement ballast shall be identical to, or an improvement upon, the original design of the malfunctioning ballast.

PART 2 - PRODUCTS

2.1 FLUORESCENT LIGHTING FIXTURES

2.1.1 Recessed 2 x 4

Fixtures shall be nominal 2' x 4' x 4" to lay in existing acoustic tile grid system. Fixture to have 12-cell parabolic louver with high reflectivity polyester powder coat finish. Fixtures to be furnished with electronic ballast and T-8 lamps. Fixtures shall be model

2ES8P-232-BPNP-L841HT8-USPOM-RFD41894 as manufactured by Lithonia Lighting or equal as approved by the Owner.

2.1.2. Fluorescent Lamp Electronic Ballasts

The electronic ballast shall as a minimum meet the following characteristics:

- A. Ballast shall comply with UL 935, NEMA C82.11, and NFPA 70 unless specified otherwise. Ballast shall be 100% electronic high frequency type with no magnetic core and coil components. Ballast shall provide transient immunity as recommended by IEEE C62.41. Ballast shall be designed for the wattage of the lamps used in the indicated application. Ballasts shall be designed to operate on 277 voltage system with rated lamp watts of 32.
- B. Ballast shall operate at a frequency of 60,000 Hertz (minimum). Ballast shall be compatible with and not cause interference with the operation of occupancy sensors or other infrared control systems.
- C. Ballast shall have light regulation of plus or minus 10 percent lumen output with a plus or minus 10 percent input voltage regulation. Ballast shall have 10 percent flicker (maximum) using any compatible lamp.
- D. Ballast factor shall be between 0.88 (minimum) and 1.00 (maximum). Except in toilet rooms 0.75 min.
- E. Ballast shall be UL listed Class P with a sound rating of "A."
- F. Ballast shall have circuit diagrams and lamp connections displayed on the ballast.
- I. Ballasts shall be programmed start. Ballasts shall operate lamps in a parallel circuit configuration that permits the operation of remaining lamps if one or more lamps fail or are removed.
- J. Start Time: 0.4 to 0.5 second.

2.1.3 T-8 Lamps

T-8 lamps shall be 32 watt, low mercury (green tip), rapid start with a CRI of 85, color temperature of 4100K, initial lumens 2950 and design lumens 2800. Lamps shall have a rated average life with programmed start ballast of 46,000 hours. Lamp length shall be either 24", 36" or 48".

2.2 LED Downlights

Fixtures shall be 6" recessed downlight. Fixtures to be Model 1C22RLED-41K-24W-WH as manufactured by Juno Lighting or equal as approved by Owner.

2.3 Exit Signs

Exit signs shall be LED type consuming 1 watt power, with a die cast aluminum housing, minimum 1/8" thickness. Lettering shall be 6" high, stenciled with red panel. Unit shall have a self-contained battery to provide 90 minutes of emergency illumination. Units shall require no maintenance for 5 years. Exit sign shall be McPhilben 55L-R or equal. Contractor to provide both pendant mount and wall mount units as required.

2.4 OCCUPANCY SENSORS

UL listed. Occupancy sensors and power packs shall be designed to operate on the voltage indicated. Sensors and power packs shall have circuitry that only allows load switching at or near zero current crossing of supply voltage. Occupancy sensor mounting as indicated. Sensor shall have an LED occupant detection indicator. Sensor shall have adjustable sensitivity and adjustable delayed-off time range of 30 seconds to 30 minutes. Wall mounted sensors shall match the color of adjacent wall plates, ceiling mounted sensors shall be white. Ceiling mounted sensors shall have 6.28 rad (360 degree) coverage unless otherwise indicated. Wall mounted sensors shall have 180 degree coverage. Occupancy sensors shall be as manufactured by Leviton, models as indicated on drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

Electrical installations shall conform to IEEE C2, NFPA 70, and to the requirements specified herein. All work shall be done to avoid damage to existing fixtures, finishes, and furnishings. Contractor will be responsible for repairing damage to Owner satisfaction.

3.1.1 Lamps

Lamps of the type, wattage, and voltage rating indicated shall be delivered to the project in the original cartons and installed just prior to project completion. Lamps shall be tested for proper operation prior to turn-over and shall be replaced if necessary with new lamps from the original manufacturer.

3.1.2 Lighting Fixtures

Set lighting fixtures plumb, square, and level with ceiling and walls, in alignment with adjacent lighting fixtures, and secure in accordance with manufacturers' directions and approved drawings. Installation shall meet requirements of NFPA 70. Obtain approval of the exact mounting for lighting fixtures on the job before commencing installation and, where applicable, after coordinating with the type, style, and pattern of the ceiling being installed. Recessed and semi-recessed fixtures shall be independently supported from the building structure by a minimum of four wires or straps per fixture and located near each corner of each fixture. Ceiling grid clips are not allowed as an alternative to independently supported light fixtures. Round fixtures or fixtures smaller in size than the ceiling grid shall be independently supported from the building structure by a minimum of four wires per fixture spaced approximately equidistant around the fixture. Do not support fixtures by ceiling acoustical panels. Where fixtures of sizes less than the ceiling grid are indicated to be centered in the acoustical panel, support such fixtures independently and provide at least two 19 mm (3/4 inch) (3/4 inch) metal channels spanning, and secured to, the ceiling tees for centering and aligning the fixture. Provide wires for lighting fixture support in this section.

3.1.3 Occupancy Sensor

Provide quantity of sensor units indicated. Full coverage shall provide hand and arm motion detection for office and administration type areas and walking motion for hallways. Locate the sensor(s) as indicated and in accordance with the manufacturer's recommendations to maximize energy savings and to avoid nuisance activation and deactivation due to sudden temperature or airflow changes and usage. Set sensor "on" duration to 15 minutes.

3.1.4 FIELD QUALITY CONTROL

Upon completion of installation, conduct an operating test to show that equipment operates in accordance with requirements of this section.

3.1.5 Occupancy Sensor

Test sensors for proper operation. Observe for light control over entire area being covered.

END OF SECTION 16510

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Execution" for progress cleaning of Project site.
 - 2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Obtain and submit releases permitting Owner unrestricted use of the Work. Include occupancy permits, operating certificates, and similar releases.
 - 4. Prepare and submit Project Record Documents, operation and maintenance manuals.
 - 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

6. Complete final cleaning requirements.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 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, 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. Name of Contractor.
 - d. Page number.
4. Submit list of incomplete items in the following format:
 - a. Three paper copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Contractor Warranty to Owner: The Contractor shall and hereby guarantees for a period of one (1) year, or for longer periods where so provided in the specification, as evidenced by date of final payment by the Owner to the Contractor, all materials and workmanship installed under the Contract to be of good quality in every respect and to remain so for the period described.

Should any defects develop in aforesaid work and within specified periods, due to faults in materials or workmanship, the contractor hereby agrees to make all repairs and do necessary work to correct work to the satisfaction of the Owner and the Architect. Such repairs and corrective work, including costs of making good all other work damaged by

or otherwise affected by making repairs or corrective work, shall be done without cost to the Owner and at entire cost and expense of the Contractor with seven (7) days of receipt of written notice sent by Owner.

In case the Contractor fails to do work so ordered, the Owner may have work done and charge cost thereof to the Contractor. The Contractor and their sureties agree to pay to the Owner the cost of such work.

Nothing herein intends or implies that the guarantee shall apply to work which has been neglected by the Owner or his successor interest.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - c. Vacuum carpet and similar soft surfaces, removing debris.
 - d. Remove labels that are not permanent.
 - e. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by

hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

f. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 02 Section "Selective Structure Demolition."

END OF SECTION 017700

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Division 01 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and recycled.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- C. Construction Waste: Building improvement materials and other solid waste resulting from renovation operations. Construction waste includes packaging.
- D. Demolition Waste: Building improvement materials resulting from selective demolition operations.
- E. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- F. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.4 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Use of elevator and stairs.
4. Coordination of Owner's continuing occupancy of the existing building.

1.5 CLOSEOUT SUBMITTALS

- A. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to buildings.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain.
 - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically.
 - 2. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
 - 3. Dispose of demolished items and materials promptly.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, remove demolished materials from Project site and legally dispose of them at Bethel Landfill, Hampton, Virginia in accordance with City's disposal agreement. Contractor is responsible for all disposal charges.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.7 RECYCLING DEMOLITION WASTE

- A. Recycle the following items:
 - 1. Fluorescent lamps.
 - 2. Light fixture ballast.

END OF SECTION 024119

SECTION 095123 - ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes acoustical tiles for ceilings and the following:
 - 1. Concealed suspension systems.

1.3 DEFINITIONS

- A. AC: Articulation Class.
- B. CAC: Ceiling Attenuation Class.
- C. LR: Light-Reflectance coefficient.
- D. NRC: Noise Reduction Coefficient.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.

1.5 QUALITY ASSURANCE

- A. Source Limitations:
 - 1. Acoustical Ceiling Tile: Obtain each type through one source from a single manufacturer.
 - 2. Suspension System: Obtain each type through one source from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical tiles, suspension system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical tiles carefully to avoid chipping edges or damaging units in any way.

1.7 COORDINATION

- A. Coordinate layout and installation of acoustical tiles and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 ACOUSTICAL TILES, GENERAL

- A. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.
- B. Acoustical Tile Colors and Patterns: Match appearance characteristics of existing ceilings.
- C. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical tiles treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.2 ACOUSTICAL TILES FOR ACOUSTICAL TILE CEILING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product to match existing as manufactured by:
 - 1. Armstrong World Ind.
 - 2. USG Interiors Inc.
- B. Modular Size: 24 x 24, As indicated on drawings.

2.3 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension System Standard: Provide manufacturer's standard metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.
- B. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.
- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
- D. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.

PART 3 - EXECUTION

3.1 INSTALLATION, SUSPENDED ACOUSTICAL TILE CEILINGS

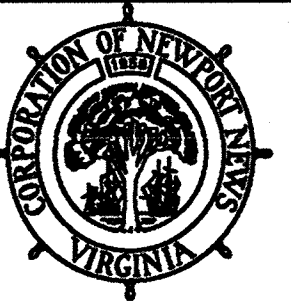
- A. General: Install acoustical tile ceilings to comply with ASTM C 636 and seismic design requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.

5. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
 6. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Install edge moldings and trim of type indicated at perimeter of acoustical tile ceiling area and where necessary to conceal edges of acoustical tiles.
1. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
 2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- D. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- E. Arrange directionally patterned acoustical tiles as follows:
1. Install tiles with pattern running in one direction parallel to short axis of space.

3.2 CLEANING

- A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095123



DESIGNED
DRAWN by P. YIP
CHECKED
APPROVED

REVISIONS

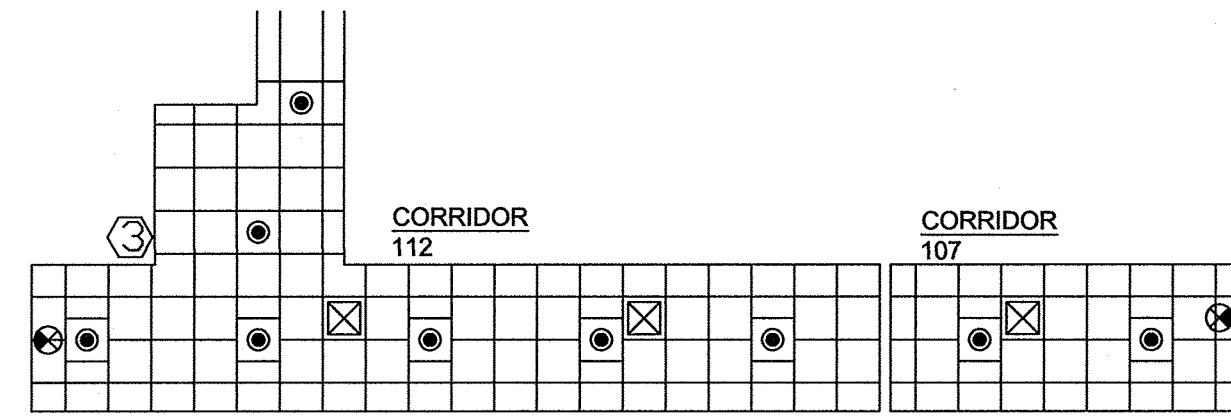
DATE

CITY OF NEWPORT NEWS
DEPARTMENT OF PUBLIC WORKS
513 OYSTER POINT ROAD NEWPORT NEWS, VA.

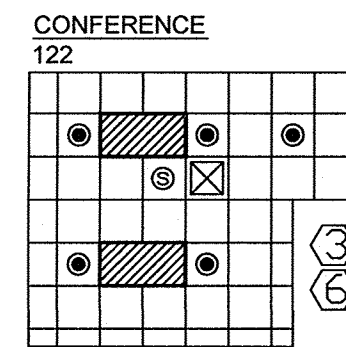
ENERGY EFFICIENCY AND CONSERVATION
FAMILY COURT - LIGHTING RETROFIT
2501 HUNTINGTON AVENUE NEWPORT NEWS, VA.

FILE NO.
DATE APRIL 12, 2010
SCALE AS NOTED

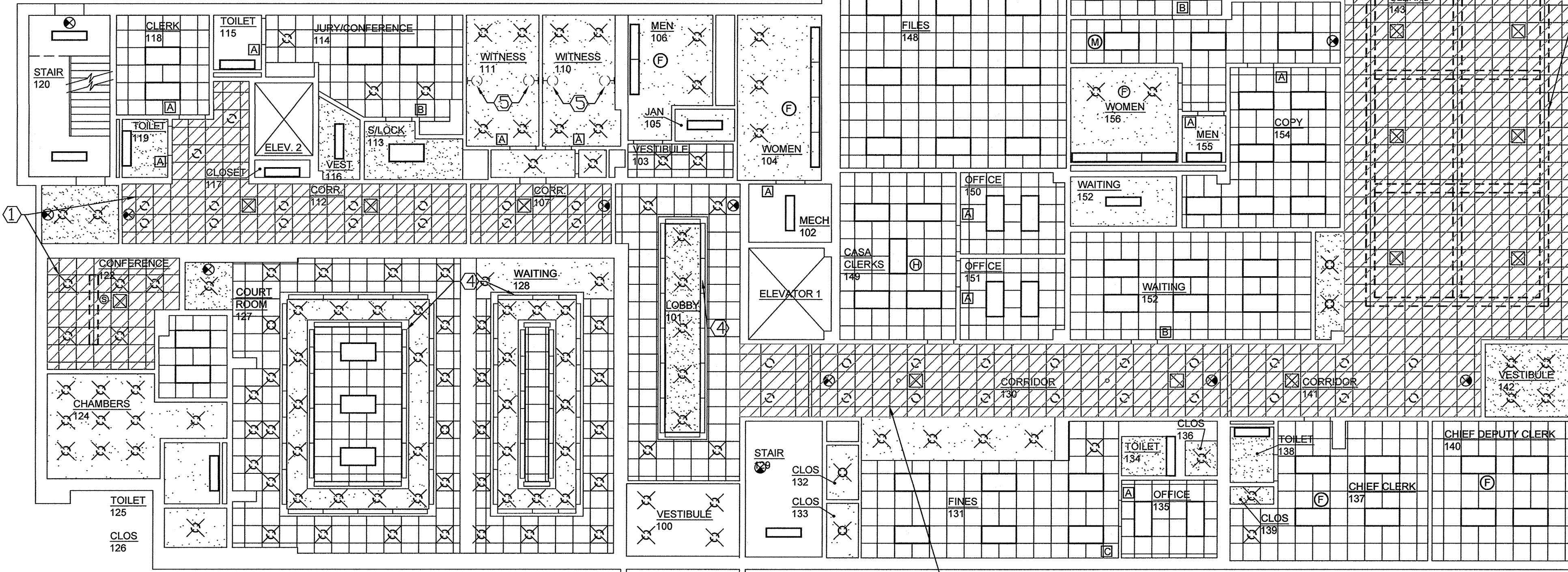
SHEET
A1
Sheet 1 of 2



NEW REFLECTED CEILING PLAN
CORRIDOR 107 & 112



NEW REFLECTED CEILING PLAN
CONFERENCE 122



FIRST FLOOR - REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

LEGEND

- EXISTING 4-LAMP LIGHT FIXTURE TO REMAIN. REPLACE BALLAST(S) AND LAMPS WITH ONE 2-LAMP ELECTRONIC BALLAST AND TWO 3278 LAMPS PER FIXTURE.
- EXISTING 1x4 LIGHT FIXTURE TO REMAIN. REPLACE BALLAST WITH ELECTRONIC BALLAST AND FLUORESCENT LAMPS WITH NEW T8.
- REMOVE, DISCONNECT PENDANT LIGHT FIXTURE. MAINTAIN CONTINUITY OF EXISTING LIGHT CIRCUIT. REPLACE EXISTING CEILING TILE WITH NEW CEILING TILE IN SUSPENDED CEILING WHERE PENDANT WAS ATTACHED.
- REMOVE EXISTING RECESSED DOWNLIGHT FIXTURE AND REPLACE WITH NEW LED DOWNLIGHT FIXTURE IN SAME LOCATION.
- REMOVE EXISTING LIGHT FIXTURE IN HATCHED AREAS. SEE NEW LIGHTING PLAN FOR LOCATION OF NEW LIGHTING FIXTURE. MAINTAIN CONTINUITY OF EXISTING LIGHT CIRCUIT. REPLACE EXISTING CEILING TILE WITH NEW CEILING TILE IN SUSPENDED CEILING.
- REMOVE EXISTING WALL SCONCE, DISCONNECT, CAP OFF AND PROVIDE PAINTABLE COVER PLATE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL EXISTING EXIT LIGHTS IN THE BUILDING, WHETHER OR NOT SHOWN ON PLAN, WITH NEW LED EXIT LIGHTS. SEE SPECIFICATIONS.
- NEW 2'x4' RECESSED FLORESCENT LIGHT FIXTURE.
- NEW RECESSED LED DOWNLIGHT IN NEW CEILING LAYOUT AREAS.
- EXISTING SUSPENDED ACOUSTIC CEILING TILE. REPLACE WITH NEW TILE AND GRID AS REQUIRED.
- EXISTING GYPSUM BOARD CEILING.
- EXISTING SPEAKER
- CEILING GRILLE-SUPPLY

NOTES THIS SHEET

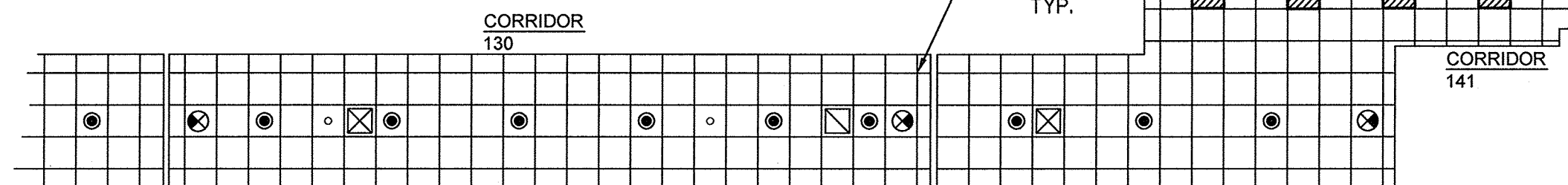
- 1 REMOVE RECESSED LIGHT FIXTURE. REUSE CEILING TILE AS MUCH AS POSSIBLE. SEE NEW PLAN FOR FIXTURE LAYOUT.
- 2 REMOVE PENDENT LIGHT FIXTURES IN DEPUTY CLERKS AREA. SEE NEW PLAN FOR FIXTURE LAYOUT. REPLACE CEILING TILES AS REQUIRED.
- 3 PROVIDE NEW CEILING GRID AND SUPPORTS AS REQUIRED FOR RELOCATION OF LIGHT FIXTURE.
- 4 LENGTH OF FLUORESCENT LAMPS VARY IN LIGHT COVE. CONTRACTOR TO VERIFY LENGTHS OF LAMPS. REPLACE WITH T8 LAMPS AND ELECTRONIC BALLASTS AS SPECIFIED.
- 5 REMOVE WALL SCONCES IN ROOM, DISCONNECT, CAP OFF AND PROVIDE PAINTABLE COVER PLATES.
- 6 REMOVE ALL EXISTING DOWN LIGHT FIXTURES. PROVIDE NEW LED DOWN LIGHT FIXTURES IN SAME PLACE OR IN LOCATION SHOWN AND CONNECT TO OCCUPANCY SENSOR, WHERE INDICATED. REPLACE CEILING TILES AS REQUIRED.

OCCUPANCY SENSOR LEGEND- PASSIVE INFRARED (PIR)

- A PIR WALL TYPE, ODS10-AI
- B MULTI-TECH WALL TYPE, OSSMT-GAI
- C MULTI-TECH WALL TYPE, OSW12-MAW W/OSP20-DAO MOUNT 12"-18" BELOW CEILING TO GET COVERAGE
- D NOT USED
- E NOT USED
- F ULTRASONIC CEILING TYPE, OSC10-UAW W/OSP20-DAO
- G ULTRASONIC CEILING TYPE, OSC20-UAW W/OSP20-DAO
- H MULTI-TECH CEILING TYPE, OSC10-MAW W/OSP20-DAO
- K NOT USED
- L MULTI-TECH CEILING TYPE, OSC05-MAW W/OSP20-DAO
- M ULTRASONIC CEILING TYPE, OSC05-UAW

GENERAL NOTES

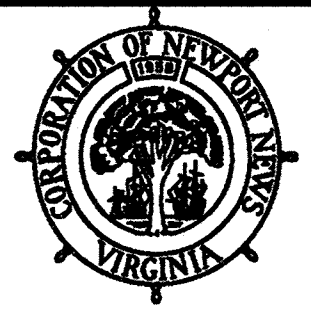
- 1 DUE TO FEDERAL FUNDING REQUIREMENTS, ALL PRODUCTS USED ON THIS PROJECT SHALL BE AMERICAN MADE. CONTRACTOR TAKES RESPONSIBILITY FOR OBTAINING AMERICAN MADE PRODUCTS. IF PRODUCTS ARE DEEMED NOT MADE IN AMERICA, CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ITEMS WITH AMERICAN MADE PRODUCTS AT HIS OWN EXPENSE. NO OVERTIME OR ADDITIONAL MATERIAL COSTS WILL BE ALLOWED TO MAKE CORRECTIONS.
- 2 SEVERAL LIGHT FIXTURES, INCLUDING COVE LIGHTING, HAVE ALREADY HAD MAGNETIC BALLASTS AND T-12 LAMPS CHANGED OUT. THIS PROJECT INCLUDES ALL LIGHT FIXTURES, BALLASTS, AND LAMPS TO BE UPGRADED REGARDLESS OF PREVIOUS CHANGEOUT.
- 3 EXISTING DIFFUSERS, GRILLES, SPEAKERS AND SMOKE DETECTORS SHALL NOT BE DISTURBED.
- 4 REFER TO SPECIFICATIONS IN PROJECT MANUAL FOR ALL NEW ITEMS.
- 5 REMOVE BALLASTS IN ALL FLUORECENT LIGHT FIXTURES AND REPLACE WITH NEW ELECTRONIC BALLASTS.
- 6 REMOVE T-8 OR T-12 FLUORESCENT LAMPS AND REPLACE WITH NEW T-8 LAMPS. THIS INCLUDES LAMPS IN COVE LIGHTING AS WELL AS IN FIXTURES.
- 7 REMOVE ALL RECESSED DOWNLIGHTS AND REPLACE WITH NEW LED DOWNLIGHTS. PROVIDE SUPPORTS AS REQUIRED.
- 8 REMOVE ALL EXIT LIGHT SIGNS AND REPLACE WITH NEW LED EXIT LIGHTS.
- 9 IN SHADED AREAS ON CEILING PLAN, NEW LAYOUT OF LIGHT FIXTURES IS REQUIRED. REFER TO NEW CILING PLAN FOR THESE AREAS TO LOCATE NEW LIGHT FIXTURES. MODIFY OR REPLACE CEILING TILES AS REQUIRED FOR WORK.
- 10 OCCUPANCY SENSORS ARE REQUIRED, SEE PLAN FOR LOCATIONS. INSTALL PER MANUFACTURER'S INSTRUCTIONS. COLOR IVORY



NEW REFLECTED CEILING PLAN
CORRIDOR 130, CORRIDOR 131, & DEPUTY CLERKS 143 & 112

APPROVED: DATE: 10/19/10
BRUCE D. WOBSE, VA. LICENSE #14666
ARCHITECT III, DEPARTMENT OF ENGINEERING

APPROVED: DATE: 10/18/10
EVERETT P. SKIPPER, P.E., B.C.E.E.
DIRECTOR, DEPARTMENT OF ENGINEERING



DESIGNED BY P. YIP
 DRAWN BY P. YIP
 CHECKED
 APPROVED

REVISIONS
 DATE

CITY OF NEWPORT NEWS
 DEPARTMENT OF PUBLIC WORKS
 513 OYSTER POINT ROAD NEWPORT NEWS, VA

JOB TITLE
 ENERGY EFFICIENCY AND CONSERVATION
 FAMILY COURT - LIGHTING RETROFIT
 2501 HUNTINGTON AVENUE NEWPORT NEWS, VA

FILE NO.
 DATE APRIL 12, 2010
 SCALE AS NOTED

SHEET
A2
 Sheet 2 of 2

LEGEND

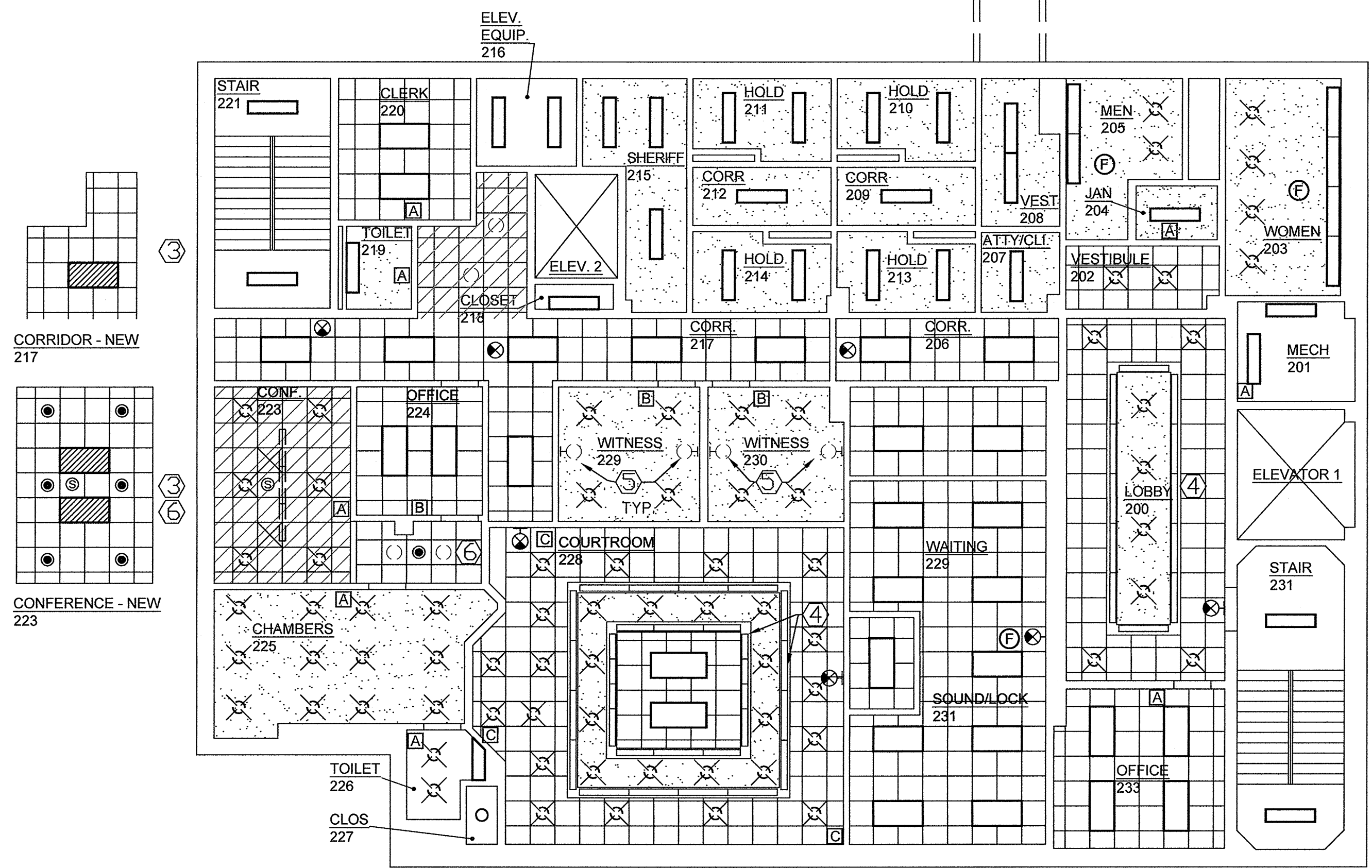
- EXISTING 4-LAMP LIGHT FIXTURE TO REMAIN. REPLACE BALLAST(S) AND LAMPS WITH ONE 2-LAMP ELECTRONIC BALLAST AND TWO 32T8 LAMPS PER FIXTURE.
- EXISTING 1X4 LIGHT FIXTURE TO REMAIN. REPLACE BALLAST WITH ELECTRONIC BALLAST AND FLUORESCENT LAMPS WITH NEW T8.
- REMOVE, DISCONNECT PENDANT LIGHT FIXTURE. MAINTAIN CONTINUITY OF EXISTING LIGHT CIRCUIT. REPLACE EXISTING CEILING TILE WITH NEW CEILING TILE IN SUSPENDED CEILING WHERE PENDANT WAS ATTACHED.
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- NEW RECESSED LED DOWNLIGHT IN NEW CEILING LAYOUT AREAS.
- EXISTING SUSPENDED ACOUSTIC CEILING TILE. REPLACE WITH NEW TILE AND GRID AS REQUIRED.
- EXISTING GYPSUM BOARD CEILING.
- EXISTING SPEAKER
- CEILING GRILLE-SUPPLY

NOTES THIS SHEET

- 1 REMOVE RECESSED LIGHT FIXTURE. REUSE CEILING TILE AS MUCH AS POSSIBLE. SEE NEW PLAN FOR FIXTURE LAYOUT.
 - 2 REMOVE PENDENT LIGHT FIXTURES IN DEPUTY CLERKS AREA. SEE NEW PLAN FOR FIXTURE LAYOUT. REPLACE CEILING TILES AS REQUIRED.
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- OCCUPANCY SENSOR LEGEND- PASSIVE INFRARED (PIR)**
- A PIR WALL TYPE, ODS10-IAI
 - B MULTI-TECH WALL TYPE, OSSMT-GAI
 - C MULTI-TECH WALL TYPE, OSW12-MAW W/OSP20-DAO MOUNT 12"-18" BELOW CEILING TO GET COVERAGE
 - D NOT USED
 - E NOT USED
 - F ULTRASONIC CEILING TYPE, OSC10-UAW W/OSP20-DAO
 - G ULTRASONIC CEILING TYPE, OSC20-UAW W/OSP20-DAO
 - H MULTI-TECH CEILING TYPE, OSC10-MAW W/OSP20-DAO
 - K NOT USED
 - L MULTI-TECH CEILING TYPE, OSC05-MAW W/OSP20-DAO
 - M ULTRASONIC CEILING TYPE, OSC05-UAW

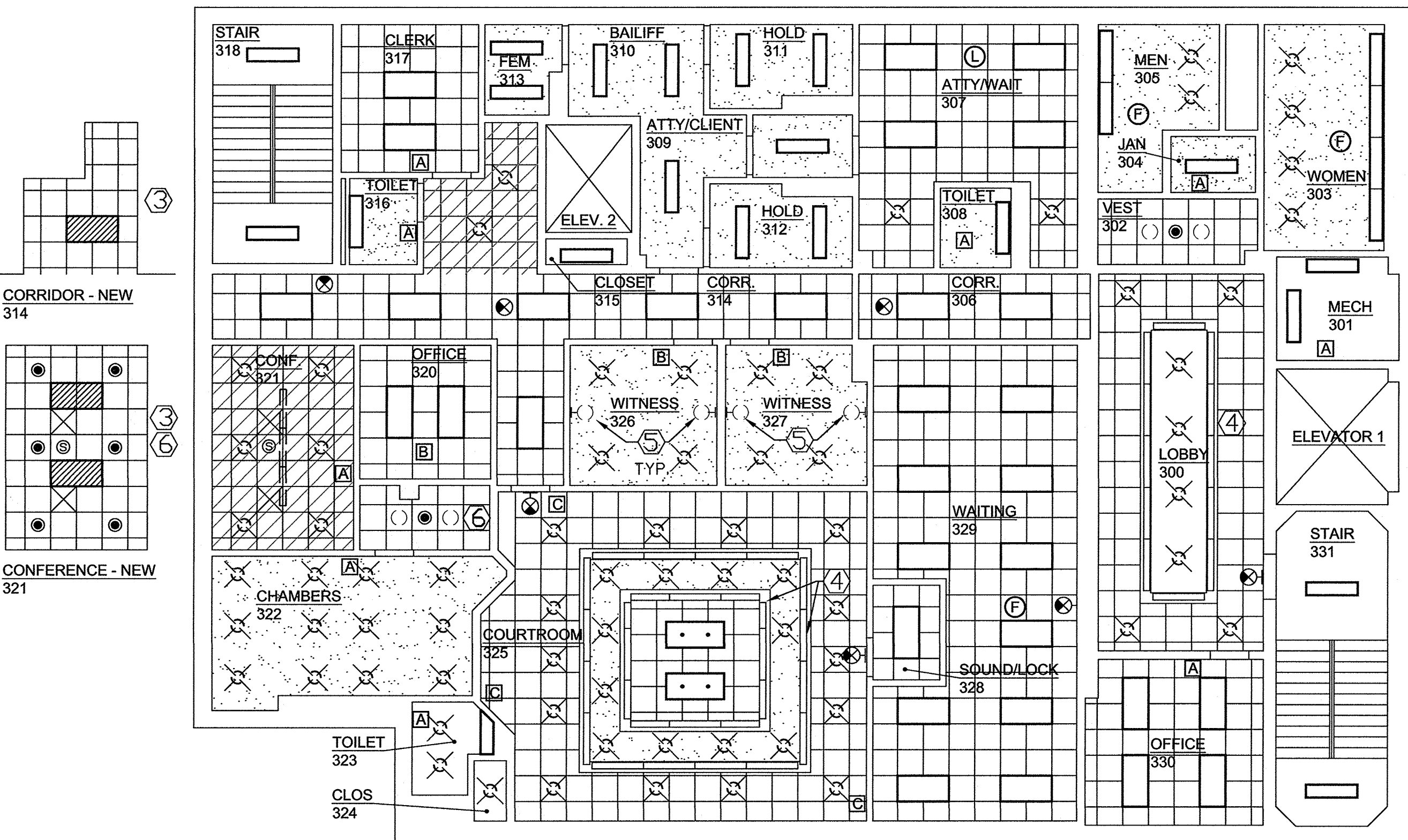
GENERAL NOTES

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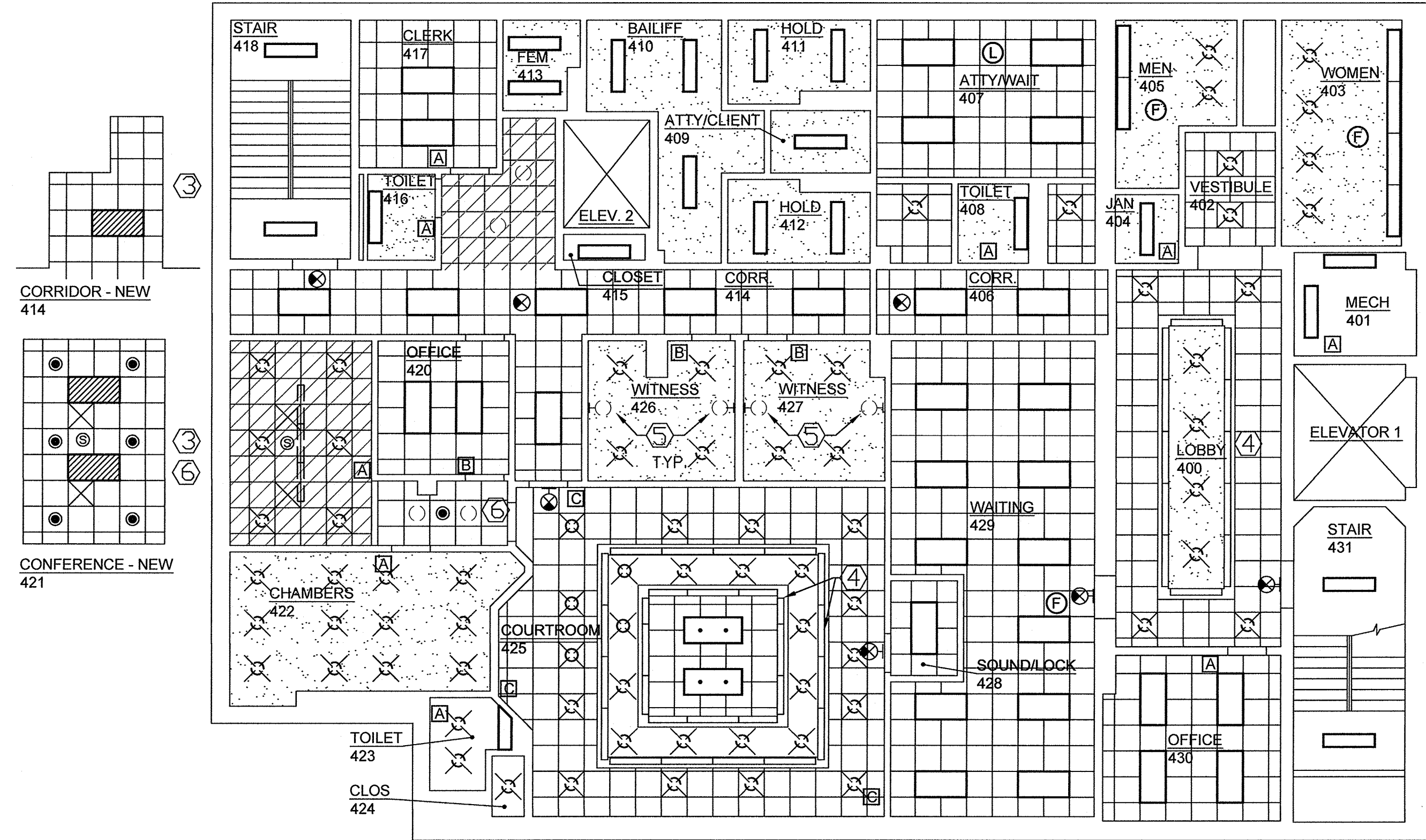
SECOND FLOOR - REFLECTED CEILING PLAN

SCALE: 1/8" = 1' - 0"



THIRD FLOOR - REFLECTED CEILING PLAN

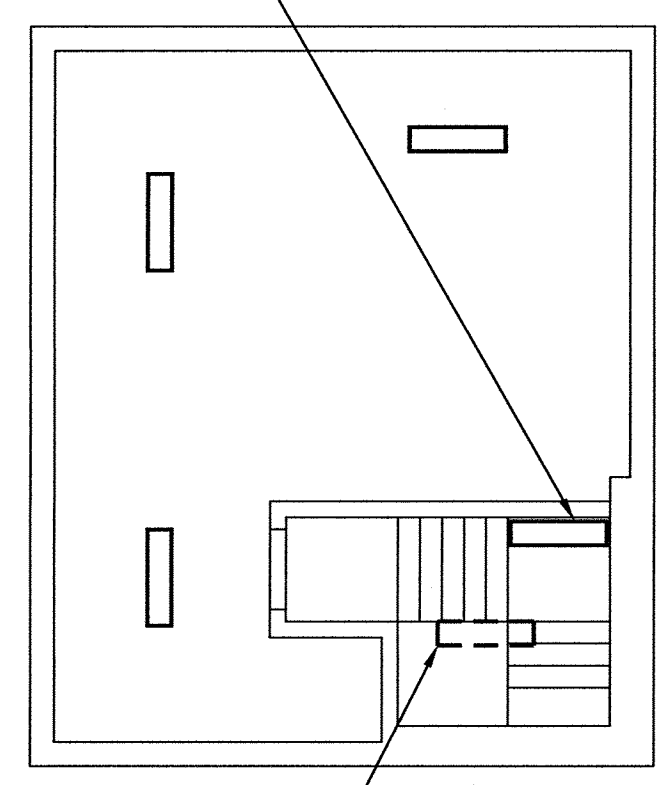
SCALE: 1/8" = 1' - 0"



FOURTH FLOOR - REFLECTED CEILING PLAN

SCALE: 1/8" = 1' - 0"

PROVIDE NEW WALL MOUNTED 1X4, 2-LAMP FIXTURE ACCESSIBLE FROM LANDING AT 7'-0" AFF. BASIS OF DESIGN: LITHONIA CS 2 32 WT8 277, OR EQUAL.



PENTHOUSE - REFLECTED CEILING PLAN

SCALE: 1/8" = 1' - 0"