

CONSTRUCTION DOCUMENTS

general construction
volume

1

divisions 0 thru 48

Intermountain Salt Lake Clinic – Flooring and Paint

389 SOUTH 900 EAST | SALT LAKE CITY, UTAH

OWNER

Intermountain Healthcare
36 S State Street, 23rd Floor | Salt Lake City, Utah

DATE

22 April 2022



PROJECT MANUAL

524 South 600 East | Salt Lake City, UT 84102 | 801.575.8800 t | 801.531.9850 f | vcbo.com

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SECTION 00 5200

OWNER/CONTRACTOR AGREEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. AIA Document A101 '**Standard Form of Agreement for Construction between the Owner and General Contractor**' where the basis of payment is a STIPULATED SUM, will *presumably* be used on this project. A copy may be obtained from the Architect for the cost of reproduction.
- B. **The Owner reserves the right** to use a contract form of their own creation.

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SECTION 00 5433

ELECTRONIC DATA PROTOCOL EXHIBIT

PART 1 - GENERAL

1.1 AGREEMENT CONCERNING DRAWING FILES ON ELECTRONIC MEDIA

- A. The electronic files will be distributed from the Architect to the Construction Manager/General Contractor only once the following form has been signed. It will be the General Contractor's responsibility to control distribution.
- B. Valentiner Crane Brunjes Onyon Architects, L.L.C. (the Architect) does not assume any responsibility for the accuracy of the information contained in these drawing files. Any and all users are aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed and sealed hard-copy construction documents prepared by the Architect and the electronic files, the signed or sealed hard-copy construction documents shall govern.
- C. Any and all users who may obtain these drawings **from the Construction Manager/General Contractor** under this agreement, including but not limited to, subcontractors, vendors, suppliers etc., agree to indemnify and hold harmless the Architect, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Architect or from any transfer or reuse of the electronic files including data contained in the files without the prior written consent of the Architect.
- D. Building Information Model (BIM) drawing files will be made available to the Construction Manager/General Contractor and its subcontractors for the purposes of preparing submittals for their portion of the work **only** after the "Agreement Concerning Drawing Files on Electronic Media" has been signed by the Construction Manager/General Contractor.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

AGREEMENT CONCERNING DRAWING FILES ON ELECTRONIC MEDIA

Valentiner Crane Brunjes Onyon Architects, L.L.C. (the Architect) does not assume any responsibility for the accuracy of the information contained in these digital models. Any and all users are aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed and sealed hard-copy construction documents prepared by the Architect and the electronic files, the signed or sealed hard-copy construction documents shall govern.

Any and all users who may obtain these digital models from the Construction Manager/General Contractor under this agreement, including but not limited to; subcontractors, vendors, suppliers etc., agree to indemnify and hold harmless the Architect, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any changes made by anyone other than the Architect or from any transfer or reuse of the electronic files without the prior written consent of the Architect.

Under no circumstances shall delivery of the electronic digital models be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for any loss of profit or any consequential damages as a result of the use or reuse of the electronic files.

The digital Building Information Models provided will contain information as provided on construction documents. The user shall remove all notes, text, detail cuts and member designations from the electronic file prior to use. If used as submittal documents, submittals will be rejected as non-compliant. The drawing files provided by VCBO may not be reproduced or distributed to individuals outside the company or collective organization signing this agreement.

LIST OF DRAWINGS:

Project Name: **Intermountain Salt Lake Clinic Flooring and Painting**
VCBO Project # **21650**

List of Revit Models: **Architectural**

ACCEPTANCE OF TERMS, CONDITIONS & LIMITATIONS:

Name of Company/Contractor

Signature of Company/Contractor
Representative

Printed Name of Individual Signing

Position/Title

Date

This agreement must be signed and returned to VCBO prior to release of any electronic document.

SECTION 00 6000

BONDS, CERTIFICATES AND OWNER DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The following documents are incorporated by reference; copies may be obtained from Intermountain Healthcare or the Architect for the cost of reproduction, if necessary. Electronic copies of the Intermountain Healthcare Documents can be obtained by contacting the Intermountain Healthcare Project Manager.
1. Intermountain Healthcare Document – **'Application and Certificate for Payment'**
 2. Intermountain Healthcare Document – **'Application and Certificate for Payment – Continuation Sheet'**
 3. Intermountain Healthcare Document – **'Change Order' (CO)**
 4. Intermountain Healthcare Document – **'Proposed Change Order' (PCO)**
 5. Intermountain Healthcare Document – **'A/E Supplement Instructions' (ASI)**
 6. Intermountain Healthcare Document – **'Proposal Request' (PR)**
 7. Intermountain Healthcare Document – **'Construction Change Directive' (CCD)**
 8. Intermountain Healthcare Document – **'Request for Information' (RFI)**
 9. AIA Document G704 – **'Certificate of Substantial Completion'**
 10. AIA Document G707 – **'Consent of Surety to Final Payment'** (if required)
 11. AIA Document G707A – **'Consent of Surety to Reduction in or Partial Release of Retainage'** (if required)
 12. AIA Document A312 – **'Payment Bond'** (if required)
 13. AIA Document A312 – **'Performance Bond'** (if required)

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SECTION 00 6276.13

SALES TAX FORM

PART 1 - GENERAL

1.1 SUMMARY

- A. Construction materials purchased by or on behalf of **Intermountain Healthcare** *may be* exempt from Utah sales and use taxes. Tax Exempt **Form TC-721** must be used by vendors when purchasing construction materials for **Intermountain Healthcare** projects. A copy of Form TC-721, with the Owner's pertinent tax information, follows this cover page.

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Utah State Tax Commission • 210 N 1950 W • Salt Lake City, UT 84137

Exemption Certificate
(Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
Rev. 11/18

Name of business or institution claiming exemption (purchaser) IHC Health Services, Inc.		Telephone number 801.442.2000	
Street address 36 South State Street, Suite 2200	City Salt Lake City	State UT	ZIP Code 84111
Authorized signature 	Name (please print) Brian Deppe	Title Corporate Tax Director	
Name of Seller or Supplier:		Date	
Sales Tax License Number: 11990296-013-STC		Required for all exemptions marked with an asterisk (*)	

The signer of this certificate MUST check the box showing the basis for which the exemption is being claimed.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

Resale or Re-lease

I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

Religious or Charitable Institution

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

Construction Materials Purchased for Religious and Charitable Organizations

I certify the construction materials are purchased on behalf of a religious or charitable organization and that they will be installed or converted into real property owned by the religious or charitable organization.
Name of religious or charitable organization: _____

Name of project: _____

Fuels, Gas, Electricity

I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes.

Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in a Manufacturing Facility, Mining Activity, Web Search Portal or Medical Laboratory

I certify the machinery and equipment, normal operating repair or replacement parts, or materials (except office equipment or office supplies) are for use in a Utah manufacturing facility described in SIC Codes 2000-3999 or a NAICS code within NAICS Sector 31-33; in a qualifying scrap recycling operation; in a co-generation facility placed in service on or after May 1, 2006; in the operation of a Web search portal by a new or expanding business described in NAICS Code 518112; in a medical laboratory described in NAICS Code 621511; or in a business described in NAICS 212, Mining (except Oil and Gas), or NAICS 213113, Support Activities for Coal Mining, NAICS 213114, Support Activities for Metal Mining, or NAICS 213115, Support Activities for Nonmetallic Minerals (except Fuels) Mining. For a definition of exempt mining equipment, see Utah Code §59-12-104(14).

Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in an Electronic Payment Service

I certify the machinery and equipment and normal operating repair or replacement parts have an economic life of three years or more and are for use in the operation of an electronic payment service described in NAICS Code 522320.

Machinery or Equipment Used by Payers of Admissions or User Fees

I certify that: (1) the machinery or equipment has an economic life of three or more years and will be used by payers of admissions or user fees (Utah Code §59-12-103(1)(f)); (2) the buyer is in the amusement, gambling or recreation industry (NAICS Subsector 713); and (3) at least 51 percent of the buyer's sales revenue for the previous calendar quarter came from admissions or user fees.

Refinery Machinery, Equipment and Normal Repair or Replacement Parts

I certify the machinery, equipment, normal operating repair parts, catalysts, chemicals, reagents, solutions or supplies are for the use of a refiner who owns, leases, controls or supervises a refinery (see Utah Code §63M-4-701) located in Utah.

Pollution Control Facility

I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

Municipal Energy

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

Short-term Lodging Consumables

I certify the tangible personal property is consumable items purchased by a lodging provider as described in Utah Code §59-12-103(1)(i).

Direct Mail

I certify I will report and pay the sales tax for direct mail purchases on my next Utah *Sales and Use Tax Return*.

Commercial Airlines

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

Commercials, Films, Audio and Video Tapes

I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

Alternative Energy

I certify the tangible personal property meets the requirements of Utah Code §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.

Locomotive Fuel

I certify this fuel will be used by a railroad in a locomotive engine.

Research and Development of Alternative Energy Technology

I certify the tangible personal property purchased will be used in research and development of alternative energy technology.

Life Science Research and Development Facility

I certify that: (1) the machinery, equipment and normal operating repair or replacement parts purchased have an economic life of three or more years for use in performing qualified research in Utah; or (2) construction materials purchased are for use in the construction of a new or expanding life science research and development facility in Utah.

Mailing Lists

I certify the printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.

Semiconductor Fabricating, Processing or Research and Development Material

I certify the fabricating, processing, or research and development materials purchased are for use in research or development, manufacturing, or fabricating of semiconductors.

Telecommunications Equipment, Machinery or Software

I certify these purchases or leases of equipment, machinery, or software, by or on behalf of a telephone service provider, have a useful economic life of one or more years and will be used to enable or facilitate telecommunications; to provide 911 service; to maintain or repair telecommunications equipment; to switch or route telecommunications service; or for sending, receiving, or transporting telecommunications service.

Ski Resort

I certify the snow-making equipment, ski slope grooming equipment or passenger rope-ways purchased are to be paid directly with funds from the ski resort noted on the front of this form.

Aircraft Maintenance, Repair and Overhaul Provider

I certify these sales are to or by an aircraft maintenance, repair and overhaul provider for the use in the maintenance, repair, overhaul or refurbishment in Utah of a fixed-wing, turbine-powered aircraft that is registered or licensed in a state or country outside Utah.

Leasebacks

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

Film, Television, Radio

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

Prosthetic Devices

I certify the prosthetic device(s) is prescribed by a licensed physician for human use to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)

Out-of-State Construction Materials

I certify this tangible personal property, of which I am taking possession in Utah, will be taken out-of-state and will become part of real property located in a state that does not have sales tax, is taxed at a lower rate, or does not allow credit for tax paid to Utah. I will report the tax on my next Utah return at the lower of the Utah rate where the tangible personal property was purchased or the rate of the location where the tangible personal property is converted to real property in the other state if the other state allows a credit for tax paid to Utah.

Agricultural Producer

I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. **This exemption does not apply to vehicles required to be registered.**

Tourism/Motor Vehicle Rental

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

Textbooks for Higher Education

I certify that textbooks purchased are required for a higher education course, for which I am enrolled at an institution of higher education, and qualify for this exemption. An institution of higher education means: the University of Utah, Utah State University, Utah State University Eastern, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, Salt Lake Community College, or the Utah System of Technical Colleges.

* Purchaser must provide sales tax license number in the header on page 1.

NOTE TO PURCHASER: You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

Questions? Email taxmaster@utah.gov, or call 801-297-2200 or 1-800-662-4335.

SECTION 00 7200
GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. **INTERMOUNTAIN HEALTHCARE GENERAL CONDITIONS of the Contract for Construction** follows this page. Where any part of the General Conditions is modified, the unaltered provisions shall remain in effect. An electronic copy may be obtained from Intermountain Healthcare's Project Manager.

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GENERAL CONDITIONS

1. General Provisions
2. Intermountain
3. A/E
4. Contractor
5. Subcontractors
6. Protection of Persons and Property
7. Modifications, Request for Information, Proposed Change Orders, and Claims Process
8. Payments and Completion
9. Tests and Inspections, Substantial and Final Completion, Uncovering, Correction of Work, and Guaranty Period
10. Insurance and Bonds
11. Miscellaneous Provisions
12. Termination or Suspension of the Contract

1. GENERAL PROVISIONS.

1.1 Basic Definitions.

“Adverse Weather”: Weather conditions that are seasonably abnormal and could not reasonably have been anticipated.

“A/E”: Generally, the licensed architect (or architecture firm) or engineer (or engineering firm) for the Project. For Contracts where the design professional is an interior designer, landscape subconsultant or other design professional, “A/E” will be deemed to refer to that design professional. If the type of design professional is not subject to professional licensure requirements, the professional must meet the prevailing standards in the State in which the Project is located for the applicable practice. When Intermountain elects not to engage an A/E for a Project, Intermountain will be considered the A/E for the Project.

“A/E’s Agreement”: Unless the context requires otherwise, the agreement executed by A/E and Intermountain for the Project.

“Addenda”: Written or graphic instruments issued before the opening of Bids, which clarify, correct or change the bidding documents or the Contract Documents.

“ASI”: A Supplemental Instruction issued by A/E to Contractor, which may result in clarifications or minor changes in the Work, but which does not affect the Contract Time or the Contract Sum.

“Bid”: The offer of the bidder submitted on the prescribed form setting forth the proposed stipulated sum for the Work to be performed.

“Bonds”: The bid bond, payment and performance bonds, and other instruments of security.

“Change Order”: A written instrument signed by Intermountain and Contractor, stating their agreement for changes to the Contract as specified on the required Intermountain change order form.

“Claim”: A dispute, demand, assertion or other matter arising in connection with the Contract or the Project submitted by Contractor or a Subcontractor at any tier in accordance with these General Conditions. A requested amendment, requested Change Order, or a Construction Change Directive (CCD) is not a Claim unless agreement cannot be reached in accordance with the procedures in these General Conditions.

“Construction Change Directive” or “CCD”: A written order signed by Intermountain, directing a change in the Work, and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. Intermountain may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions; even if it may impact the Contract Sum and Contract Time.

“Contract”: The Contract Documents form the Contract for Construction.

“Contract Documents”: The documents identified as such in the Contractor’s Agreement.

“Contract Sum”: The amount stated in the Contractor’s Agreement payable by Intermountain to Contractor for performance of the Work under the Contract Documents.

“Contract Time”: The Contract Time means the period of time for Contractor’s Substantial Completion of the Work to be established as set forth in the Contractor’s Agreement.

“Contractor”: The person or entity identified as the “Contractor” in the Contractor’s Agreement.

“Contractor’s Agreement”: The “Contractor’s Agreement” means the Construction Manager/General Contractor Agreement or the General Contractor Agreement for a Stipulated Sum, as applicable, executed by Contractor and Intermountain for the Project.

“Contractor’s Direct Costs”: Actual costs incurred by the Contractor for labor, materials, equipment, insurance, bonds, Subcontractors and on-site supervision. They do not include labor costs for project managers or other off-site administration.

“Day” or “Days”: Calendar day unless otherwise specified.

“Defective”: Work that does not conform to the Contract Documents or does not meet the requirements of any inspection, referenced standard, code, test or approval referred to in the Contract Documents or by applicable law, or has been damaged.

“Director”: Intermountain’s Executive Director of Design & Construction unless the context requires otherwise. Director may include a designee selected by the Director for a specific function.

“Drawings”: The construction drawings identified in the Contractor’s Agreement.

“Intermountain”: IHC Health Services, Inc., operating through its Department of Facility Design and Construction. Unless the context requires otherwise, Intermountain is the “Owner” as that term is commonly referred to in the construction industry.

“Intermountain Representative” or “Owner’s Representative”: The person identified as such in the Contract Documents.

“Inspection” (or any derivative): A review of the Project, including but not limited to a visual review of the Work to ascertain if the Work is in accordance with the Contract Documents, including all applicable building codes and construction standards.

“Invitation to Bid”: Intermountain’s solicitation or request to a contractor to provide a Bid.

“Modification”: (1) Change Order, (2) Construction Change Directive, or (3) ASI.

“Notice to Proceed”: A document prepared by Intermountain authorizing Contractor to commence Work on the Project. It is deemed issued upon delivery to Contractor or upon being sent by Intermountain to the address for Contractor’s specified in the Bid or Proposal.

“Partial Use”: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work. Partial Use does not constitute “substantial completion.”

“Product Data”: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

“Project”: Generally identified and defined in the Contractor’s Agreement and Contract Documents. It includes all of the Work to be performed under the Contract Documents.

“Project Manual” (for construction): The volume of assembled Specifications for the Work, which may include the bidding/proposal requirements, sample forms, and General or Supplementary Conditions of the Contract.

“Proposal”: A/E’s or Contractor’s response to Intermountain’s Request for Proposal.

“Proposal Request” or **“PR”**: A written request submitted to Contractor for a proposal to resolve an issue as part of the Change Order or Contract Modification process.

“Proposed Change Order” or **“PCO”**: An informal request by Contractor to Intermountain Representative to commence the Contract Modification Process. It will not be considered a “Claim.” The PCO may be related to any potential or actual delay, disruption, unforeseen condition or materials or any other matter for which Contractor intends to seek additional monies or time.

“Request for Information” or **“RFI”**: A request by Contractor to A/E for information, direction or clarification regarding the Contract Documents, plans or specifications.

“Request for Proposal” or **“RFP”**: Intermountain’s solicitation for Contractor Proposals.

“Sales Tax” and/or **“Use Tax”**: Unless the context requires otherwise, the sales tax or use tax collected or to be collected by any Federal or State Tax Commission as well as by any special district, local government or political subdivision.

“Samples”: Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Shop Drawings”: Drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Specifications”: The portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, installation and workmanship for the Work, and for performance of related systems and services.

“Subcontractor”: Any person or entity that has a direct contract with Contractor, including any trade contractor or specialty contractor, and/or with any other Subcontractor at any tier to provide labor or materials for the Work.

“Subcontractor’s Direct Costs”: Actual costs incurred by a Subcontractor for labor, materials, equipment, insurance, bonds, lower-tier Subcontractors and supervision.

“Substantial Completion”: Completion of the Work or designated portion thereof in accordance with the Contract Documents to a point sufficient to allow Intermountain to occupy and use the Work for its intended purposes, including without limitation all systems shall be fully functional and operate as designed, and the A/E’s certification that Contractor has achieved Substantial Completion of the Work. The date of Substantial Completion is the date certified as such by the A/E in accordance with the Contract Documents.

“Work”: All labor, materials, tools, equipment, construction and services required by the Contract Documents.

1.2 Correlation and Intent of Contract Documents.

- 1.2.1 The intent of the Contract Documents is to require Contractor to provide all labor, materials, equipment, construction, and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary and what is required by any one will be as binding as if required by all. Contractor will perform the Work in accordance with the requirements expressly set forth in or reasonably inferable from the Contract Documents.
- 1.2.2 The organization of the Contract Documents is not intended to control Contractor in dividing the Work among Subcontractors or to establish the extent of the Work to be performed by any trade.
- 1.2.3 Words used in the Contract Documents that have well known technical or trade meanings are used therein in accordance with such recognized meanings.

1.2.4 In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 Ownership and Use of Contract Documents. The Drawings, the Project Manual, and copies thereof are the property of Intermountain. Contractor will not use these documents on any other project. Contractor may retain one copy of the Drawings and the Project Manual as a contract record set and will return or destroy all remaining copies following final completion of the Work.

1.4 Public Statements Regarding Project. Contractor will not make any statements or provide any information to the media about the Project without the prior written consent of Intermountain. If Contractor receives any requests for information from media, Contractor will refer such requests to Intermountain.

1.5 Ownership and Use of Renderings and Photographs. Renderings representing the Work are the property of Intermountain. All photographs of the Work, whether taken during performance of the Work or at completion, are the property of Intermountain. Intermountain reserves all rights including copyrights to renderings and photographs of the Work. No renderings or photographs will be used or distributed without written consent of Intermountain.

1.6 Confidentiality / Property Rights.

1.6.1 All Drawings, Specifications and other documents prepared by A/E are and will remain the property of Intermountain, and Intermountain will retain all common law, statutory and other reserved rights with respect thereto. These documents were prepared and are intended for use as an integrated set for the Project which is the subject of the Contractor's Agreement and constitute works made for hire. Contractor will not modify or use Contract Documents on any other project without the prior written consent of Intermountain. Intermountain may withhold its consent in its absolute discretion. Any non-permissive use or modification, by Contractor, Contractor's Subcontractors at any tier or anyone for whose acts Contractor is liable, will be at Contractor's sole risk. Contractor will hold harmless and indemnify Intermountain from and against any and all claims, actions, suits, costs, damages, loss, expenses and attorney fees arising out of such non-permissive use or modification by Contractor. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by A/E or Intermountain appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license will bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by A/E or Intermountain. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of Intermountain's copyright or other reserved rights.

1.6.2 In addition, Contractor will ensure that Contractor, Subcontractors, and the employees, agents and representatives of Contractor and its Subcontractors maintain in strict confidence, and will use and disclose only as authorized by Intermountain all Confidential Information of Intermountain that Contractor receives in connection with the performance of the Contract. Notwithstanding the foregoing, Contractor may use and disclose any information to the extent required by an order of any court or authority having jurisdiction, but only after it has notified Intermountain and Intermountain has had an opportunity to obtain reasonable protection for such information in connection with such disclosure. For purposes of the Contract, "Confidential Information" means:

1.6.3 The name or address of any affiliate, customer or contractor of Intermountain or any information concerning the transactions of any such person with Intermountain;

1.6.4 Any information relating to contracts, agreements, business plans, budgets or other financial information of Intermountain to the extent such information has not been made available to the public by Intermountain; and

- 1.6.5 Any other information that is marked or noted as confidential by Intermountain at the time of its disclosure.

1.7 Comply with Intellectual Property Rights of Others. Contractor represents and warrants that no Work (with its means, methods, goods, and services attendant thereto), provided to Intermountain will infringe or violate any right of any third party and that Intermountain may use and exploit such Work, means, methods, goods, and services without liability or obligation to any person or entity (specifically and without limitation, such Work, means, methods, goods, and services will not violate rights under any patent, copyright, trademark, or other intellectual property right or application for the same).

2. INTERMOUNTAIN.

2.1 Information and Services Required of Intermountain.

- 2.1.1 Intermountain Representative. Intermountain will designate an Intermountain Representative authorized to act in Intermountain's behalf with respect to the Project. Intermountain or such authorized representative will furnish to Contractor information or services Intermountain is required to furnish under the Contract Documents within a reasonable time in order to avoid a delay in the orderly and sequential progress of the Work.
- 2.1.2 Specialists and Inspectors. Intermountain reserves the right (but without obligation to provide building inspection services. This may include 'routine' and 'special' inspections. Intermountain may assign an inspector or specialist to note deviations from, or necessary adjustments to, the Contract Documents or to report deficiencies or defects in the Work. The inspector or specialist's activities in no way relieve Contractor of the responsibilities set forth in the Contract Documents.
- 2.1.3 Inspections. Intermountain and its representatives will have the right to inspect any portion of the Work wherever located at any time.
- 2.1.4 Surveys and Legal Description. Intermountain will furnish surveys describing the property lines and benchmarks for grading. Contractor will review this information, including the surveys and any provided geotechnical studies, and compare such information with observable physical conditions and the Contract Documents.
- 2.1.5 Prompt Information and Services. Upon receipt of a written request from Contractor, Intermountain will furnish information or services under Intermountain's control with reasonable promptness to avoid delay in the orderly progress of the Work.
- 2.1.6 Copies of Drawings and Project Manuals (for Construction). Unless otherwise provided in the Contract Documents, Contractor will be furnished electronic copies of Drawings and Project Manuals for Contractor's use in connection with the execution of the Work for the Project. Contractor will be responsible for making any further needed copies of the Construction Documents, subject to the copyright requirements.

2.2 Construction by Intermountain or By Separate Contractors.

- 2.2.1 Intermountain's Right to Perform Construction and to Award Separate Contracts.
- a. *In General.* Intermountain reserves the right to perform construction or operations related to the Project with Intermountain's own forces, and to award separate contracts related to the Project or other construction or operations on the site.
 - b. *Coordination and Revisions.* Intermountain will provide for coordination of the activities of Intermountain's own forces and of each separate contractor with the Work of Contractor, who will cooperate with them. Contractor will promptly notify in writing if any such independent action will in any way compromise Contractor's ability to meet Contractor's responsibilities under the Contract. Contractor will participate with other separate contractors and Intermountain in reviewing their construction schedules when directed to do so. Contractor will make any revisions to the construction schedule and Contract Sum deemed necessary after a

joint review and agreement by Intermountain. The construction schedules will then constitute the schedules to be used by Contractor, separate contractors and Intermountain until subsequently revised.

2.2.2 Mutual Responsibility.

- a. *Contractor Coordination.* Contractor will afford Intermountain and separate contractor(s) a reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities and will connect and coordinate Contractor's construction and operations with theirs where applicable.
- b. *Reporting Problems to Intermountain.* If part of Contractor's Work depends on work by Intermountain or a separate contractor, Contractor will, before proceeding with that portion of the Work, inspect and promptly report in writing to Intermountain apparent discrepancies or defects in workmanship that would render it unsuitable for proper execution, performance, or results. Failure of Contractor to so inspect and make this report will constitute an acceptance and acknowledgment that Intermountain's or separate contractors completed or partially completed construction is fit and proper to receive Contractor's Work, except as to defects in workmanship not then reasonably discoverable.
- c. *Costs.* Costs caused by delays or by improperly timed activities or Defective construction will be borne by the responsible party in accordance with the procedures and provisions of the Contract Documents.
- d. *Contractor Remedial Work.* Contractor will promptly remedy damage caused by Contractor or any Subcontractor to completed or partially completed work of Intermountain or of separate contractors or to the property of Intermountain or separate contractors and subcontractors.
- e. *Intermountain's Right to Clean Up.* If a dispute arises among Contractor and separate contractors as to the responsibility under their separate contracts for maintaining the Project free from waste materials and rubbish, Intermountain may clean the Project, allocate the cost among those responsible as Intermountain and A/E determine to be just, and withhold such cost from any amounts due or to become due to Contractor.

3. A/E.

3.1 A/E's Administration of the Contract.

- 3.1.1 In General. A/E assists Intermountain with the administration of the Contract as described in the Contract Documents.
- 3.1.2 Site Visits. Site visits or inspections by A/E, Intermountain or any Intermountain representative will in no way limit or affect Contractor's responsibility to comply with all the requirements and the overall design concept of the Contract Documents as well as all applicable laws, statutes, ordinances, resolutions, codes, rules, regulations, orders and decrees. A/E will promptly submit to Intermountain a written report subsequent to each site visit.
- 3.1.3 Communications Facilitating Contract Administration. Except as authorized by Intermountain or as otherwise provided in the Contract Documents, including these General Conditions, A/E and Contractor will communicate through the Intermountain Representative on issues regarding the timing of the Work, cost of the Work, and scope of the Work. Contractor will comply with communication policies agreed upon at any pre-construction meeting with Intermountain. Communications by and with A/E sub-consultants will be through A/E. Communications by and with Subcontractors will be through Contractor. Communications by and with separate contractors will be through Intermountain.
- 3.1.4 A/E May Reject Work, Order Inspection, Tests. A/E will have the authority to reject Work which, based upon A/E's knowledge or what may be reasonably inferred from A/E's site observations and review of data, does not conform to the Contract Documents or is damaged or rendered unsuitable.

Whenever A/E considers it necessary or advisable for implementation of the intent of the Contract Documents, A/E will have the authority to require additional inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of A/E nor a decision made in good faith either to exercise or not to exercise such authority will give rise to a duty or responsibility of A/E to Contractor, Subcontractors, their agents or employees or other persons performing portions of the Work, including separate contractors.

3.1.5 A/E Review Contractor's Submittals.

- a. Contractor will submit shop drawings, product data, and samples and other submittals required by the Contract Documents to A/E as required by the approved submittal schedule.
- b. A/E will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with the information and design concepts expressed in the Contract Documents. A/E action taken on a submittal will not constitute a Modification of the Contract.
- c. A/E's action will be taken no later than fifteen (15) Days following A/E's receipt of the submittal, unless agreed to otherwise by Contractor and Intermountain.
- d. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor as required by the Contract Documents.
- e. A/E's review of Contractor's submittals will not relieve Contractor of the obligations under the Contract Documents.
- f. A/E's review will not constitute approval of safety precautions or, unless otherwise specifically stated by A/E, of any construction means, methods, techniques, sequences or procedures.
- g. A/E's approval of a specific item will not indicate approval of an assembly of which the item is a component.
- h. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, A/E will be entitled to rely upon such certifications to establish that the materials systems or equipment will meet the performance criteria required by the Contract Documents.

3.2 Ownership and Use of A/E's Drawings, Specifications and Other Documents. All Drawings, Specifications and other documents prepared by A/E are and will remain the property of Intermountain, and Intermountain will retain all common law, statutory and other reserved rights with respect thereto. These documents were prepared and are intended for use as an integrated set for the Project which is the subject of the Contractor's Agreement and constitute works made for hire. Contractor will not modify or use Contract Documents on any other project without the prior written consent of Intermountain. Intermountain may withhold its consent in its absolute discretion. Any non-permissive use or modification, by Contractor, Contractor's Subcontractors at any tier or anyone for whose acts Contractor is liable, will be at Contractor's sole risk. Contractor will hold harmless and indemnify Intermountain from and against any and all claims, actions, suits, costs, damages, loss, expenses and attorney fees arising out of such non-permissive use or modification by Contractor. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by A/E or Intermountain appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license will bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by A/E or Intermountain. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of Intermountain's copyright or other reserved rights.

4. CONTRACTOR. Contractor's duties include the professional services of a business, administrative and management consultant to Intermountain; including all budget, scheduling, quality, safety and all other services related to assuring compliance with the Contract Documents.

4.1 Review of Contract Documents and Field Conditions by Contractor. By executing the Contractor's Agreement, Contractor represents that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its own observations with the requirements of the Contract Documents.

4.1.1 Reviewing Contract Documents, Information, Reporting Errors, Inconsistencies or Omissions.

- a. Contractor will carefully study and compare the Contract Documents with each other and with information available relating to the Project or furnished by Intermountain before commencing and during performance of each portion of the Work and will at once report to Intermountain and A/E any errors, inconsistencies or omissions it discovers. If Contractor performs any construction activity without such notice to Intermountain and A/E and before the resolution of the error, inconsistency or omission, Contractor will assume responsibility for such performance and will bear the attributable costs for correction.
- b. Contractor will give Intermountain and/or A/E notice of any additional drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work, sufficiently in advance of the need for information so as not to delay the Work.
- c. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with requirements of applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Contractor observes that portions of the Contract Documents are at variance with those requirements, Contractor will immediately notify Intermountain and/or A/E in writing. Contractor will not proceed unless Intermountain and/or A/E effects Modifications to the Contract Documents required for compliance with such requirements. Contractor will be fully responsible for any work knowingly performed contrary to such requirements and will fully indemnify Intermountain against loss and bear all costs and penalties arising therefrom.

4.1.2 Field Conditions.

- a. Contractor will take field measurements and verify field conditions and will carefully compare such field measurements and conditions and other information known to Contractor, or information which a Contractor of ordinary skill and expertise for the type of Work involved would have known, before commencing activities. Errors, inconsistencies or omissions discovered will be reported to Intermountain and A/E at once. If Contractor performs any construction activity without such notice to Intermountain and A/E and before the resolution of the error, inconsistency or omission, Contractor will not be entitled to any compensation for additional costs attributable to correction or otherwise to Contractor resulting from field measurements or conditions different from those anticipated by Contractor which would have been avoided had Contractor taken field measurements and verified field conditions before ordering the materials or commencing construction activities.
- b. If site conditions indicated in the Contract Documents or other information provided by Intermountain or A/E to Contractor differ materially from those Contractor encounters in performance of the Work, Contractor will immediately notify Intermountain and/or A/E in writing of such differing site conditions.

4.1.3 Perform in Accordance with Contract Documents and Submittals. Contractor will perform the Work in accordance with the Contract Documents and submittals approved in accordance with the Contract Documents. Should Contractor or any of its Subcontractors become aware of any question regarding the meaning or intent of any part of the Contract Documents before commencing that portion of the Work about which there is a question, Contractor will request an interpretation or clarification from Intermountain and/or A/E before proceeding. Contractor proceeds at its own risk if it proceeds with

the Work without first making such a request and receiving an interpretation or clarification from Intermountain and/or A/E.

- 4.1.4 Performance to Produce the Complete System and Intended Results. Performance by Contractor will be required to the extent consistent with the Contract Documents and reasonably inferable from the Contract Documents as being necessary to allow the system to function within its intended use.
- 4.1.5 Intent and Hierarchy. The Contract Documents should be read as a whole and wherever possible, the provisions should be construed in order that all provisions are operable. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complimentary, and what is required by one Document or provisions thereof will be as binding as if required by all the Documents or provisions thereof. In case of an irreconcilable conflict between provisions within a Contract Document or between Contract Documents, the following priorities will govern as listed below:
- a. A particular Modification will govern over all Contract Document provisions or Modifications issued before this particular Modification.
 - b. A particular Addendum will govern over all other Contract Document provisions issued before this particular Addendum. Subsequent Addenda will govern over all prior Addenda.
 - c. The Supplementary Conditions will govern over the General Conditions.
 - d. The Agreement and these General Conditions will govern over all other Contract Documents except for the Supplementary Conditions, Addenda, Modifications.
 - e. The drawings and specifications will not govern over any of the documents listed above. The specifications take precedence over the drawings.
 - f. Within the Drawings, larger scale drawings take precedence over smaller scale drawings, figured dimensions over scaled dimensions, and noted materials over graphic indications.
 - g. In case of a conflict or ambiguity within the same level of hierarchy of described documents, Intermountain reserves the right to select the most stringent requirement unless the preponderance of the contract indicates the less stringent requirement.
- 4.1.6 Dividing Work and Contractor Representation. Organization of the specifications into divisions, sections and articles, and arrangement of Drawings, will not control Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Contractor represents that the Subcontractors, Sub-subcontractors, manufacturers and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligations. Where the Contract Documents require Contractor to provide professional services for architecture or engineering, Contractor will cause such services to be performed by appropriately licensed professionals.
- 4.1.7 Planning and Priority. Contractor will plan and schedule its work to facilitate the Project and will maintain a work schedule to place proper priority to sequence work to complete the project timely.
- 4.1.8 Prior to Contractor taking control over any area in any existing facility or on any project site, Contractor will provide prior written notice to Intermountain with sufficient time (no less than 30 Days) to allow Intermountain's Asset Recovery Team to remove, secure, and otherwise address existing materials, furniture, fixtures, equipment, and other assets located thereon.

4.2 Supervision and Construction Procedures.

- 4.2.1 Supervision and Control.
- a. Contractor will utilize its best skill, efforts, and judgment to provide efficient business administration and supervision, to furnish at all times an adequate supply of workers and materials, and to perform the Work in an expeditious and economical manner consistent with

the interests of Intermountain.

- b. Contractor will supervise and direct the Work. Contractor will be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.
- c. All loss, damage, liability, or cost of correcting Defective work arising from the use of any construction means, methods, techniques, sequences or procedures will be borne by Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless Contractor has given timely notice to Intermountain and A/E in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and Intermountain has then instructed Contractor in writing to proceed at Intermountain's risk.

4.2.2 Responsibility. Contractor will be responsible to Intermountain for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with Contractor or on behalf of Contractor.

4.2.3 Not Relieved of Obligations. Contractor will not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of Intermountain or its agents in Intermountain's administration of the Contract, or by tests, inspections or approvals by Intermountain, A/E, or their consultants, or as required or performed by persons other than Contractor or for those that Contractor is liable.

4.2.4 Inspections and Approvals.

- a. Contractor is responsible for requesting inspections for various stages and portions of the Work required under the Contract Documents in a timely manner.
- b. Contractor will be responsible for inspection of portions of the Work already completed to determine that such portions are in proper condition to receive subsequent portions of the Work.
- c. If any of the Work is required to be inspected or approved by the terms of the Contract Documents by any public authority, Contractor will timely request such inspection or approval to be performed in accordance with Article 9. Except as provided in Article 9, work will not proceed without any required inspection and the associated authorization to proceed. Contractor will promptly notify Intermountain if the inspector fails to appear at the site.

4.3 Labor and Materials.

4.3.1 Payment by Contractor. Except to the extent it is otherwise stated in the Contract Documents, Contractor will provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities, supplies, consumables and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.3.2 Discipline and Competence. Contractor will enforce strict discipline and good order among Contractor's employees, Subcontractors, agents, representatives and other persons performing under the Contract Documents. Contractor will not permit employment of unfit persons or persons not skilled in tasks assigned to them.

4.3.3 Phased Construction / Accommodations for Facilities to Stay Operational. Contractor and all Subcontractors will direct and perform the Work, phase and coordinate all construction and related activities and timing, in a manner to preserve ongoing patient care and safety to all and to accommodate in every instance Intermountain's ongoing business operations such that facilities stay fully functioning and operational at all times.

4.4 Taxes and Other Payments to Government. Intermountain will pay all taxes and assessments on the real property comprising the Project site. Contractor will pay all applicable sales, consumer, use, payroll, workers

compensation, unemployment, old age pension, surtax, and employment-related and similar taxes related to performance of the Work or portions thereof provided by Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and will comply with the laws and regulations regarding the payment of Sales and/or Use Tax and any applicable exemptions.

4.5 Permits, Fees, Notices, Labor and Materials.

4.5.1 Permits and Fees.

- a. Intermountain will obtain and pay for all zoning and use permits and permanent easements necessary for completion of the Work.
- b. Contractor will obtain and pay for the building permit, and all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.
- c. Contractor will secure any certificates of inspection and of occupancy required by authorities having jurisdiction over the Work. Contractor will deliver these certificates to A/E before issuance of the Certificate of Substantial Completion by A/E.

4.5.2 Compliance with Law, Public Authorities, Notices. Contractor will comply with all applicable federal, state and local laws, statutes, ordinances, resolutions, rules, regulations, codes, and lawful orders of public authorities.

4.5.3 Correlation of Contract Documents and Enactments.

- a. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, resolutions, building codes, and rules and regulations. Notwithstanding this, if Contractor observes, or if such is readily observable to a Contractor of ordinary skill and expertise for the type of Work involved, that a portion of the Contract Documents is at variance therewith, Contractor will promptly notify A/E and Intermountain in writing, and necessary changes will be accomplished by appropriate Modification.
- b. Contractor will coordinate and supervise the work performed by Subcontractors so that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. Contractor and all Subcontractors will at all times afford each trade, any separate contractor, or Intermountain, reasonable opportunity for the installation of Work and the storage of materials.
- c. Contractor is fully responsible for the Project and all materials and work connected therewith until Intermountain has accepted the Work in writing. Contractor will replace or repair at its own expense any materials or work damaged or stolen, regardless of whether it has received payment for such work or materials from Intermountain.
- d. Contractor will remedy all damage or loss to any property caused in whole or in part by Contractor, any Subcontractor, or by anyone for whose acts any of them may be liable.
- e. Intermountain may elect to purchase materials required for the Work. In that event, Contractor will comply with the procedures set forth in the Contract Documents relating to such materials.

4.5.4 Failure to Give Notice. If Contractor, or any Subcontractor thereof performs Work without complying with the requirements of this Article 4.5 hereinabove, Contractor will assume appropriate responsibility for such Work and will bear the appropriate amount of the attributable costs.

4.5.5 Intermountain-Purchased Materials and Equipment.

- a. In addition to Contractor's other obligations with respect to separate Intermountain provided work or materials, Contractor's obligations and duties with respect to Intermountain-purchased materials, equipment, and work include:

- (i) Scheduling: The Contractor shall furnish Intermountain with a schedule of dates on which the Contractor requires delivery of Intermountain-purchased materials. Intermountain will arrange for the materials to be delivered to the construction site or picked up by Contractor on or before the specified dates. If delivery or pick up dates are changed, rescheduled, or otherwise varied from the original schedule, the Contractor shall notify Intermountain in writing of delivery or pick up date rescheduling and the Contractor shall coordinate the delivery or pick up of the Intermountain-purchased materials or equipment directly with the supplier.
- (ii) Equipment / Vehicles: If Intermountain buys equipment or vehicles for Contractor's use on the Project, Contractor will (in addition to all other obligations herein relative to such equipment or vehicles) be fully and solely responsible for such equipment and vehicles as well as the use and use consequences thereof for any and all purposes (including without limitation to protect, secure, inspect, upkeep and make repairs, and insure such equipment and vehicles as well as to monitor, guide, direct, oversee, protect, and control the use and use consequences of such equipment and vehicles) until completion of the Project and Contractor's return of such equipment and/or vehicles to Intermountain.
- (iii) Pre-Installation Inspection: The Contractor shall be responsible for receiving, inspecting and storing all Intermountain- purchased materials and equipment until the materials or equipment are needed for installation or use by the Contractor. Regardless of any inspection performed by Intermountain of the Intermountain-purchased materials or equipment, the Contractor shall be responsible for inspecting the Intermountain-purchased materials and equipment to determine suitability, quality and conformance with specifications before installation or use or at such other times as the Contractor may desire in order to avoid interruptions and delays in the progress of the Project. The Contractor shall reject any material which does not meet specifications or which appears to have any defect which may make the material unsuitable for use in the Project. The Contractor shall notify Intermountain and the manufacturer or supplier of all defects and assist Intermountain in arranging for the repair, replacement or correction of the defective condition. The Contractor shall not be entitled to an extension of any deadline or completion date which results from failure to discover defects which the Contractor should have discovered through an inspection.
- (iv) Defective Materials: The Contractor acknowledges that use of improper or defective material may result in costs and damages to Intermountain in excess of the value of the materials; that after use in the Project it may be difficult or impossible to inspect the material to determine the cause of any failure; and that in the event of the failure of material there may be a question as to the cause of the failure. Because the Contractor's employees will be the last to handle and inspect material prior to incorporation into the Project, the Contractor will be liable to Intermountain for damages resulting from failure of Intermountain- purchased materials during the Contractor's warranty period specified herein from any cause whatsoever unless the Contractor provides clear and convincing proof that (1) the entire loss from a failure is covered by a valid manufacturer's or supplier's warranty, or (2) the Contractor could not have prevented the failure by complying with the requirements of this Section concerning Intermountain-purchased materials.
- (v) Claims: The Contractor agrees to assist Intermountain to present claims to manufacturers and suppliers for defects in Intermountain-purchased materials. Where there is any question as to the division of liability between the Contractor and a manufacturer or vendor, the Contractor shall provide all relevant information in the Contractor's possession which may aid Intermountain in determining the division of responsibility. Intermountain shall have final approval of any proposed adjustment or settlement of warranty claims.

- (vi) Implied Warranties: The benefit of contractual and implied warranties with respect to Intermountain-purchased materials and equipment shall run to Intermountain and not to the Contractor.
 - (vii) Unloading: Except as otherwise provided herein, the Contractor shall be responsible for unloading all Intermountain-purchased materials and equipment and for verifying delivery amounts to Intermountain.
 - (viii) Custody and Security: The Contractor shall secure and protect Intermountain-purchased materials and equipment from loss, deterioration, damage, theft, vandalism or destruction. If any Intermountain-purchased materials or equipment are damaged, stolen, or lost, Contractor will timely replace such at Contractor's sole cost and expense. In such event, Contractor will not be entitled to any modification in Contract Time or Contract Sum.
 - (ix) Reports: At Intermountain's request, the Contractor shall furnish reports to the Intermountain Representative demonstrating the Contractor's compliance with this Section.
 - (x) Retained Ownership: All materials and equipment purchased by Intermountain which remain after completion of the Project shall be the property of Intermountain. If Intermountain does not wish to retain or dispose of surplus Intermountain-purchased materials or equipment, the Contractor shall remove and dispose of them.
- b. None of the foregoing duties of the Contractor with respect to Intermountain-purchased materials shall prevent Intermountain from exercising any prerogative of ownership of the materials or equipment.

4.6 Superintendent. Contractor will employ a competent superintendent and necessary assistants who will be in attendance at the Project site at all times during performance of the Work. The superintendent will represent Contractor, and communications given to the superintendent will be as binding as if given to Contractor. Important communications will be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

4.7 Time and Contractor's Construction Schedules.

4.7.1 Progress and Completion.

- a. *Time Is of The Essence; Complete Within Contract Time.* Time is of the essence. By executing the Contractor's Agreement, Contractor confirms that the Contract Time is adequate to perform the Work. Contractor will proceed expeditiously with adequate forces to achieve Substantial Completion within the Contract Time.
- b. *Notice to Proceed and Insurance.* Contractor will not prematurely commence operations on the site or elsewhere before the issuance of a Notice to Proceed by Intermountain and in no event before the effective date of insurance required by Article 10 to be furnished by Contractor. In addition and without limitation of the foregoing, Contractor will not proceed with further Work or services after performing preconstruction services until Contractor receives a subsequent Notice to Proceed.

4.7.2 Schedule Preparation. Contractor, promptly after being awarded the Contract, will prepare and submit for Intermountain's and A/E's review a reasonably detailed CPM schedule for the Work. The schedule will indicate the order, sequence, and interdependence of all items known to be necessary to complete the Work including construction, procurement, fabrication, and delivery of materials and equipment, submittals and approvals of samples, shop drawings, procedures, or other documents. Work items of Intermountain, other Contractors, utilities and other third parties that may affect or be affected by Contractor will be included. If Intermountain is required, by the Contract Documents, to furnish any materials, equipment, or the like, to be incorporated into the Work by Contractor, Contractor will submit, with the first schedule submittal, a letter clearly indicating the dates that such

items are required at the Project site. The critical path should be identified, including the critical paths for interim completion dates and milestones. The CPM schedule will be developed using Primavera, MS Project, or Suretrack unless otherwise authorized by Intermountain Representative. Contractor's schedule will be updated at least once per month and submitted with each pay request. Contractor will maintain an original baseline schedule and will provide Intermountain monthly written reports indicating Contractor's compliance or noncompliance with the original schedule.

- 4.7.3 Initial Contract Time. Unless otherwise specified in the bidding documents, the initial Contract Time is the time identified in the Contractor's Agreement.
- 4.7.4 Interim Completion Dates and Milestones. The schedule must include contractually specified interim completion dates and milestones. The milestone completion dates indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all Work on the Project. The milestone dates listed are not intended to be a complete listing of all Work under this Contract or of interfaces with other Project contractors.
- 4.7.5 Schedule Content Requirements. The schedule will indicate an early completion date for the Project that is no later than the Project's required completion date. The schedule, including all activity duration's will be given in calendar days. The Schedule will also indicate all of the following:
- a. Interfaces with the work of outside contractors (e.g., utilities, power and with any separate Contractor);
 - b. Description of activity including activity number/numbers;
 - c. Estimated duration time for each activity;
 - d. Early start, late start, early finish, late finish date, and predecessor/successors including stop-start relationships with lead and lag time for each activity;
 - e. Float time available to each path of activities;
 - f. Actual start date for each activity begun;
 - g. Actual finish date for each activity completed;
 - h. The percentage complete of each activity in progress or completed;
 - i. Identification of all critical path activities;
 - j. The critical path for the Project, with this path of activities being clearly and easily recognizable on the time-scaled network diagram. The path(s) with the least amount of float time must be identified. Unless otherwise authorized by Intermountain Representative, no more than 40% of all activities may be identified as critical path items. The relationship between non-critical activities and activities on the critical path will be clearly shown on the network diagram;
 - k. Unless otherwise authorized by Intermountain Representative, all activities on the schedule representing construction on the site may not have duration longer than fourteen (14) Days. Construction items that require more than fourteen (14) Days to complete must be broken into identifiable activities on the schedule with durations less than fourteen (14) Days. The sum of these activities represents the total length required to complete that construction item; and
 - l. Additional requirements as specified in the Supplemental General Conditions.
- 4.7.6 Intermountain's Right to Take Exceptions. Intermountain reserves the right to take reasonable exception to activity duration, activity placement, construction logic or time frame for any element of the Work to be scheduled.

- 4.7.7 Float Time. Float time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities on the Schedule. By a proposal request or modification delivered to Contractor, Intermountain has the right to use the float time for non-critical path activities until Contractor has reallocated such time on a newly submitted schedule.
- 4.7.8 Initial Schedule Submission. No progress payments will be approved until Contractor has submitted a Project detailed CPM schedule for the entire project.
- 4.7.9 Updates. Before any approval of a pay request, Intermountain, A/E and Contractor will review Contractor's schedule compared to the Work completed. Intermountain approves the amount of Work completed as supported by the schedule of values and as verified by the determination of Work completed. If necessary, Contractor will then update and submit to Intermountain the schedule with the pay request; all of which in accordance with Intermountain's approval. All updates will be provided in electronic and hard copy formats. At each scheduled meeting with Intermountain Representative, Contractor will provide at minimum a "three week look ahead" with long lead items identified.
- 4.7.10 Schedule of Submittals. Contractor will prepare and keep current, for A/E's and Intermountain's review, a schedule of submittals required under the Contract Documents which is coordinated with Contractor's construction schedule and allows A/E a reasonable time to review the submittals. This submittal schedule is to be included as part of the construction schedule. Submittals requiring expedited review must be clearly identified as such in the schedule of submittals.
- 4.7.11 Schedule Recovery. If the Work represented by the critical path falls behind by more than seven (7) Days, the project schedule will be redone within fourteen (14) Days showing how Contractor will recover the time. A narrative that addresses the changes in the schedule from the previously submitted schedule will be submitted along with the schedule in both hard copy (appropriate report formats to be determined by Intermountain Representative) and electronic copy. Contractor will comply with the most recent schedules.
- 4.7.12 Schedule Changes and Modifications.
- a. *Contract Time Change Requires Modification*. The Contract Time may only be shortened or extended by a Modification fully executed by Intermountain.
 - b. *Contractor Changing Activity Durations*. Should Contractor, after approval of the complete detailed construction schedule, desire to change his plan of construction, he will submit his requested revisions to Intermountain and A/E along with a written statement of the revisions including a description of the sequence and duration changes for rescheduling the work, methods of maintaining adherence to intermediate milestones and the contract completion date and the reasons for the revisions. If the requested changes are acceptable to Intermountain, which acceptance will not be unreasonably withheld, they will be incorporated into the Schedule in the next reporting period. If after submitting a request for change in the Contract Schedule, Intermountain does not agree with the request, Intermountain will schedule a meeting with Contractor to discuss the differences.
 - c. *Changes in Contract Time*. The critical path schedule as the term is used in the provisions herein will be based on the current version of Contractor's schedule for the Project and accepted by Intermountain just before the commencement of the modification, asserted delay, suspension or interruption. If Contractor believes it is entitled to an extension of Contract Time under the Contract Documents, Contractor will submit a PCO in accordance with Article 7.2 to A/E and Intermountain Representative accompanied by an analysis of the requested time adjustment.

4.7.13 Extensions of Time.

- a. If Substantial Completion of the Project is delayed because of any of the following causes, then the Contract Time will be extended by Modification for a period of time equal to such delay:
 - (i) Labor strikes or lock-outs;
 - (ii) Unusual delay in transportation;
 - (iii) Unforeseen governmental requests or requirements;
 - (iv) A Change in the Work resulting from an instruction by Intermountain or A/E to Contractor subject to the conditions set forth in Section 7.1.5;
 - (v) Unforeseen Subsurface Condition subject to the conditions set forth in Section 7.1.6; or
 - (vi) Any other event or circumstance caused by the willful or negligent act or omission of Intermountain or A/E subject to the conditions set forth in Section 7.1.6.
- b. Contractor will not be entitled to any compensation for delay described in Section 4.7.13, Paragraph a, subparagraphs (i), (ii), and (iii).
- c. In no event will any time extension or cost adjustment be given on account of delay which reasonably should have been anticipated by the Contractor or in circumstances where performance of the Work is, was, or would have been, delayed by any other cause for which the Contractor is not entitled to an extension.
- d. Adverse Weather delays. Completion time will not be extended for normal bad weather or any weather that is reasonably foreseeable at the time of entering into the contract. The time for completion as stated in the contract documents includes due allowance for calendar days on which Work cannot be performed due to weather conditions. The Contractor acknowledges that it may lose days due to weather conditions. Notwithstanding, the Contract Time may be extended (but at no cost to Intermountain) if all of the following are established by the Contractor:
 - (i) That the weather prevented Work from occurring that is on the critical path for the project based upon a critical path schedule previously submitted to Intermountain and to the extent accepted by Intermountain;
 - (ii) There are no concurrent delays attributed to the Contractor;
 - (iii) The Contractor took all reasonable steps to alleviate the impact of the weather and took reasonable attempts to prevent the delay and despite such reasonable actions of Contractor, the weather impacted the critical path as described above; and
 - (iv) One of the following occurred:
 1. The weather was catastrophic, such as a tornado, hurricane, severe wind storm, severe hail storm; or
 2. Based on the full history of information published from the closest station as indicated from the Western Regional Climate Center (Desert Research Institute 2215 Raggio Parkway Reno, Nevada 89512, and as may be described on the website at <http://www.wrcc.dri.edu/summary/>), one or more of the following occurred:
 - a. For any day between November 1 and March 31, the minimum temperature fell below the average minimum temperature plus the extreme low temperature recorded for the month divided by 2.
 - b. For any day between November 1 and March 31, the maximum temperature fell below the monthly average for the minimum temperature.
 - c. The daily precipitation exceeded 75% of the historical one day maximum for the month.

d. The snowfall for the month exceeded 175% of the historical average snow fall for the month.

Contractor will not be entitled to any compensation for Adverse Weather.

4.7.14 Time Extension Request. Unless a shorter time period is set forth herein or in other Contract Documents, any time extension will be requested by Contractor within twenty-one (21) Days after Contractor knew or should have known about the delay and will be supported by the critical path schedule analysis.

4.7.15 Delay in Completion of the Work.

- a. *Prior to Substantial Completion.* For each Day after the expiration of the Contract Time that Contractor has not achieved Substantial Completion, Contractor will pay Intermountain the amount set forth in the Agreement as liquidated damages for Intermountain's loss of use of the Project and the added administrative expense to Intermountain to administer the Project during the period of delay. In addition, Contractor will reimburse Intermountain for any additional Consultant's fees, attorney fees, expert fees, consultant fees, copy costs, and other expenses incurred by Intermountain as a result of the delay. The parties have agreed on this liquidated damages provision because actual damages which will result from a delay in Substantial Completion cannot readily be ascertained at the time of execution of the Agreement and the parties wish to fix such damages as a their reasonable estimate of such actual damages, and not as a penalty. Intermountain may deduct any liquidated damages or reimbursable expenses from any money due or to become due to Contractor. If the amount of liquidated damages and reimbursable expenses exceeds any amounts due to Contractor, Contractor will pay the difference to Intermountain within ten (10) Days after receipt of a written request from Intermountain for payment
- b. *After Substantial Completion.* For each Day that Contractor exceeds the time allowed for completion of the remaining items set forth in the Certificate of Substantial Completion, Contractor will pay to Intermountain as liquidated damages for additional administrative expenses the amount set forth in the Agreement. In addition, Contractor will reimburse Intermountain for any additional Consultant's fees, attorney fees, expert fees, consultant fees, copy costs, and other expenses incurred by Intermountain as a result of the delay in completing such items.
- c. *No Waiver of Intermountain's Rights.* Permitting Contractor to continue any part of the Work after the time fixed for completion or beyond any authorized extension thereof, will in no way operate as a waiver or estoppel on the part of Intermountain of any of its rights under the Contract Documents, including the right to liquidated damages or any other remedies or compensation.

4.8 Documents and Samples at the Site; Certifying "As-Built". Contractor will maintain at the site for Intermountain, one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked weekly to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar submittals. These items will be available to A/E and will be delivered to A/E for submittal to Intermountain upon completion of the Work, signed by Contractor, certifying that they show complete and exact "as-built" conditions and location, stating sizes, kind of materials, vital piping, conduit locations and similar matters. All notes of encountered or changed conditions will be included.

4.9 Shop Drawings, Product Data and Samples.

- 4.9.1 Not Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The submittal will demonstrate, for those portions of the Work for which the submittal is required, the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 4.9.2 Promptness. Contractor will review, approve and submit to A/E, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work, or the activities of Intermountain or separate contractors.
- 4.9.3 Not Perform Until A/E Approves. Contractor will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by A/E. Such Work will be in accordance with the approved submittals.
- 4.9.4 Representations by Contractor. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 4.9.5 Contractor's Liability. Contractor will not be relieved of responsibility for deviations from the requirements of the Contract Documents by A/E's approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed A/E in writing of such deviation at the time of the submittal and A/E has given written approval to the specific deviation. Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by A/E's review and comment.
- 4.9.6 Direct Specific Attention to Revisions. Contractor will direct specific attention in writing to all revisions on resubmitted Shop Drawings, Product Data, Samples or similar submittals, except those requested by A/E and indicated on previous submittals.
- 4.9.7 Informational Submittals. Informational submittals upon which A/E is not expected to take responsive action may be so identified in the Contract Documents.
- 4.9.8 Reliance on Professional Certification. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Intermountain and A/E will be entitled to rely upon the accuracy and completeness of such calculations and certifications. If a professional stamp is required, the professional will be licensed in the State in which the Project is located unless otherwise approved by Intermountain in writing. Likewise, Contractor is entitled to rely upon the accuracy and completeness of the calculations made by A/E in developing the Contract Documents, unless a Contractor of ordinary skill and expertise for the type of Work involved would know that such is inaccurate or incomplete and therefore must immediately notify Intermountain in writing.

4.10 Use of Site.

- 4.10.1 In General.
- a. Contractor will confine operations at the site to areas permitted by the Contract Documents, law, ordinances, resolutions, rules and regulations, and permits and will not unreasonably encumber the site with materials or equipment. Contractor will take all reasonable means to secure the site, protect the site and protect the Work from any damage. The site will be left free and clear of refuse, equipment, materials, etc. and the site will not be subject to spilled liquids and chemicals, toxic or otherwise. Should such an incident occur while Contractor has control of the site, Contractor will be responsible to clean the site and pay all associated costs, fines and penalties.

Notwithstanding this, Contractor is not responsible for any damage to the site or the Work to the extent caused by Intermountain or Intermountain's agents.

- b. Contractor recognizes that the Project site and the surrounding area is frequently visited by the public and is important to Intermountain's image and function and will maintain the premises free from debris and waste materials resulting from Construction. At the completion of Construction, Contractor will promptly remove construction equipment, tools, surplus materials, waste materials and debris.

4.10.2 Access to Neighboring Properties. Contractor will not, except as provided in the Contract Documents or with Intermountain's advance written consent when necessary to perform the Work, interfere with access to properties neighboring the Project site by the owners of such properties and their respective tenants, agents, invitees and guests.

4.11 Access to Work. Contractor will provide Intermountain and A/E access to the Work in preparation and progress, wherever located.

4.12 Royalties and Patents. Contractor will pay all royalties and license fees. Contractor will defend suits or claims for infringement of patent rights and will hold Intermountain and A/E harmless from loss on account thereof, but will not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if Contractor has reason to believe that the required design, process or product is an infringement of a patent, Contractor will be responsible for such loss unless such information is promptly furnished to Intermountain in writing.

4.13 Indemnification.

4.13.1 To the fullest extent permitted by law, Contractor will indemnify and hold harmless Intermountain and its affiliates, subsidiaries, officers, employees, agents, authorized volunteers (hereinafter the above listing of entities and persons is referred to as "indemnitees") from and against every kind and character of claims, liabilities, damages, losses, settlements, and expenses, including but not limited to attorneys' fees, consultant fees, expert fees, and other costs and expenses, and including without limitation those events covered under the blanket Contractual Liability Coverage required under the Contract Documents, arising out of or resulting from performance of the Work, including without limitation the work of all the Subcontractors and their employees, except to the extent that such liability arises out of the negligence of Intermountain, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Intermountain from all losses or injury to Intermountain's property, except to the extent that such loss or injury arises out of the negligence of Intermountain, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to completion of the Work. In the event that any Claim is caused in part by a party indemnified hereunder, that party will bear the cost of such Claim to the extent it was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. Contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party. Notwithstanding, Intermountain will have the right, at its option, to participate in the defense of any such action without relieving Contractor of any obligation hereunder.

4.13.2 In addition to the foregoing, Contractor will be liable to defend Intermountain in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Intermountain's property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate county and/or local jurisdiction and provide

Intermountain with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Intermountain in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.

- 4.13.3 In addition to the foregoing, Contractor will indemnify and hold Intermountain harmless from any claim of any other contractor resulting from the performance, nonperformance or delay in performance of the Work by Contractor.
- 4.13.4 The indemnification obligation under this Article 4.13 will not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.
- 4.13.5 Intermountain and Contractor waive all rights against each other for damages to the Work during construction to the extent covered by the applicable Builder's Risk Policy, except such rights as they may have to the proceeds of such insurance as set forth in the Contract. Contractor will require similar waivers from its Subcontractors, subconsultants, and agents, at any tier.

4.14 Additional Services/Work. It is understood and agreed by the parties hereto that no money will be paid to Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. Intermountain specifically reserves the right to modify or amend the Contract and the total sum due hereunder, either by enlarging or restricting the scope of the Work.

4.15 Building Information Modeling. Contractor will perform, throughout the Project, as requested by Intermountain and/or as otherwise required to execute the Project, building information modeling ("BIM") services and coordination among trades. Such BIM services are included in Contractor's Work and services and shall be provided by Contractor and Subcontractors without additional fee or charge to Intermountain. Contractor will provide BIM services using software acceptable to Intermountain.

5. SUBCONTRACTORS.

5.1 Award of Subcontracts and Other Contracts for Portions of the Work.

5.1.1 Approval Required.

- a. Listing of Subcontractors will be as stated in the Contract Documents, including but not limited to the "Intermountain Subcontractors List Form".
- b. Contractor will not contract with a proposed person or entity to whom Intermountain has made a reasonable and timely objection. Contractor will not be required to contract with anyone to whom Contractor has made reasonable objection.

5.1.2 Business and Licensing Requirements. All Subcontractors used by Contractor will comply with all applicable business and licensing requirements.

5.1.3 Subsequent Changes. After the bid opening, Contractor may change its listed Subcontractors only in accordance with the Contract Documents and with written approval of the Director.

- a. Intermountain will pay the additional costs for an Intermountain requested change in Subcontractor if all of the following are met:
 - (i) If Intermountain in writing requests the change of a Subcontractor;
 - (ii) The original Subcontractor is a responsible Subcontractor that meets the requirements of the Contract Documents; and
 - (iii) The original Subcontractor did not withdraw as a Subcontractor on the project.
- b. In all other circumstances, Contractor will pay the additional cost for a change in a Subcontractor.

- 5.1.4 Bonding of Subcontractors. Subcontractors as identified by Intermountain in the procurement documents, may be required to submit performance and payment bonds to cover the full extent of their portion of the Work. This provision does not in any way limit the right of Contractor to have Subcontractors at any tier be required to have a performance and/or payment bond.
- 5.1.5 Unrelated Subcontractors / Contractor Self-Performed Work.
- a. Contractor will procure bids for subcontract work from at least three (3) qualified bidders unless Intermountain waives such requirement in writing. Except as provided in the following section, Contractor will enter into contracts with Subcontractors not owned, related to or controlled by Contractor to perform all portions of the Work. Subcontracts will contain payment provisions consistent with the Contract Documents and will not be awarded on the basis of cost plus a fee without the prior written consent of Intermountain.
 - b. If Contractor wishes to self-perform any portion of the Work or subcontract such portion of the Work to an entity owned or controlled by or related to Contractor, Contractor will:
 - 1) Advise Intermountain at least thirty (30) Days in advance of bid opening that Contractor wishes to self-perform such Work or subcontract it to an entity owned, controlled by or related to Contractor and request Intermountain's written approval thereof;
 - 2) Submit to Intermountain Contractor's or such related entity's bid at least seventy-two (72) hours prior to bid opening;
 - 3) Procure bids for such subcontract Work from at least three qualified bidders unless Intermountain waives such requirement in writing; and
 - 4) Abide by Intermountain's determination as to whether Contractor or another subcontractor will be used to perform such Work.
 - c. If Intermountain both approves Contractor to self-perform Work and approves Contractor proceeding without obtaining bids from other Contractors, then Contractor's overhead and profit on Work performed by Contractor's crews will not be more than the percentage fee, if any, stated in the Contractor's Agreement or such fee as agreed by Intermountain and Contractor by a written Modification executed prior to Contractor's commencing the applicable self-performed Work.

5.2 Subcontractual Relations.

- 5.2.1 Comply with Contract Documents. By appropriate enforceable agreement, and to the extent it can be practically applied, Contractor will require each Subcontractor to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by these Documents, assumes towards Intermountain and A/E.
- 5.2.2 Rights. Each Subcontractor agreement will preserve and protect the rights of Intermountain and A/E under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and will allow to the Subcontractor, unless specifically provided otherwise in the Subcontractor agreement, the benefit of all rights and remedies against Contractor that Contractor, by the Contract Documents, has against Intermountain.
- 5.2.3 Sub-Subcontractors. Contractor will require each Subcontractor to enter into similar agreements with its Subcontractors which complies with the requirements of Paragraphs 5.2.1 and 5.2.2 hereinabove.
- 5.2.4 Document Copies. Contractor will make available to each proposed Subcontractor, before execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be

bound. Subcontractors will similarly make copies of applicable portions of the Contract Documents available to their respective proposed Subcontractors.

5.3 Contingent Assignment of Subcontracts. Each subcontract agreement for a Subcontractor, at any tier for a portion of the Work, is hereby assigned by Contractor to Intermountain provided that the assignment is effective only after termination of the Contract by Intermountain for cause pursuant to Article 12.2 or stoppage of the Work by Intermountain pursuant to Article 12.5, and only for those subcontract agreements which Intermountain accepts by notifying the Subcontractor in writing. The subcontract will be equitably adjusted to meet the new conditions of the work.

6. PROTECTION OF PERSONS AND PROPERTY.

6.1 Safety of Persons and Property.

- 6.1.1 Contractor Responsibility. Contractor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;
 - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or a Subcontractor; and
 - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 6.1.2 Safety Program, Precautions. Contractor will institute a safety program at the start of construction to minimize accidents. This program will continue to the final completion of the Project and conform to applicable laws and regulations including the Utah Occupational Safety and Health Rules and Regulations as published by the Utah Industrial Commission - UOSH Division. Contractor will post signs, erect barriers, and provide those items necessary to implement the safety program. As soon as Contractor proceeds with the Work, Contractor will have all workers and all visitors on the site wear safety hard hats, as well as all other appropriate safety apparel such as safety glasses and shoes, and obey all safety rules and regulations and statutes. Contractor will post a sign in a conspicuous location indicating the necessity of wearing hard hats and Contractor will loan such hats to visitors.
- 6.1.3 Compliance with Safety Laws. Contractor will give notices and comply with applicable laws, ordinances, rules, codes, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 6.1.4 Erect and Maintain Safeguards. Contractor will erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including effective fences, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 6.1.5 Utmost Care. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, Contractor will exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 6.1.6 Prompt Remedy. Contractor will promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraph 6.1.1 of these General Conditions caused in whole or in part by Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Contractor is responsible under this Paragraph 6.1.1, except to the extent such damage or loss is directly due to errors in the Contract Documents or caused by agents or

employees of A/E or Intermountain. The foregoing obligations of Contractor are in addition to Contractor's obligations under the Contract Documents.

- 6.1.7 Safety Designee. Contractor will designate a responsible member of Contractor's organization at the site whose duty will be the prevention of accidents, damage, injury or loss. This person will be Contractor's superintendent unless otherwise designated by Contractor in writing to Intermountain and A/E.
- 6.1.8 Load Safety. Contractor will not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 6.1.9 Off-Site Responsibility. In addition to its other obligations under this Article 6, Contractor will, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, streets, ways, sidewalks, curbs and the property of Intermountain and third parties (including municipalities and other governmental agencies) resulting from the performance of the Work, whether by it or by its Subcontractors at any tier. Contractor will not cause materials, including soil and debris, to be placed or left on streets or ways.
- 6.1.10 Emergencies. In an emergency affecting safety of persons or property, Contractor will act, at Contractor's discretion, to prevent threatened damage, injury or loss. Contractor will promptly notify Intermountain Representative of the action taken.

6.2 Hazardous Materials. In the event Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or any other hazardous waste or substance which may endanger the health of those persons performing the Work or being on the site, Contractor will immediately stop Work in the area affected and immediately report the condition to Intermountain Representative and A/E by phone with a follow-up document in writing. The Work in the affected area will be resumed when written direction is provided by Intermountain Representative. Except to the extent provided otherwise in the Contract Documents or if the presence of hazardous materials is due to the fault of Contractor, Contractor will not be required to perform without Contractor's consent, any Work relating to asbestos, polychlorinated biphenyl (PCB) or any other hazardous waste or substance. Intermountain will procure a licensed abatement contractor qualified to remove the hazardous material. The abatement contractor will submit notification of demolition to the Utah Division of Air Quality. Abatement contractor will pay the notification fee. A copy of the hazardous material survey report will be available to all persons who have access to the construction site.

6.3 Historical and Archeological Considerations. In the event Contractor knows or should have known of any cultural, historical or archeological material that is either recognized as an item to be protected under Federal, State, or local law or regulation, or is an item of obvious value to Intermountain, Contractor will cease any work that would interfere with such discovery and immediately report the condition to Intermountain Representative and A/E by phone with a follow-up document in writing. Work will resume based upon the direction of Intermountain Representative. Contractor cooperation with any Intermountain recognized archaeologist or other cultural/historical expert is required.

6.4 Contractor Liability. If Contractor fails in any of its obligations in Articles 6.1 through 6.3 above, Contractor will be liable to any damages to Intermountain or any third party resulting from such noncompliance. Contractor will also be liable for any mitigation or restoration effort resulting from such noncompliance. To the extent all the following is met, Contractor may treat the discovery of such material similarly to an unforeseen condition:

- 6.4.1 The discovery of such material is reasonably unforeseeable given the site conditions that Contractor should have been aware;
- 6.4.2 The presence of such material was not identified in any part of the Contract Documents;

- 6.4.3 Contractor has undertaken all proper action to mitigate any impact of such discovery on the critical path or monies related to the Project;
- 6.4.4 The discovery affects the critical path or contract price from that which was contemplated by the Contract Documents; and
- 6.4.5 The requirements of 7.1.5 and the Contract documents are met.

7. MODIFICATIONS, REQUEST FOR INFORMATION, PROPOSED CHANGE ORDER, AND CLAIMS PROCESS.

7.1 Modifications: In General.

- 7.1.1 Types of Modifications and Limitations. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or ASI, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Contractor must have a written Modification executed by Intermountain under this Article 7 before proceeding with any Work sought to be an extra.
- 7.1.2 By Whom Issued. A Change Order or Construction Change Directive will be issued by Intermountain Representative. An ASI is issued by A/E. A/E will prepare Change Orders and Construction Change Directives with specific documentation and data for Intermountain's approval and execution in accordance with the Contract Documents, and may issue ASIs not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 7.1.3 Contractor to Proceed Unless Otherwise Stated. Changes in the Work will be performed under applicable provisions of the Contract Documents, and Contractor will proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or ASI.
- 7.1.4 Adjusting Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a PCO or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause a substantial inequity to Intermountain or Contractor, the applicable unit prices may be equitably adjusted.
- 7.1.5 Changes in the Work Resulting From An Instruction by Intermountain or A/E to Contractor.
 - a. If Intermountain or A/E gives Contractor an instruction that modifies the requirements of the Contract Documents or delays Substantial Completion, Contractor may be entitled to an adjustment in the Contract Sum and/or the Contract Time. If compliance with the instruction affects the cost to Contractor to perform the Work, the Contract Sum will be adjusted to reflect the reasonable increase or decrease in cost subject to the conditions set forth in Section 7.1.5, subparagraphs b through g. If compliance with the instruction delays Substantial Completion, the Contract Time will be extended for a period of time commensurate with such delay subject to the conditions set forth in Section 7.1.5, subparagraphs b through g and Section 4.7.13.
 - b. If Contractor receives an instruction from Intermountain or A/E that Contractor considers to be a Change in the Work, Contractor, before complying with the instruction, will notify A/E in writing that Contractor considers such instruction to constitute a Change in the Work. If A/E agrees that compliance with the instruction will constitute a Change in the Work, Contractor will furnish a proposal for a Modification in accordance with Section 7.1.5 subparagraphs c and d. within ten (10) Days.
 - c. If Contractor claims that it is entitled to an adjustment in the Contract Sum (including without limitation costs related to a time extension) as a result of an instruction by Intermountain or A/E, Contractor will furnish a proposal for a Change Order containing a price breakdown itemized as required by Intermountain. The breakdown will provide sufficient detail to allow Intermountain to determine any increase or decrease in Direct Costs as a result of compliance with the

instruction. Any amount claimed for subcontracts will be supported by a similar price breakdown and will itemize the Subcontractor's profit and overhead charges. Profit and overhead will be subject to the markup limits for additional work, changes, or other Modification set forth in the Contractor's Agreement. Amounts due Intermountain as a result of a credit change will be the actual net decrease in the Contractor's Direct Costs to perform the Work as a result of the Change in the Work. Overhead and profit for the Modification will be calculated based on the net increase or decrease in Contractor's Direct Costs resulting from the Change in the Work

- d. If Contractor claims that it is entitled to an adjustment in the Contract Time as a result of an instruction from Intermountain or A/E, Contractor will include in its proposal justification to support Contractor's claim that compliance with the instruction will delay Substantial Completion.
- e. Upon receipt of Contractor's proposal for Modification, A/E and Intermountain will determine whether to proceed with the Change in the Work. If A/E and Intermountain determine to proceed with the Change in the Work, they will execute a Change Order, a Construction Change Directive or a Field Change as appropriate.
- f. Contractor agrees that if it complies with an instruction from Intermountain or A/E without first giving written notice to A/E as provided in Section 7.15, subparagraph b, and receiving a Change Order, Construction Change Directive or Field Change, Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time as a result of the instruction and waives any claim therefor.
- g. If Contractor is instructed to perform work which it claims constitutes a Change in the Work but which Intermountain and A/E do not agree constitutes a Change in the Work, Contractor will comply with the instruction. Contractor may submit its claim for adjustment to the Contract Sum, the Contract Time, or both as a dispute pursuant to Section 7.7 within twenty-one (21) Days after compliance with the instruction. Contractor agrees that if it fails to submit its claim for resolution pursuant to Section 7.7 within twenty-one (21) Days after compliance with the instruction, then Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time as a result of the instruction and waives any claim therefor.
- h. Contractor agrees that it is responsible for submitting accurate cost and pricing data to support its Change Order Proposals. Intermountain will have the right to examine the Contractor's records to verify the accuracy and appropriateness of the pricing data used to price change order proposals.

7.1.6 Change in the Work Resulting From An Event or Circumstance.

- a. If an event or circumstance other than an instruction from Intermountain or A/E affects the cost to Contractor of performing the Work or delays Substantial Completion, Contractor may be entitled to an adjustment in the Contract Sum and/or the Contract Time. If the circumstance or event affects the cost to Contractor to perform the Work and is caused by a willful or negligent act or omission of Intermountain or A/E or an Unforeseen Subsurface Condition, the Contract Sum will be adjusted to reflect the reasonable increase or decrease in Contractor's cost to perform the Work resulting from the event or circumstance, subject to the conditions set forth in Section 7.1.6, subparagraphs b through f. If the event or circumstance delays Substantial Completion and is described in Section 4.7.13, the Contract Time will be extended for a period of time commensurate with such delay subject to the conditions set forth in such section. If the circumstance or event delays Substantial Completion and is caused by a willful or negligent act or omission of Intermountain or A/E or an Unforeseen Subsurface Condition, then Contractor will

be compensated for costs incident to the delay in accordance with Section 7.1.6, subparagraphs b through g and Section 4.7.13.

- b. Contractor will not be entitled to any adjustment to the Contract Sum or other damages from Intermountain as a result of any event or circumstance unless the event or circumstance results from a willful or negligent act or omission of Intermountain or A/E.
- c. If a Change in the Work results from any event or circumstance caused by the willful or negligent act or omission of Intermountain or A/E or an Unforeseen Subsurface Condition, Contractor will give Intermountain Written Notice of such event or circumstance within twenty-four (24) hours after commencement of the event or circumstance so that Intermountain can take such action as is necessary to mitigate the effect of the event or circumstance. Contractor will not be entitled to any adjustment in either the Contract Time or the Contract Sum based on any damages or delays resulting from such event or circumstance during a period more than twenty-four (24) hours prior to Contractor giving such Written Notice to Intermountain.
- d. Contractor will submit in writing any claims for an adjustment in the Contract Time and/or the Contract Sum resulting from an event or circumstance within the time limits set forth below. In the event that Contractor fails to submit its claim in writing within the time limits set forth below, then Contractor agrees it will not be entitled to any adjustment in the Contract Time or the Contract Sum or to any other damages from Intermountain due to the circumstance or event and waives any claim therefor.
 - (i) Claims for an adjustment in the Contract Time due to Adverse Weather will be made within twenty-one (21) Days of the first Day of the occurrence of the Adverse Weather event in which the delay occurred.
 - (ii) Claims for an adjustment in the Contract Time and/or the Contract Sum due to any other circumstance or event will be submitted within seven (7) Days after the occurrence of the circumstance or event.
- e. If Contractor claims that it is entitled to an adjustment in the Contract Sum (including without limitation costs related to a time extension) because of an event or circumstance resulting from the willful or negligent act or omission of Intermountain or A/E or an Unforeseen Subsurface Condition, Contractor will furnish a proposal for a Change Order containing a price breakdown as described in Section 7.1.5, subparagraph c. Any amount claimed for increased labor costs as a result of the event or circumstance must be supported by a certified payroll. Any claim for rented equipment or additional material costs must be supported by invoices.
- f. If Contractor claims that it is entitled to an adjustment in the Contract Time as a result of an event or circumstance, Contractor will include with its claim copies of daily logs, letters, shipping orders, delivery tickets, Project schedules, and other supporting information necessary to justify Contractor's claim that the event or circumstance delayed Substantial Completion.
- g. Within thirty (30) Days after receipt of Contractor's claim, A/E will either deny the claim or recommend approval to Intermountain. If Intermountain approves the claim, the adjustment in the Contract Time and/or Contract Sum will be reflected in a Change Order pursuant to Section 7.4 or a Construction Change Directive pursuant to Section 7.5. If Intermountain or A/E denies Contractor's claim, Contractor may submit its claim as a dispute pursuant to Section 7.7 within twenty-one (21) Days of receipt of the denial of the claim. If Contractor fails to submit its claim for resolution pursuant to Section 7.7 within the twenty-one (21) Day time period, then Contractor agrees it is not entitled to any adjustment in the Contract Time and/or Contract Sum or any other damages as a result of the event or circumstance and waives any claim therefor.

7.2 Contractor Initiated Requests.

- 7.2.1 The Request for Information, RFI, Process and Time to File. Contractor may file an RFI with A/E regarding any concern which will assist Contractor in the proper completion of the Work including, but not limited to issues related to the Contract Documents, plans and specifications. The RFI will be filed with A/E in a timely manner so as not to prejudice Intermountain as to the quality, time or money related to the Work.
- 7.2.2 Proposed Change Order. Unless a shorter time period is set forth herein or in other Contract Documents, within twenty-one (21) Days after Contractor knows or should have known of a situation or concern where Contractor is going to request additional monies or time, Contractor must file a PCO with Intermountain Representative, or Contractor will be deemed to waive any right to claim additional monies or time related to such situation or concern. The PCO will include all available documentation supporting the PCO available to Contractor at the time of filing and Contractor will thereafter diligently pursue the supplementation(s) of such documentation and promptly deliver such supplementation(s) to Intermountain Representative.
- a. *Intermountain Representative Response.* One of the following may occur after a PCO is filed with Intermountain Representative:
- (i) Intermountain Representative, after considering any input by A/E, may reach an agreement with Contractor and issue a Change Order.
 - (ii) Intermountain, after considering any input by A/E, may issue a Construction Change Directive.
 - (iii) If Intermountain Representative, after considering any input by A/E, disagrees with Contractor's PCO, Intermountain representative may seek additional information or verification from Contractor, A/E or other sources, may negotiate with Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Change Directive. A/E must continually work with Intermountain in providing data, documentation and efforts to resolve the issues related to the PR.

7.3 Proposal Request Initiated by Intermountain. Intermountain may file a Proposal Request with Contractor seeking information, data and/or pricing relating to a change in the Contract Time and or monies owing for particular scope changes or other modifications to the Contract Documents. The PR will provide a time limit for Contractor to file a response with A/E and Intermountain Representative. If a proposal is not timely provided by Contractor, Intermountain may calculate the Change Order under Article 7.4.2 below. Upon such timely receipt of the proposal, one of the following will occur:

- 7.3.1 If Agreement, Change Order Issued. Intermountain Representative, after considering any input by A/E, may reach an agreement with Contractor and issue a Change Order.
- 7.3.2 If Disagreement. If Intermountain Representative disagrees with Contractor's proposal, after considering any input from A/E, Intermountain representative may seek additional information or verification from Contractor or other sources, may negotiate with Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Change Directive. If a Construction Change Directive is issued which identifies Intermountain representative's position in regard to the subject contract sum and/or time adjustment, Contractor must initiate the Claim resolution process provided for herein within twenty-one (21) Days of Contractor's receipt of the Construction Change Directive, or Contractor will be deemed to waive any such request for additional time or money as a result of the issuance of the Construction Change Directive. Such waiver will entitle Intermountain to convert the Construction Change Directive into a Change Order, whether or not executed by Contractor. If the Construction Change Directive leaves open the determination of additional time or money related to the directed change, then the time period for initiating the Claim resolution process will not accrue until such time as Intermountain has conveyed to Contractor a position as to the time and money owing as a result of the directed change.

7.4 Evaluation of Proposal for Issuing Change Orders.

- 7.4.1 Adjusting Sum Based Upon Agreement. If the Change Order provides for an adjustment to the Contract Sum, the adjustment will be based on the mutual agreement of Contractor and Intermountain, including any terms mandated by unit price agreements or other terms of the Contract Documents.
- 7.4.2 Intermountain Resolution of Sum and Standards in the Absence of an Agreement Under Paragraph 7.4.1. In the absence of an agreement under Paragraph 7.4.1 above, the adjustment will be based on an itemized accounting of costs and savings supported by appropriate data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph will be limited to the following:
- a. All direct and indirect costs of labor; including workers compensation insurance, social security and other federal and state payroll based taxes, and payroll based fringe benefits paid by Contractor so long as they are reasonable and no higher than that charged to other clients;
 - b. Costs of materials, on-site temporary facilities, supplies and equipment (except hand tools) required for or incorporated into the work;
 - c. Rental costs of machinery, equipment, tools (except hand tools), and on-site temporary facilities, whether rented from Contractor or others;
 - d. Costs of permits and other fees, sales, use or similar taxes related to the Work (with no markup);
 - e. Additional costs of field supervision and field office personnel directly attributable to the change; and
 - f. Overhead and profit by the markup limits in the Agreement for additional services or modifications which is not a penalty but a reasonable calculation agreed upon at the time of execution of the Agreement, and provided therein due to the fact that the actual amount due for this overhead and profit cannot easily be ascertained at the time of such execution. The markups set forth in the Agreement are to cover additional payment and performance bond premiums, insurance premiums, home office and on-site overhead and profit. Overhead and profit includes, but is not limited to Contractor's Project Manager and Cost Estimator. Each request for pricing will stand on its own and not be combined with other requests for pricing in determining the allowed markup. A particular request for pricing will include all items reasonably related together and determinable at the time of the request. If several unrelated requests for pricing are grouped together in a single Change Order, each request for pricing will be considered separately for purposes of calculating the markup.
- 7.4.3 Credits. The amount of credit to be allowed by Contractor to Intermountain for a deletion or change which results in a net decrease in the Contract Sum will be actual net cost as confirmed to Intermountain based upon corroboration by an appropriate source.

7.5 Construction Change Directives.

- 7.5.1 When Used and Contractor's Right to Challenge. A Construction Change Directive may be issued by Intermountain Representative in the case of a need for the Work to commence. If the Construction Change Directive leaves open the determination of additional time or money related to the directed change, then the Construction Change Directive will indicate the timeframe(s) in which further information is to be provided to resolve the matter. At any time that Intermountain and Contractor agree upon the time and money related to a Construction Change Directive, a Change Order will be executed by the parties. Additionally, the Construction Change Directive may be converted to a Change Order under Paragraph 7.2.2 or Article 7.3 above.
- 7.5.2 Proceed with Work and Notify Intermountain about Adjustment Method. Upon receipt of a Construction Change Directive, Contractor will promptly proceed with the change in the Work involved.

7.5.3 Interim Payments by Intermountain. Pending the final determination of the total cost of the Construction Change Directive, Intermountain will pay any undisputed amount to Contractor.

7.6 A/E's Supplemental Instruction (Commonly referred to as an "ASI"). A/E may at any time that is consistent with maintaining the quality, safety, time, budget and function of the Work, issue to Contractor a supplemental instruction ("ASI") after approval from Intermountain Representative is obtained. Contractor must file with Intermountain Representative a PCO under Paragraph 7.2.2 above, within twenty-one (21) Days of Contractor's receipt of the ASI, or the Contractor will be deemed to have waived any right to additional time or monies as a result of such ASI.

7.7 Resolution of Disputes. If a dispute arises between the Parties regarding the Contract Documents which is not resolved by agreement between the parties, before a party may proceed with judicial action, the dispute must be submitted in writing to Intermountain's Vice President of Financial Strategy, Growth and Development, at 36 South State Street, Salt Lake City, Utah 84111. Upon receipt of such written submission, Intermountain will schedule within seven (7) Days an initial conference or meeting, and if necessary within an additional ten (10) Days thereafter a further conference or meeting, as set forth in the escalation process herein below.

7.7.1 Escalation Process. The Parties will arrange in-person meetings or telephone conferences at mutually convenient times and places, according to the levels and time schedules set forth below. The Parties will use reasonable and good faith efforts in this escalation process to respond promptly and to resolve the dispute. Such meetings or conferences will constitute settlement negotiations and any settlement proposal made pursuant to such meetings or conferences will not be admissible as evidence of liability.

<u>Levels and Representatives</u>	<u>Allotted Time Period from Notice or from Previous Level</u>
<u>Level 1</u> Contractor's Director level employee, and Intermountain's Director	7 Days
<u>Level 2</u> Vice President or higher level executive	10 Days

7.7.2 Judicial Action. In the event that the parties do not resolve their dispute pursuant to the escalation process, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the initial Level 1 conference/meeting or be time barred. Submission of the dispute under the escalation process as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute under the escalation process, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorney fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses. Any such legal action must be brought exclusively in the state courts of the State of Utah or in the federal courts of the United States which are located in Salt Lake County, Utah. The Parties hereto hereby agree to submit to the exclusive jurisdiction and venue of such courts for the purposes hereof.

7.7.3 Continuation of Performance During Proceedings. Pending final resolution of a dispute hereunder, Contractor will proceed diligently with the performance of its obligations under the Contract Documents.

7.8 Payment of Claim.

- 7.8.1 When a standalone component of a Claim has received a final determination, and is no longer subject to review or appeal, that amount will be paid in accordance with the payment provisions of the Contract Documents or judicial order.
- 7.8.2 When the entire Claim has received a final determination, and is no longer subject to review or appeal, the full amount will be paid within thirty-one (31) Days of the date of the final determination unless the work or services has not been completed, in which case the amount will be paid in accordance with the payment provisions of the Contract Documents to the point that the work or services is completed.
- 7.8.3 The final determination date is the earlier of the date upon which the claimant accepted the settlement in writing with an executed customary release document and waived its rights of appeal, or the expiration of the appeal period, with no appeal filed, or the determination made resulting from the final appeal.
- 7.8.4 Any final determination where Intermountain is to pay additional monies to Contractor will not be delayed by any appeal or request for judicial review by another party brought into the process by Intermountain as being liable to Intermountain.
- 7.8.5 Notwithstanding any other provision of the Contract Documents, payment of all or part of a Claim is subject to any set-off, claims or counterclaims of Intermountain.
- 7.8.6 Payment to Contractor for a Subcontractor issue (Claim) deemed filed by Contractor, will be paid by Contractor to the Subcontractor in accordance with the contract between Contractor and the Subcontractor.
- 7.8.7 The execution of a customary release document related to any payment may be required as a condition of making the payment.

7.9 Allocation of Costs of Claim Resolution Process.

- 7.9.1 Except for attorneys' fees and expert fees, and unless otherwise agreed to by the parties to the Claim, the costs of resolving the Claim will be allocated among the parties on the same proportionate basis as the determination of financial responsibility for the Claim. The costs of resolving the Claim that are subject to allocation include the claimant's filing fee, the costs of any person(s) evaluating the Claim, the costs of making any required record of the process, and any additional testing or inspection procured to investigate and/or evaluate the Claim.
- 7.9.2 The prevailing party in any Claim, judicial action or other proceeding is entitled to recover its reasonable attorneys' fees, expert and other fees, and costs incurred in the proceeding, in addition to any other relief to which that party may be entitled.

7.10 Alternative Procedures. To the extent otherwise permitted by law, if all parties to a Claim agree in writing, a protocol for resolving a Claim may be used that differs from the process described in this Article 7.

8. PAYMENTS AND COMPLETION.

8.1 Schedule of Values. With the first Application for Payment, Contractor will submit to A/E and Intermountain Representative a schedule of values allocated to all the various portions of the Work. The Schedule of Values will be submitted on the form approved and provided by Intermountain. A/E will make recommendations to Intermountain Representative regarding the Schedule of Values including any suggested modifications. When approved, including any approved modifications, by Intermountain Representative, it will be the basis for future Contractor Applications for Payments. Contractor will not be entitled to payment until receipt and acceptance of the Schedule of Values.

8.2 Applications for Payment.

8.2.1 In General. The following general requirements will be met:

- a. Not more than once a month, Contractor will submit to A/E an itemized Application for Payment for Work completed in accordance with the schedule of values and that reflects retainage as provided for in the Contractor's Agreement. Contractor's Applications for Payment will include conditional or final lien waivers (as applicable), in the forms attached to Contractor's Agreement for itself and from each Subcontractor requesting payment, covering all payments requested in the Application for Payment. The Application for Payment will be on a form provided by Intermountain.
- b. Such application will be supported by such data substantiating Contractor's right to payment as Intermountain or A/E may require. This data may include, but is not limited to, copies of requisitions from Subcontractors.
- c. Such applications may include requests for payment pursuant to approved Change Orders or Construction Change Directives.
- d. Such applications may not include requests for payment for portions of the Work performed by a Subcontractor when Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.
- e. In executing the Application for Payment, Contractor will attest that Subcontractors involved with prior applications for payment have been paid, unless Contractor provides a detailed explanation why such payment may not have occurred. Intermountain reserves the right to require Contractor to submit a payment waiver from one or more Subcontractors.

8.2.2 Payment for Material and Equipment. Unless otherwise provided in the Contract Documents, payments will be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by Intermountain and A/E, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site will be conditioned upon compliance by Contractor with procedures satisfactory to Intermountain to establish Intermountain's title to such materials and equipment or otherwise protect Intermountain's interest, and will include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Intermountain may require copies of invoices or other suitable documentation.

8.2.3 Warranty of Title. Contractor warrants that title to all Work covered by an Application for Payment will pass to Intermountain no later than the time for payment. Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from Intermountain will, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the Work.

8.2.4 Retainage and Holdback by Intermountain.

- a. *Holdback by Intermountain*. Notwithstanding anything to the contrary contained in the Contract Documents, Intermountain may, as a result of the Claim resolution process, withhold any payment to Contractor hereunder if and for so long as Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents.
- b. *Intermountain's Right to Withhold and Use Funds*. Intermountain may withhold from payment to Contractor such amount as, in Intermountain's judgment, may be necessary to pay just claims against Contractor or Subcontractors at any tier for labor and services rendered and materials furnished in and about the Work. Intermountain may apply such withheld amounts for the

payment of such claims in Intermountain's discretion. In so doing, Intermountain will be deemed the agent of Contractor and payment so made by Intermountain will be considered as payment made under the Contract by Intermountain to Contractor. Intermountain will not be liable to Contractor for any such payment properly made. Such withholdings and payments may be made without prior approval of Contractor and may also be made before any determination as a result of any dispute, Claim or litigation. However, Contractor will be notified before any such withholding and will be given an opportunity to inform Intermountain as to any reason why the withholding will not occur.

- c. *Statutory Retainage.* Notwithstanding and in addition, retainage in the amount of 5% will be withheld from each payment to Contractor for any Work under the Contract. The retainage, including any additional retainage imposed and the release of any retainage, will be in accordance with Intermountain policies, including restrictions of retainage regarding Subcontractors and the distribution of interest earned on the retention proceeds. After Contractor achieves Substantial Completion and submits its payment request for retained funds and provides statutory Conditional Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, Intermountain will pay any unpaid statutory retention, less any offsets or withholdings for specific deficiencies or disputes, within forty-five (45) Days. Notwithstanding the foregoing, Intermountain may (but is not obligated to), in its sole discretion, release from time to time any portion of retention funds for early completing subcontractors and/or otherwise reduce the overall retention funds withheld.
- d. *Intermountain Not Responsible for Contractor's Retention Requirements.* Intermountain will not be responsible for enforcing Contractor's obligations under Utah law in fulfilling the retention law requirements with Subcontractors at any tier.

8.2.5 Reimbursement to Intermountain. Notwithstanding any other provision of the Contract, Contractor will reimburse Intermountain for the portion of any expenses paid by Intermountain to Contractor, which is attributable to Contractor's breach of its duties under the Contract, including the breach of any duty by any Subcontractor or supplier at any tier or anyone for whom Contractor may be liable.

8.3 Certificates for Payment.

8.3.1 Issued by A/E. A/E will within ten (10) Days after receipt of Contractor's Application for Payment, either issue to Intermountain a Certificate for Payment, with a copy to Contractor, for such amount as A/E determines due, or notify Contractor and Intermountain in writing of A/E's reasons for withholding certification in whole or in part as provided in Paragraph 8.4.1. If A/E fails to act within this ten (10) Day period, Contractor may file the Application for Payment directly with Intermountain Representative and Intermountain will thereafter have thirty-one (31) Days from the date of Intermountain's receipt to resolve the amount to be paid and to pay the undisputed amount. The accuracy of Contractor's Applications for Payment will be Contractor's responsibility, not A/E's.

8.3.2 A/E's Representations. A/E's issuance of a Certificate for Payment will constitute a representation to Intermountain that to the best of A/E's knowledge, information and belief, based upon A/E's observations at the site, the data comprising the Application for Payment, and what is reasonably inferable from the observations and data, that the Work has progressed to the point indicated in the Application for Payment and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable before completion and to specific qualifications expressed by A/E. The issuance of a Certificate for Payment will further constitute a representation that Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that A/E has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Intermountain to substantiate Contractor's right to

payment, (d) ascertained how or for what purpose Contractor used money previously paid on account of Contract Sum, or (e) any duty to make such inquiries.

- 8.3.3 Contractor Respond to Financial Responsibility and Related Requests, Waivers, Releases, Bonds. Contractor will respond immediately to any inquiry in writing by Intermountain as to any concern of financial responsibility and Intermountain reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third-party before any payment by Intermountain to Contractor.

8.4 Decisions to Withhold Certification.

8.4.1 When Withheld. A/E may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect Intermountain, if in A/E's judgment the representations to Intermountain required in Paragraph 8.3.2 above cannot be made. If A/E is unable to certify payment in the amount of the Application, A/E will notify Contractor and Intermountain as provided in Paragraph above. If Contractor and A/E cannot agree on a revised amount, A/E will promptly issue a Certificate for Payment for the amount to which A/E makes such representations to Intermountain. A/E may also decide not to certify payment or, because of subsequently discovered evidence or observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in A/E's opinion to protect Intermountain from loss because of:

- a. Defective Work not remedied;
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- e. Damage to Intermountain or another contractor;
- f. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- g. Failure to carry out the Work in accordance with the Contract Documents.

8.4.2 Certification Issued When Reasons for Withholding Removed. When the reasons stated in Paragraph 8.4.1 for withholding certification are removed, certification will be made for such related amounts.

8.4.3 Continue Work Even If Contractor Disputes A/E's Determination. If Contractor disputes any determination by A/E or the result of the Claim resolution process with regard to any Certification of Payment, Contractor nevertheless will expeditiously continue to prosecute the Work.

8.4.4 Intermountain Not in Breach. Intermountain will not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided Intermountain's action or such withholding is consistent with the results of the dispute resolution process.

8.5 Progress Payments.

8.5.1 In General, Interest on Late Payments.

- a. Except as provided in Paragraph 8.3.1, Intermountain will pay any undisputed amount within thirty-one (31) Days of satisfaction of the following requirements: (i) Contractor has submitted the application for payment; (ii) A/E has issued to Intermountain a Certificate recommending payment; and (iii) Contractor has obtained conditional or unconditional waiver and release

documents executed by all of Subcontractors performing work and/or providing materials covered by the Contractor's payment request. In no event will Intermountain be required to pay any disputed amount.

- b. Except as otherwise provided by law, if any payment is made more than sixty (60) Days after receipt by Intermountain of the applicable invoice (with any required supporting documentation), the late payment will bear interest from the due date until payment is made at the rate of five percent (5%) per annum.

- 8.5.2 **Contractor and Subcontractor Responsibility.** Contractor will promptly pay each Subcontractor, upon receipt of payment from Intermountain, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which this Subcontractor is entitled. Contractor will, by appropriate agreement with each Subcontractor, require each Subcontractor to make payment to its Subcontractors in a similar manner.
- 8.5.3 **Information Furnished by A/E Or Intermountain to Subcontractor.** A/E or Intermountain will, on request, furnish to the Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by Contractor and action taken thereon by A/E and Intermountain on account of portions of the Work done by such Subcontractor.
- 8.5.4 **Intermountain and A/E Not Liable.** Neither Intermountain nor A/E will have an obligation to pay, monitor or enforce the payment of money to a Subcontractor, except to the extent as may otherwise be required by law.
- 8.5.5 **Certificate, Payment or Use Not Acceptance of Improper Work.** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by Intermountain will not constitute acceptance of Work that is not in accordance with the Contract Documents.

8.6 Payment upon Substantial Completion. Upon Substantial Completion of the Work or designated portion thereof and upon application by Contractor and certification by A/E, Intermountain will make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. To the extent allowed by law, Intermountain may retain up to 200% of the fair market value of the work that has not been completed in accordance with the Contract Documents.

8.7 Partial Occupancy or Use.

- 8.7.1 **In General.** Intermountain may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with Contractor, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided Intermountain and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of the warranties required by the Contract Documents. When Contractor considers a portion to be substantially complete, Contractor will prepare and submit a list to A/E as previously provided for herein. Consent of Contractor to partial occupancy or use will not be unreasonably withheld. Contractor will have continuing responsibility to protect the unoccupied portions of the site and the Work during such partial occupancy and will be responsible for damage except to the extent caused solely by Intermountain during such partial occupancy or use.

The stage of progress of the Work will be determined by written agreement between Intermountain and Contractor.

- 8.7.2 **Inspection.** Immediately before such partial occupancy or use, Intermountain, Contractor and A/E will jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

- 8.7.3 Not Constitute Acceptance. Except to the extent it is agreed upon in writing by Intermountain, partial occupancy or use of a portion or portion of the Work will not constitute acceptance of Work not complying with the requirement of the Contract Documents.

8.8 Final Payment.

- 8.8.1 Certificate for Payment. A/E's final Certificate for Payment will constitute a further representation that the conditions listed in Paragraph 8.8.2 as precedent to Contractor's being entitled to final payment have been fulfilled.
- 8.8.2 Conditions for Final Payment. Neither final payment nor any remaining retained percentage will become due until Contractor submits to A/E the following to the extent required by Intermountain Representative:
- a. A final payment request;
 - b. Waiver and release upon final payment documents executed by all of the Subcontractors performing work and/or providing materials covered by the Contractor's final payment request;
 - c. All manufacturers' and other guaranties and warranties, properly signed and endorsed to Intermountain, that are required by the Contract Documents that extend for a period beyond one year after substantial completion. (Delivery of such guaranties and warranties will not relieve Contractor for any obligation assumed under any other provision of the Contract Documents.);
 - d. An affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the Work for which Intermountain's property might be responsible or encumbered (less amounts withheld by Intermountain) have been paid or otherwise satisfied;
 - e. A current or additional certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days prior written notice, by certified mail, return receipt requested, has been given to Intermountain;
 - f. A written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
 - g. If requested by surety in a timely manner or by Intermountain, consent of surety, to final payment;
 - h. Up to date as built Drawings certified by Contractor as accurate and complete, Specifications, Addenda, Change Orders and other Modifications maintained at the site; the warranties, instructions, operation and maintenance manuals, and training videos required to be furnished by the Contract Documents;
 - i. Other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by Intermountain. If a Subcontractor refuses to furnish a release or waiver required by Intermountain, Intermountain may require consent of surety to the final payment. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, Contractor will refund to Intermountain all money that Intermountain may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees; and
 - j. A written statement demonstrating how Contractor will distribute interest earned on retention to Subcontractors as required by Section 13.8.5, U.C.A.

In addition, A/E must declare to Intermountain in writing that the Work is complete. If the aggregate of previous payments made by Intermountain exceeds the amount due Contractor, Contractor will reimburse the difference to Intermountain within ten (10) Days of Intermountain's request.

- 8.8.3 Waiver of Claims: Final Payment. The making of final payment will not constitute a waiver of Claims or other rights by Intermountain.
- 8.8.4 Waiver by Accepting Final Payment. Acceptance of final payment by Contractor or a Subcontractor will constitute a waiver of Claims by that payee except those Claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
- 8.8.5 Time of Repose and Waiver. In addition and notwithstanding, claims and invoices for work, equipment, services, or materials that are not submitted to Intermountain within one (1) year of Substantial Completion of the Project are completely void and unenforceable as against Intermountain. Contractor and all Subcontractors hereby waive all rights and claims against Intermountain attendant such claims and invoices, and Contractor will contractually obligate each Subcontractor to waive all rights and claims against Intermountain attendant such claims and invoices. This provision imposes an absolute cut off on the timing for submitting such claims and invoices; this provision does not lengthen any timing requirements in the Contract Documents.

9. TESTS AND INSPECTIONS, SUBSTANTIAL AND FINAL COMPLETION, UNCOVERING, CORRECTION OF WORK, AND GUARANTY PERIOD.

9.1 Tests and Inspections.

- 9.1.1 In General. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, resolutions or orders of public authorities having jurisdiction will be made at an appropriate time. Unless otherwise specifically set forth in the Contract Documents or agreed to by Intermountain in writing, Intermountain will contract for such tests, inspections and approvals with an independent entity, or with the appropriate public authority, and Intermountain will bear all related costs of tests, inspections and approvals except as provided below. If any of the Work is required to be inspected or approved by the terms of the Contract Documents or by any public authority, Contractor will, at least two working days before the time of the desired inspection, and following the procedures established by Intermountain, request such inspection or approval to be performed. Contractor will give A/E timely notice of when and where tests and inspections are to be made so that A/E may observe such procedures.
- 9.1.2 Failure of An Inspector to Appear. Work will not proceed without any required inspection and the associated authorization by Intermountain to proceed unless the following procedures and requirements have been met:
- a. The inspection or approval was requested in a timely manner as provided in Paragraph 9.1.1;
 - b. Contractor received written confirmation from the inspection entity that the inspection was scheduled;
 - c. Contractor has contacted or attempted to contact the inspector to confirm that the inspector is unable to perform the inspection as scheduled;
 - d. If the inspector has confirmed that it is unable to perform the inspection as scheduled or if Contractor is unable to contact the inspector, Contractor will attempt to contact Intermountain Representative for instruction; and Contractor has documented the condition of the work before being covered through photos or other means.
- 9.1.3 Nonconforming Work. If such procedures for testing, inspection or approval under Paragraph 9.1.1 reveal failure of portions of the Work to comply with the requirements established by the Contract Documents, Contractor will bear all costs made necessary by such failure including those of repeated procedures and compensation for Intermountain's expenses, including the cost of retesting for verification of compliance if necessary, until Intermountain accepts the Work in question as complying with the requirements of the Contract Documents.
- 9.1.4 Certificates. Required certificates of testing, inspection or approval will, unless otherwise required by the Contract Documents, be secured by Contractor and promptly delivered to A/E.

- 9.1.5 A/E Observing. If A/E is to observe tests, inspections or approvals required by the Contract Documents, A/E will do so with reasonable promptness and, where practicable, at the normal place of testing.
- 9.1.6 Promptness. Tests, inspections and arrangements for approvals conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.

9.2 Inspections: Substantial and Final.

- 9.2.1 Substantial Completion Inspection. Before requesting a substantial completion inspection, Contractor will prepare a comprehensive initial punchlist, including unresolved items from prior inspections, for review by Intermountain and A/E to determine if the Project is ready for a substantial completion inspection. If Intermountain determines that the initial punchlist indicates that the Project is not substantially complete, the initial punchlist will be returned to Contractor with written comments. If Intermountain determines that the initial punchlist indicates that the Project may be substantially complete, A/E will promptly organize and perform a Substantial Completion inspection in the presence of Intermountain and all appropriate authorities.
- a. If A/E reasonably determines that the initial punchlist prepared by Contractor substantially understates the amount of the Work remaining to be completed and the Project is not substantially complete, A/E will report this promptly to Intermountain, and upon concurrence of Intermountain, Contractor will be assessed the costs of the inspection and punchlist preparation incurred by A/E and Intermountain.
 - b. When the Work or designated portion thereof is Substantially Complete, A/E will prepare a Certificate of Substantial Completion which will establish the date of Substantial Completion; will establish responsibilities of Intermountain and Contractor for security, maintenance, heat, utilities, damage to the work and insurance; and will fix the time within which Contractor will finish all items on the punchlist accompanying the Certificate. The Certificate of Substantial Completion will require approval by Intermountain Representative. If there is a punchlist, Contractor will proceed promptly to complete and correct items on the list. Failure to include an item on the punchlist does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.
 - c. Warranties required by the Contract Documents will commence on the date of Substantial Completion of the Work or designated portion thereof except to the extent as provided otherwise in the Contract Documents or if such warranty is related to an item where the work is not complete. Such warranty documents will state the length of the warranty, which must comply with the Contract Documents.
 - d. The Certificate of Substantial Completion will be submitted by A/E to Intermountain and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
 - e. Except to the extent Intermountain Representative otherwise approves in advance and in writing, Contractor will submit the following documents in order to achieve Substantial Completion: written warranties, guarantees, operation and maintenance manuals, and all complete as-built drawings. Contractor must also provide or obtain any required approvals for occupancy. Contractor is responsible for the guaranty of all Work, whether performed by it or by its Subcontractors at any tier.
- 9.2.2 Final Completion Inspection. Before requesting a final inspection, Contractor will verify all punchlist items are corrected/completed. Once all punchlist items are corrected/completed Contractor will notify Intermountain and request a final inspection. Intermountain will notify A/E and perform a final inspection. Two final inspections may be allowed due to required weather changes required to complete some items. When all punchlist items are completed a final pay request will be provided by Contractor, authorized by A/E and processed by Intermountain.

9.3 Uncovering of Work.

- 9.3.1 Uncover Uninspected Work. Except as provided in Paragraph 9.3.3, if a portion of the Work is covered before an Inspector's approval to proceed, it must, be uncovered for the Inspector's inspection and be replaced at Contractor's expense without change in the Contract Time.
- 9.3.2 Observation before Covering. Except as provided in Paragraph 9.3.3, if Intermountain or A/E has requested in writing to observe conditions before any Work being covered or if such observation is specified in the Contract Documents, and the Work is covered without such observation, Contractor will be required to uncover and appropriately replace the Work at Contractor's expense without change in the Contract Time. If Contractor requests an inspection and Intermountain or A/E, including any inspector of each, does not appear, Contractor will immediately notify Intermountain of such lack of appearance, but will not cover the Work without such inspection.
- 9.3.3 When an Inspector Fails to Appear Or A/E Or Intermountain Did Not Make Prior Request. If Work is performed by Contractor without an inspection as provided in Paragraph 9.1.2 or if a portion of the Work has been covered which A/E or Intermountain has not specifically requested to observe before its being covered or such observation is not specified by the Contract Documents, A/E or Intermountain may request to see such Work and it will be uncovered by Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement, will, by appropriate Change Order, be charged to Intermountain. If such Work is not in accordance with the Contract Documents, Contractor will pay such costs unless the condition was caused by Intermountain or a separate contractor in which event Intermountain will be responsible for payment of such costs.

9.4 Correction of Work and Guaranty Period.

- 9.4.1 Contractor Correct the Work. Contractor will correct Work rejected by A/E, Inspector or Intermountain, or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. Contractor will bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for A/E's and Inspector's services and expenses made necessary thereby.
- 9.4.2 Guaranty and Correction after Substantial Completion. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.2.1 or by terms of an applicable special warranty or guaranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, including failure to perform for its intended purpose, Contractor will correct it promptly after receipt of written notice from Intermountain to do so unless Intermountain has previously given Contractor a written acceptance of such condition. The period of one year will be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation of Contractor under this Paragraph 9.4.2 will be operative notwithstanding the acceptance of the Work under the Contract, the final certificate of payment, partial or total occupancy and/or termination of the Contract. Intermountain will give notice of observed defects with reasonable promptness, however, failure to give such notice will not relieve Contractor of its obligation to correct the Work at the cost that Contractor would have incurred if Intermountain did so report with reasonable promptness. All corrected Work will be subject to a one-year guaranty period the same in all respects as the original Work, except that such guaranty period will commence from the time of Substantial Completion of the corrected Work. This guaranty period does not affect Intermountain's right to pursue any available remedies against Contractor.

9.4.3 Removal of Work.

- a. Contractor will promptly remove from the premises all Work that Intermountain and/or A/E determines as being in nonconformance with the Contract Documents, whether incorporated or not.
- b. Contractor will promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to Intermountain.
- c. Contractor will bear the expense of correcting destroyed or damaged construction, whether completed or partially completed, of Intermountain or of other contractors destroyed or damaged by such removal or replacement.
- d. If Contractor does not remove such rejected Work within a reasonable time, fixed by written notice, Intermountain may have the materials removed and stored at the expense of Contractor.
- e. If Contractor does not correct the nonconforming Work within a reasonable time, fixed by written notice, Intermountain may correct it in accordance with Paragraph 12.2.2 of these General Conditions.

9.4.4 Not Limit Other Obligations. Nothing contained in this Article 9.4 will be construed to establish a period of limitation with respect to other obligations which Contractor may have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 9.4.2 relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

9.5 Additional Warranties.

9.5.1 In General. In addition to any other provisions of this Article 9, the following warranties will apply:

- a. Contractor warrants to Intermountain that materials and equipment furnished under the Contract will be of good quality and new, except to the extent otherwise required or expressly permitted by the Contract Documents.
- b. Contractor also warrants to Intermountain that the Work will be free from defects not inherent in the quality required or permitted and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered Defective at Intermountain's option.

9.5.2 Correction of Work.

- a. Contractor will promptly correct any portion of the Work which is rejected by A/E, the inspector, or Intermountain, or which fails to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor will bear the cost of correcting such rejected Work, including additional testing and inspection costs, compensation for A/E's services, and any other expenses made necessary thereby. Such costs will in no way be payable by Intermountain and will not increase the Contract Sum.
- b. Contractor will remedy any Defects due to faulty materials, equipment, or workmanship which appear within a period of one (1) year from the date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. Contractor will pay all costs of correcting faulty work, including additional A/E fees, attorney fees, expert fees, consultant fees, copy costs, and other expenses when incurred. Such costs will in no way be payable by Intermountain and will not increase the Contract Sum.

- c. Nothing in the Contract Documents will be construed to establish a period of limitation within which Intermountain may enforce the obligation of Contractor to comply with the Contract Documents. The one (1) year period specified in paragraph 9.5.2(2) has no relationship to the time within which Intermountain may enforce compliance with the Contract Documents, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations.

9.5.3 Exclusion. Unless due to the negligent or intentional act or omission of Contractor or those under Contractor's control, or as otherwise stated in the Contract Documents, Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

9.5.4 Furnish Evidence on Request. If requested by A/E or Intermountain, Contractor will furnish satisfactory evidence as to the type and quality of materials and equipment.

9.6 Acceptance of Nonconforming Work. If Intermountain prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Intermountain may do so in writing instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment will be effected whether or not final payment has been made. Without limitation, usage by Intermountain or A/E of mechanical devices, machinery, apparatus, equipment, or other work or materials supplied under the Contract Documents before written acceptance by Intermountain, will not constitute Intermountain's acceptance.

10. INSURANCE AND BONDS.

10.1 Insurance. To protect against liability, loss and/or expense arising in connection with the performance of services described under the Contract Documents, Contractor will obtain and maintain in force as set forth below in section 10.1.9 without interruption, the following stated insurance, in a form and content satisfactory to Intermountain, from insurance companies authorized to do business in the State in which the Project is located with an A.M. Best's Rating of A- or better and Class VII or better. Contractor will require all Subcontractors to have and maintain similarly required policies. All of the following listed insurance coverages will be provided by Contractor.

10.1.1 Contractor's Commercial General Liability Insurance. Contractor will maintain coverage, with ISO Form CG 00 01 or other policy form satisfactory to Intermountain, on an occurrence basis, including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury, and Broad-Formed Property Damage (including coverage for Explosion, Collapse, and Underground hazards), which will provide primary coverage to the additional insureds (Intermountain and the A/E) in the event of any occurrence, claim, or suit, with per occurrence and annual aggregate policy limits of at least as follows:

\$2,000,000	General Aggregate;
\$2,000,000	Products-Completed Operations Aggregate;
\$1,000,000	Personal and Advertising Injury;
\$1,000,000	Each Occurrence.

Intermountain reserves the right to require additional coverage limits of liability from that stated above. Intermountain also reserves the right to require project specific insurance, and if such right has been exercised it will be indicated in the Contract Documents.

10.1.2 Excess and Umbrella Liability Insurance. Contractor will maintain excess and liability insurance with coverage at least as broad as the underlying liability insurance described in this section, written on an occurrence basis with per occurrence and annual aggregate policy limits based on the following chart, unless modified by mutual agreement of the parties,

Small Project (\$2,000,000 or less)
Minimum Commercial General Liability Coverage
\$1,000,000 each occurrence,
\$3,000,000 general aggregate

Medium Project (\$2,000,001 to \$10,000,000)
Minimum Commercial General Liability Coverage
\$5,000,000 each occurrence,
\$10,000,000 general aggregate

Large Project (Greater than \$10,000,000)
Minimum Commercial General Liability Coverage
\$10,000,000 each occurrence,
\$20,000,000 general aggregate

For insurance purposes, the size of the Project will be specified in the Contractor's Agreement. Such excess or umbrella liability policy will follow form with the primary liability policies, and contain a drop-down provision in case of impairment of underlying limits.

- 10.1.3 Workers' Compensation Insurance and Employers' Liability Insurance. Worker's Compensation Insurance will cover full liability under the Worker's Compensation Laws of the jurisdiction in which the Project is located at the statutory limits required by this jurisdiction's laws. Contractor will also maintain Employer's Liability Insurance with limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. Contractor will collect and keep on-file evidence that Contractor and all tiers of Subcontractors have current certificates of this Workers Compensation Insurance (as required by State statute) as well as Employer's Liability Insurance, and will produce them upon request by Intermountain.
- 10.1.4 Automobile. Automobile liability insurance for claims arising from the ownership, maintenance, or use of a motor vehicle. The insurance will be written on an "occurrence" form and will apply to "any auto" and will cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability: \$1,000,000 – Combined Single Limit Bodily Injury and Property Damage per Occurrence.
- 10.1.5 Pollution Liability Insurance. Pollution Liability Insurance covering Contractor's or appropriate Subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Work and services performed (including transportation risk) under this Contract, is required with limits of at least \$1,000,000 per claim and \$1,000,000 annual aggregate.
- 10.1.6 Aircraft Use. Contractor using its own manned or unmanned aircraft, or employing manned or unmanned aircraft in connection with the work performed under the Contract Documents will maintain Aircraft Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence. This certificate will state that the policy required by this paragraph has been endorsed to name Intermountain as an Additional Insured.
- 10.1.7 Policy Aggregate(s). Unless project specific insurance is required by Intermountain, the above insurance coverages will be written or endorsed under a policy to have general, per occurrence, and aggregate limits of liability applicable to this project only.
- 10.1.8 Certificates. Before the Contract Documents are executed, Contractor will submit certificates in form and substance satisfactory to Intermountain as evidence of the insurance requirements of this Article 10. Contractor will obtain copies of Additional Insured (Ongoing and Completed Operations), Waiver of Subrogation, and Primary and Non-Contributory Endorsements and/or policy clauses. The certificates will contain provisions that no cancellation, or non-renewal will become effective except upon thirty (30) Days prior written notice by US Mail to Intermountain as evidenced by return receipt, certified mail sent to Intermountain. Contractor will notify Intermountain within thirty (30) Days of

any claim(s) against Contractor which singly or in the aggregate exceed 20% of the applicable required insured limits and Contractor will, if requested by Intermountain, use its best efforts to reinstate the policy within the original limits and at a reasonable cost. Intermountain will be named as an additional insured party, as primary coverage and not contributing, on all the insurance policies required by this Article, except the professional liability and workers' compensation policies, by endorsements satisfactory to Intermountain -- using a combination of ISO forms CG 20 10 (07/04), Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization and CG 20 37 (07.04) Additional Insured – Owners, Lessees or Contractors – Completed Operations, or other forms acceptable to Intermountain, naming Intermountain and A/E as additional insureds. Intermountain reserves the right to request Contractor to provide a loss report from its insurance carrier. Contractor will collect and keep on-file evidence that Contractor and each Subcontractor has current certificates of Commercial General Liability Insurance, Excess /Umbrella Liability Insurance, and other insurance required herein, and will produce them upon request by Intermountain.

- 10.1.9 Maintain throughout Contract Documents Term. Contractor will maintain, from commencement of the Work, insurance coverage required in Articles 10.1 and 10.2 as follows:
- a. Commercial General Liability Insurance through expiration of the statute of limitations/repose for completed operations, but in no event less than ten (10) years from completion of the Project; and
 - b. All other insurance through final payment.
- 10.1.10 Waivers of Subrogation. Contractor waives all rights against Intermountain and other additional insureds for recovery of damages to the extent the losses and damages are covered by existing insurance, including without limitation commercial general liability, commercial excess/umbrella liability, business auto liability, workers compensation or employer's liability insurance, and pollution liability insurance. Contractor will ensure that all insurance policies required herein will be endorsed to include waivers of subrogation in favor of Intermountain. Contractor hereby waives all rights of subrogation against Intermountain.
- 10.1.11 Excess Coverages. Any type of insurance or any increase of limits of liability not described in the Contract Documents which Contractor requires for its own protection or on account of any statute, rule or regulation, will be its own responsibility and at its own expense.
- 10.1.12 Not Relieve Contractor of Liability. The carrying of any insurance required by the Contract Documents will in no way be interpreted as relieving Contractor of any other responsibility or liability under the Contract Documents or any applicable law, statute, rule, regulation, or order.
- 10.1.13 Contractor Compliance with Policies. Contractor will not violate or permit to be violated any of the provisions of the insurance policies required under the Contract.
- 10.1.14 Deductible Liability. Any and all deductibles in the above described policies will be assumed by, for the account of, and at the sole risk of Contractor. The allowable deductible for any of the Contractor insurance policies required by these General Conditions shall be no less than \$1,000 or 0.1 percent of the Contract Amount, whichever is greater.

10.2 "Builder's Risk" Property Insurance.

- 10.2.1 In General. Intermountain will provide through Substantial Completion "Builder's Risk" property insurance for the cost of the Project. The policy will be written on an all risk basis, with exclusions standard for the insurance industry, on policy forms currently and commercially available, with insurance carriers selected by Intermountain.
- 10.2.2 Deductible. The above described "Builder's Risk" policies shall be subject to a total deductible of \$5,000 per loss occurrence, which deductible shall be assumed by Contractor or Subcontractors, in proportion to their share of the total amount of an insured loss occurrence.

- 10.2.3 Waiver. To the extent damages are covered by the above described “Builder’s Risk” policies, Contractor, including all Subcontractors and Material Suppliers, and Intermountain hereby waive all rights against each other for damages caused by perils insured against under the “Builder’s Risk” insurance provided. Contractor will require similar waivers from each of their contractors, subcontractors, material suppliers, sub-consultants and agents, at any tier.
- 10.2.4 Policy Terms. Intermountain will provide a copy of the terms and conditions of the builders risk policy to Contractor upon Contractor’s request. Contractor will comply with terms, conditions, and deadlines of the builders risk policy. The terms, conditions, and deadlines of the builders risk policy shall govern coverage. Contractor will cooperate with Intermountain and the builders risk commercial insurer in the investigation, documentation, and settlement of loss claims, including without limitation promptly responding to all requests for information and documentation from the builders risk commercial insurer and/or Intermountain.
- 10.2.5 Special Hazards. Intermountain will bear the risk of loss, delay and/or damage due to earthquake and/or flood and may either insure or self-insure that risk.

10.3 Performance Bond and Payment Bond. If required by the Contract Documents, Contractor will before commencement of the Work or within ten (10) Days after signing the Agreement, whichever is earlier, submit and maintain in full force and effect as required by law and the Contract Documents, as part of the Construction Costs for the Project, written on Form AIA Document A312 (1984) or on other forms provided by Intermountain, and include as part of the quoted total all costs involved in securing and furnishing, a performance bond and a labor and material payment bond the bonds listed below, based on the completed cost of the Contract and effective upon execution of the Contract. These bonds will be from a surety company or companies licensed in the state in which the Project is located and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds, have a penal sum obligation not exceeding the authorization shown in the current revision of Circular #570 as issued by the United States Treasury Department, i.e. “Treasury List”, and be accompanied by a certified copy of the power of attorney stating the authority of the attorney-in-fact executing the bonds on behalf of the surety.

- a. A full 100 percent performance bond covering the faithful execution of the Contract in accordance with the Contract Documents; and
- b. A full 100 percent payment bond covering payment of all obligations arising under the Contract Documents, for the protection of each person supplying labor, service, equipment, or material for the performance of the Work.

All Subcontractor performance and payment bonds will name Contractor and Intermountain as Obligee. Intermountain reserves the right to reject any surety company, performance bond, or labor and material payment bond with or without cause.

10.4 Intermountain Self-Insurance. Intermountain may, at its option, satisfy any insurance requirements applicable to Intermountain through its self-insurance and risk management program.

11. MISCELLANEOUS PROVISIONS.

11.1 A/E’s Responsibilities. These General Conditions are not intended to provide an exhaustive or complete list of A/E’s responsibilities. A separate agreement between Intermountain and A/E incorporates these General Conditions by reference and includes additional design responsibilities.

11.2 Successors and Assigns. Intermountain and Contractor respectively bind themselves, to the other party in respect to covenants, agreements and obligations contained in the Contract Documents. Contractor will not assign the Contract, or any of its rights or obligations under the Contract, without the prior written consent of Intermountain, nor will Contractor assign any amount due or to become due as well as any rights under the Contract, without prior written consent of Intermountain. Intermountain may assign the

Contract to an institutional lender providing financing for the Project. In such event, the lender will assume Intermountain's rights and obligations under the Contract. Contractor will execute all consents reasonably required to facilitate such assignment.

11.3 Written Notice. Written notice will be deemed to have been duly served if (a) delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or (b) delivered at or sent by registered or certified mail, return receipt requested, or (c) deposited for delivery with a nationally recognized overnight courier service, to the last business address known to the party giving notice.

11.4 Rights and Remedies.

11.4.1 **Not Limit.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder will be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

11.4.2 **Not Waiver.** Except as expressly provided elsewhere in the Contract Documents, no action or failure to act by Intermountain, A/E or Contractor will constitute a waiver of a right or duty afforded them under the Contract Documents, nor will such action or failure to act constitute approval or acquiescence in a breach thereunder, except as any of the above may be specifically agreed to in writing. In no case will Contractor or any Subcontractors be entitled to rely upon any waiver of any of these General Conditions unless agreed to in writing by Intermountain.

11.5 Use of Intermountain Forms. Unless otherwise specifically identified in the Contract, all references or requirements for use or submission of documents to Intermountain, to A/E, or to others must be on Intermountain's approved forms. These forms include, without limitation, pay application, requests for payment, proposed change orders, change orders, modifications, requests for information, continuation sheets, waiver and lien releases, verifications, and other project related documents. Notwithstanding, Intermountain may in its sole discretion accept alternate forms. However, Intermountain's acceptance of an alternate form in one instance does not waive or modify the requirements herein for subsequent submissions.

11.6 Governing Law, Jurisdiction and Venue. To the maximum extent permitted by law, Utah laws, excluding its conflict-of-law provisions, govern the Contract and both Intermountain and Contractor submit to the exclusive jurisdiction and venue of state and federal courts located in Salt Lake County, Utah.

11.7 Interpretation. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modification or an article is absent from the statement and appears in another is not intended to affect the interpretation of either statement.

11.8 Severability. The invalidity of any part, paragraph, subparagraph, phrase, provision or aspect of the Contract documents will not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

11.9 Construction of Words. Unless otherwise stated in the Contract Documents, words, which have well-known technical or construction industry meanings, will be construed as having such recognized meanings. Unless the context requires otherwise, all other technical words will be construed in accordance with the meaning normally established by the particular, applicable profession or industry. All other words, unless the context requires otherwise, will be construed with an ordinary, plain meaning.

11.10 No Third-Party Rights. The Contract Documents will not be construed to create a contractual relationship of any kind (1) between A/E and Contractor, (2) between Intermountain and a Subcontractor or (3) between any persons or entities other than Intermountain and Contractor. Nothing contained herein will be deemed as creating third party beneficiary contract rights or other actionable rights or duties as

between Contractor and A/E, or as between Intermountain, Contractor, or A/E on the one hand, and any other person or entity.

- 11.11 Change of Control.** If a third party acquires a controlling interest (i.e., 50% ownership or more) of Contractor, then (a) Contractor will notify Intermountain within fifteen (15) Days of that acquisition, and (b) upon that acquisition, Intermountain may terminate for cause the Contract immediately upon written notice to Contractor.
- 11.12 Entire Agreement and Amendment Limitation.** The Contract represents the entire and integrated agreement between Intermountain and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by (1) a written amendment executed by both Intermountain and Contractor, or (2) by a Modification.
- 11.13 Notices.** Any notice required by the Contract will be served upon the recipient's designated representative by hand delivery at the last known business address, or by mail or nationally recognized overnight courier service with "delivery confirmation" to the last known address.
- 11.14 No Publicity.** Without receiving prior written approval from an Intermountain vice president, Contractor will not distribute any publicity regarding the Contract.
- 11.15 Waivers.** No waiver by Intermountain or Contractor of any default will constitute a waiver of the same default at a later time or of a different default.
- 11.16 Waiver of Consequential Damages.** Intermountain and Contractor waive all claims against each other for any consequential damages that may arise out of or relate to the Contract. Intermountain waives damages including but not limited to is loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, loss of business, the services of employees, or loss of reputation. Contractor waives damages including but not limited to the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity or loss of reputation. This section may not be construed to preclude recovery of consequential damages when such damages are actually recovered from insurance policies required by the Contract Documents. The provisions of this section also apply to the termination of the Contract and survive such termination.
- 11.17 Compliance.**
- 11.17.1 Remuneration. Remuneration flowing between the parties is at fair market value for actual and necessary items furnished or services rendered, is based upon an arm's-length transaction, and does not take into account, directly or indirectly, the value or volume of any past or future referral or other business generated between the parties (or of any referral or business of any principal, affiliate, or immediate family member - as those terms may be defined by applicable laws - of either party).
- 11.17.2 Financial Relationships. To its knowledge, Contractor (a) is not a physician-owned entity and (b) has no prohibited financial relationship with any physician who is in a position to generate business for Intermountain, or with an immediate family member of that physician. Intermountain defines a "physician-owned entity" as any entity in which a physician, or immediate family member of a physician, holds an ownership, investment, or royalty interest (if royalties are paid on any purchase resulting from the royalty holder's order). The Code of Federal Regulations (CFR) defines "financial relationship" (in 42 CFR 411.354) and "immediate family member" (in 42 CFR 411.351).
- [Note: Physicians and their immediate family members may own investment securities of Contractor if that investment complies with 42 CFR 411.356(a) or (b), and may have a compensation arrangement that both complies with 42 CFR 411.357(p) and does not take into account the volume or value of referrals or other business generated for Intermountain by a physician or a physician's immediate family members.]

- 11.17.3 Exclusion or Sanction. Contractor warrants that neither it, or any of its affiliates or employees, excluded from participation in, or sanctioned under, any state or federal healthcare program, including those set forth in 42 U.S.C. §1320a 7b(f). Contractor will notify Intermountain immediately in writing if the warranty in the preceding sentence is, or becomes, inaccurate during the Term.
- 11.17.4 Access to Books and Records. Intermountain is a provider under Federal Medicare programs and is subject to Section 952 of the Omnibus Reconciliation Act of 1980. That law requires Intermountain, as a provider, to include the following provision in its agreements with suppliers who receive \$10,000 or more under an agreement with Intermountain. If requested by the Secretary of HHS, by the U.S. Comptroller, or by an authorized representative of either of them, Contractor will make available to the requestor the Contract and Contractor's books, documents, and records to allow the requestor to certify the nature and extent of the charges for services provided under the Contract and charged to Medicare. Contractor will continue to make those items available for four years after Contractor furnishes the final products (or services) under the Contract. If Contractor contracts with another to carry out any of Contractor's duties under the Contract and the Subcontractor is to receive \$10,000 or more in value under that subcontract, then Contractor will obtain a written contractual commitment from the Subcontractor to comply with the obligations of this section of the Agreement. The obligations of this Section survive the expiration or other termination of the Contract.
- 11.17.5 Code of Ethics. In its dealings with Intermountain, Contractor has and will comply with all codes of ethics applicable to suppliers and their interactions with purchasers like Intermountain, including, without limitation, the AdvaMed Code of Ethics on Interactions with Health Care Professionals.
- 11.17.6 Facility Access Policy. All of Contractor's representative(s) entering any Intermountain facility must comply with Intermountain's Facility Access Policy. This policy requires each of these Contractor representatives to check in with Intermountain on each visit to an Intermountain facility to receive an identification badge; and as applicable, log onto: <https://intermountainhealthcare.org/supply-chain-organization/for-suppliers/for-current-suppliers/access-to-intermountain-facilities/> and complete the registration requirements. Please contact Intermountain representative with any questions.
- 11.17.7 Equal Opportunity. Affirmative Action. Intermountain is an equal opportunity employer and federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with the following, which are incorporated herein by reference: 41 CFR 60 1.4(a), 41 CFR 60 300.5(a), 41 CFR 60 741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, specifically:
- a. Intermountain and Contractor will abide by the requirements of 41 CFR 60 300.5(a), as applicable. This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and Subcontractors to employ and advance in employment qualified protected veterans.
 - b. Intermountain and Contractor will abide by the requirements of 41 CFR 60 741.5(a), as applicable. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.
- 11.17.8 Remedies. If Contractor breaches any obligation of this section, Intermountain may immediately terminate for cause the Contract upon written notice to Contractor.

11.18 Work Restrictions / Drug Testing. Contractor will ensure that Contractor, its agents, employees, and all Subcontractors do not use or consume alcohol or cannabis, or illegally use drugs, upon Intermountain's property or enter upon or perform any work on Intermountain's property while under their influence. Contractor will obtain necessary consents and will conduct periodic inspections and drug testing to monitor and ensure compliance with these requirements. Contractor will bear the expenses of such inspections and drug testing and will hold Intermountain harmless from all claims arising out of or relative thereto. In addition, Contractor will ensure that Contractor and all Subcontractors do not smoke or vape

anything upon Intermountain's property except and only within designated smoking areas approved by Intermountain.

11.19 Utah State Sales Tax. Contractors should be exempt on purchases of material installed or converted into real property to be used by Intermountain. The Contractor will furnish each vendor with Intermountain's Tax exemption number.

11.20 Notice of Intent to Obtain Final Completion. Contractor shall file with the Utah State Construction Registry, on its own behalf and/or on behalf of Intermountain, a notice of intent to obtain final completion at least forty-five (45) Days before the day on which Intermountain or Contractor files or could file a notice of completion under Utah statutes if: (1) the completion of performance time under the original contract for construction work is greater than one hundred twenty (120) Days; (2) the total original construction contract price exceeds \$500,000; and (3) neither Contractor nor Intermountain has obtained a payment bond in accordance with Utah Code Ann. Section 14-2-1.

11.21 Notice of Completion. Within five (5) Days of final completion of the Project and in compliance with Section 38-1a-507 Utah Code Annotated, Contractor shall file with the Utah State Construction Registry, and copy to Intermountain, a notice of completion which shall include, without limitation, the following:

- a. The name, address, telephone number, and email address of the person filing the notice of completion;
- b. The name of the county in which the Project and/or Project site is located;
- c. The date on which final completion is alleged to have occurred;
- d. The method used to determine final completion; and
- e. One of the following:
 1. The tax parcel identification number of each parcel included in the Project and/or Project site;
 2. The entry number of a preliminary notice on the same project that includes the tax parcel identification number of each parcel included in the Project and/or Project site; or
 3. The entry number of the building permit issued for the Project.

Notwithstanding any other provision of the Contract Documents to the contrary, Contractor and Intermountain agree that any breach or failure to comply with this requirement by Contractor will constitute a breach of contract and the Contractor will be liable for any direct, indirect, or consequential damages to Intermountain flowing from this breach.

11.22 Audit Rights. Contractor will keep, maintain and preserve complete, current and accurate books, records, and accounts of the transactions contemplated by this Agreement and such additional books, records and accounts as are necessary to establish and verify Contractor's compliance with the Contract. All these books, records and accounts will be available for inspection and audit by Intermountain and/or an independent third party designated by Intermountain and approved by Contractor at any time during the Term and for two (2) years thereafter, but only during reasonable business hours and upon reasonable notice. In addition:

- a. Intermountain agrees that its routine audits will not be conducted more frequently than once in any consecutive twelve (12) month period.
- b. If, after any audit of Contractor, Intermountain requires additional information regarding the transactions contemplated by the Contract, Contractor will furnish to Intermountain or to the third-party audit firm any additional information Intermountain specifies that relates to the audit period to establish and verify Contractor's compliance with the Contract Documents.

- c. Intermountain's right to inspect and audit is without prejudice to any other or additional rights or remedies of either party.
- d. Contractor agrees to not unreasonably withhold approval of any independent third-party audit firm.
- e. If an audit reveals an overcharge incurred by Intermountain on this Project, Contractor will provide a written response explanation, correct any error and remit any monies due within ten (10) Days after receiving notice of the error or overcharge.

Intermountain may audit applications for payments or any other aspect of the Services and Work of Contractor and of the Subcontractor or suppliers at any tier. Contractor will cooperate with Intermountain in providing all necessary information for any Intermountain audit.

12. TERMINATION OR SUSPENSION OF THE CONTRACT.

12.1 Termination by Contractor.

12.1.1 In General. If the Work is stopped for a period of ninety (90) Days through no act or fault of Contractor or a Subcontractor, or their agents or employees or any other persons performing portions of the Work under contract with any of the above, Contractor, may terminate the Contract in accordance with 12.1.2 herein below for any of the following reasons:

- a. Because Intermountain has persistently failed to fulfill fundamental Intermountain's obligations under the Contract Documents with respect to matters important to the progress of the Work;
- b. Issuance of an order of a court or other public authority having jurisdiction which necessitates such termination, except that where Contractor has standing, Contractor must cooperate in efforts to stay and/or appeal such order;
- c. A governmental declaration of national emergency, making material unavailable; or
- d. Unavoidable casualties or other similar causes as listed in Paragraph 12.2.2(2) herein below.

12.1.2 Notice. If one of the reasons for termination in Paragraph 12.1.1 hereinabove exist, Contractor may, upon ten (10) additional Days' written notice to Intermountain and A/E, and such condition giving cause for termination still not cured, terminate the Contract and recover from Intermountain payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages associated only with work completed before the notice of termination.

12.2 Termination by Intermountain for Cause.

12.2.1 In General. Intermountain may terminate the Contract if Contractor fails to cure any of the following within a period of ten (10) Days (or longer if Intermountain so approves in writing) after receipt of notice from Intermountain specifying the cause for termination:

- a. Contractor refuses or fails to supply enough properly skilled workers or proper materials;
- b. Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- c. Contractor disregards laws, ordinances, or rules, regulations, resolutions or orders of a public authority having jurisdiction; or
- d. Contractor fails to perform the Work within the time specified in the Contract Documents or any authorized extension thereof or Contractor fails to make progress with the Work as to endanger such compliance;
- e. Contractor fails to perform the Work or is otherwise in breach of a provision of the Contract Documents;

- f. Contractor fails to respond promptly to the financial responsibility inquiry herein;
 - g. As permissible by law for a reason to terminate, Contractor is adjudged bankrupt;
 - h. As permissible by law for a reason to terminate, Contractor should make a general assignment for the benefit to creditors;
 - i. As permissible by law for a reason to terminate, Contractor has or should have a receiver appointed on account of Contractor's insolvency; or
 - j. Contractor fails to follow the material safety requirements and precautions either as expressly provided in the Contract Documents or as consistent with the customary practices in the industry.
- 12.2.2 Intermountain's Right to Carry Out the Work. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) Day period (or longer if approved by Intermountain in writing) after receipt of written notice from Intermountain to cure such default or neglect, Intermountain may without prejudice to other remedies Intermountain may have, correct such deficiencies, including taking over the Work and prosecuting the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work, such materials, appliances, and facilities as may be on the site of the Work as well as the site as necessary for its proper completion. In such case, Intermountain will offset from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for A/E, Intermountain's staff and legal counsel's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor will pay the difference to Intermountain. Contractor will continue performance of the Contract to the extent not terminated.
- 12.2.3 Items Required to Be Transferred or Delivered. Intermountain may require Contractor to transfer title and deliver to Intermountain, in the manner and to the extent directed by Intermountain:
- a. Any completed portion of the Work; and
 - b. Any partially completed portion of the Work and any parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction materials") as Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and Contractor will, upon direction of Intermountain, protect and preserve property in the possession of Contractor in which Intermountain has an interest.
- 12.2.4 Payment. When Intermountain terminates the Contract for one or more of the reasons stated in Paragraph 12.2.1, Intermountain may withhold payment and/or pursue all available remedies.
- 12.2.5 Intermountain Protection If Lienable. When the subject property is lienable, Intermountain may withhold from amounts otherwise due Contractor for such completed Work or construction materials such sum as Intermountain determines to be necessary to protect Intermountain against loss because of outstanding liens or claims for former lien holders.
- 12.2.6 Credits and Deficits. If the unpaid balance of the Contract Sum exceeds the full cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby, such excess will be paid to Contractor. If such cost exceeds the unpaid balance, Contractor will pay the difference to Intermountain this obligation for payment will survive the termination of the Contract.
- 12.2.7 If Contractor Found Not in Default or Excusable. If, after notice of termination of the Contract under the provisions of this Article, it is determined for any reason that Contractor was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions.

- 12.2.8 Rights and Remedies Not Exclusive. The rights and remedies of Intermountain provided in this Article 12.2 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12.3 Suspension, Delay or Interruption of Work by Intermountain for Convenience.

- 12.3.1 By Intermountain in Writing. Intermountain may in writing and without cause, order Contractor to suspend, delay or interrupt the Work in whole or in part for such period of time as Intermountain may determine to be appropriate for the convenience of Intermountain.
- 12.3.2 Adjustments. Any adjustment in Contract Sum and Contract Time will be in accordance with Articles 3, 4, and 7.

12.4 Termination for Convenience of Intermountain.

- 12.4.1 In General. The performance of Work under this Contract may be terminated by Intermountain in accordance with this Article 12.4 in whole, or from time to time, in part, whenever Intermountain will determine that such termination is in the best interest of Intermountain or any person for whom Intermountain is acting under this Contract. Any such termination will be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 12.4.2 Contractor Obligations. After receipt of a notice of termination, and except as otherwise directed by Intermountain in writing, Contractor will:
- a. Stop work under the Contract on the date and to the extent specified in the notice of termination;
 - b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 - c. Terminate all orders and subcontracts to the extent that they relate to performance of Work terminated by the notice of termination;
 - d. Assign to Intermountain in the manner, at the times, and to the extent directed by Intermountain, all of the right, title and interest of Contractor under the orders and subcontracts so terminated, in which case Intermountain will have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Intermountain, which approval or ratification will be final for all the purposes of this Article 12.4;
 - f. Transfer title and deliver to Intermountain in the manner, at the times, and to the extent, if any, directed by Intermountain:
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination; and
 - (ii) The completed or partially completed drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to Intermountain;
 - g. Use best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Intermountain, any property of the types referred to in Paragraph 12.4.2.f above; provided, however, that Contractor:
 - (i) Will not be required to extend credit to any purchaser; and

- (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by Intermountain; and provided further that the proceeds of any such transfer of or disposition will be applied in reduction of any payments to be made by Intermountain to Contractor under this Contract or will otherwise be credited to the Contract Sum or paid in such other manner as Intermountain may direct;
 - h. Complete performance of such part of the Work as will not have been terminated by the notice of termination; and
 - i. Take such action as may be necessary, or as Intermountain may direct, for the protection and preservation of the property related to this Contract which is in the possession of Contractor in which Intermountain has or may acquire an interest.
- 12.4.3 Agreed Upon Payment. Subject to the provisions of Paragraph 12.4.2 above, Contractor and Intermountain may agree upon the amount to be paid to Contractor by reason of the total or partial termination of Work pursuant to this Article 12.4.
- 12.4.4 Payment Not Agreed Upon. In the event of the failure of Contractor and Intermountain to agree, as provided in Paragraph 12.4.3, upon the whole amount to be paid to Contractor by reason of the termination of Work pursuant to this Article 12.4, Intermountain will pay to Contractor the portion of the Contract Sum requisite with the portion of the Work completed as determined by Intermountain as of the date of termination, subject to offsets if any.
- 12.4.5 Deductions. In arriving at the amount due Contractor under this Article 12.4, there will be deducted:
- a. All unliquidated advance or other payments on account theretofore made to Contractor, applicable to the terminated portion of this Contract;
 - b. Any Claim which Intermountain may have against Contractor in connection with this Contract; and
 - c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this Article 12.4, and not otherwise recovered by or credited to Intermountain.
- 12.4.6 Partial Payments. Intermountain may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against cost incurred by Contractor in connection with the terminated portion of this Contract whenever, in the opinion of Intermountain the aggregate of such payments will be within the amount to which Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article 12.4, such excess will be payable by Contractor to Intermountain upon demand, together with interest at a rate of five percent (5%) per annum for the period until the date such excess is repaid to Intermountain; provided, however, that no interest will be charged with respect to any such excess payment attributable to a reduction in Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) Days after the date of such retention or disposition, or such later date as determined by Intermountain by reason of the circumstances.
- 12.4.7 Preserve and Make Available Records. Unless otherwise provided for in this Contract, or by applicable law, Contractor will, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Intermountain at all reasonable times at the office of Contractor, but without direct charge to Intermountain, all books, records, documents and other evidence bearing on the costs and expenses of Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by Intermountain Representative, photographs, micrographs, or other authentic reproductions thereof.
- 12.4.8 Intermountain's Right to Stop the Work. If Contractor fails to correct Work or fails to carry out Work, as required by the Contract Documents or fails to comply with all required and customary safety

precautions; Intermountain, by written order signed personally or by an agent specifically so empowered by Intermountain in writing, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Intermountain to stop the Work will not give rise to a duty on the part of Intermountain to exercise this right for the benefit of Contractor or any other person or entity.

END OF DOCUMENT

CONFIDENTIAL

INTERMOUNTAIN HEALTHCARE ACCESS AND CONFIDENTIALITY AGREEMENT

SECTION 1.0 PURPOSE AND DEFINITION

- 1.1 **Purpose of this Agreement.** Federal and state laws, as well as Intermountain's policies, protect Confidential Information, assure that it remains confidential, and permit it to be used for appropriate purposes. Those laws and policies assure that Confidential Information, which is sensitive and valuable, remains confidential. They also permit you to use Confidential Information only as necessary to accomplish legitimate and approved purposes. You need access to Confidential Information because you have one of the following roles:
- A. An Intermountain Workforce member, which includes volunteers (a "Workforce Member"); or
 - B. An Intermountain-affiliated or Intermountain-credentialed Provider (a "Provider"); or
 - C. A vendor or agent of IHC Health Services, Inc. (a "Vendor" or "Agent").
- 1.2 **Definition.** "Confidential Information" means data proprietary to Intermountain, other companies, or other persons, plus any other information that is private and sensitive and which Intermountain has a duty to protect. You may learn or access Confidential Information through oral communications, paper documents, computer systems, or through your activities at or with Intermountain. Examples of Confidential Information include the following information that is maintained by, or obtained from, Intermountain:
- A. An individual's demographic, employment, or health information;
 - B. Peer-review information;
 - C. Intermountain's business information, (e.g., financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.); and
 - D. Intermountain's or a Third-party's information (e.g., computer programs, client and vendor proprietary information, source code, proprietary technology, etc.).

SECTION 2.0 YOUR DUTIES UNDER THIS AGREEMENT

- 2.1 **Principal Duties.** To qualify to access or use Confidential Information, you will comply with the laws and Intermountain policies governing Confidential Information. Your principal duties regarding Confidential Information include, but are not limited to, the following:
- A. Safeguard the privacy and security of Confidential Information;
 - B. Use Confidential Information only as needed to perform your legitimate and Intermountain-approved responsibilities. This means, among other things, that you will not:
 - (1) Access Confidential Information for which you have no legitimate need to know;
 - (2) Divulge, copy, release, sell, loan, revise, alter, or destroy any Confidential Information except as properly authorized within the scope of your legitimate and Intermountain-approved responsibilities; or
 - (3) Misuse Confidential Information;
 - C. Safeguard, and not disclose, your access code or any other authorization that allows you to access Confidential Information. This means, among other things, that you will:
 - (1) Accept responsibility for all activities undertaken using your access code and other authorization; and
 - (2) Report any suspicion or knowledge that you have that your access code, authorization, or any Confidential Information has been misused or disclosed without Intermountain's permission (Report this suspicion or knowledge to the Intermountain Compliance Hotline at 1-800-442-4845, or, if you are a member of Intermountain's Workforce, to your supervisor or facility compliance coordinator.);
 - D. Not remove Confidential Information from an Intermountain facility unless necessary for your legitimate and Intermountain-approved responsibilities (If removal of Confidential Information from an Intermountain facility is necessary, you will use reasonable and appropriate physical and technical safeguards—such as encrypting electronic Confidential Information.);
 - E. Report activities by any individual or entity that you suspect may compromise the confidentiality of Confidential Information (To the extent permitted by law, Intermountain will hold in confidence reports that are made in good faith about suspect activities, as well as the names of the individuals reporting the activities.);
 - F. Not use or share Confidential Information after termination of your role triggering the requirement to sign this Agreement (For example, if you are a Workforce Member, when you leave Intermountain's employment; if you are a Provider, when you lose your privileges at an Intermountain facility or your privileges to access Confidential Information; and if you are a Vendor or Agent, when you finish your assignment or project with Intermountain or when your company stops doing business with Intermountain, whichever is first.); and
 - G. Claim no right or ownership interest in any Confidential Information referred to in this Agreement.

SECTION 3.0 VIOLATION OF DUTY – CHANGE OF STATUS

- 3.1 **Responsibility.** You are responsible for your noncompliance with this Agreement.
- 3.2 **Discipline.** If you violate any provision of this Agreement, you will be subject to discipline, including but not limited to, the following:
- A. If you are a Workforce Member, to dismissal as a member of Intermountain's Workforce, loss of employment with Intermountain, termination of your ability to access Confidential Information, and legal liability;
 - B. If you are a Provider, a Vendor, or an Agent, to discipline, including revocation of your ability to access or use Confidential Information, and legal liability.
- 3.3 **Relief.** Any violation by you of any provision of this Agreement will cause irreparable injury to Intermountain that would not be adequately compensable in monetary damages alone or through other legal remedies, and will entitle Intermountain to the following:
- A. If you are a Workforce Member, or an Vendor or Agent, to preliminary and permanent injunctive relief, a temporary restraining order, and other equitable relief in addition to damages and other legal remedies; or
 - B. If you are a Provider, to a court order prohibiting your use of Confidential Information except as permitted by this Agreement, and Intermountain may also seek other remedies; and
- 3.4 **Authority.** Intermountain may terminate your access to Confidential Information if your status as a Workforce Member, Provider, Vendor, or Agent changes, if Intermountain determines that to be in the best interests of Intermountain's mission, or if you violate any provision of this Agreement.

SECTION 4.0 Continuing Obligations. Your obligations under this Agreement continue after termination of your status as a Workforce Member, Provider, Vendor, or Agent.

Printed Name: _____

Signature: _____ Date: _____

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INTERMOUNTAIN HEALTHCARE ACCESS AND CONFIDENTIALITY AGREEMENT

SECTION 1.0 PURPOSE AND DEFINITION

- 1.1 **Purpose of this Agreement.** Federal and state laws, as well as Intermountain's policies, protect Confidential Information, assure that it remains confidential, and permit it to be used for appropriate purposes. Those laws and policies assure that Confidential Information, which is sensitive and valuable, remains confidential. They also permit you to use Confidential Information only as necessary to accomplish legitimate and approved purposes. You need access to Confidential Information because you have one of the following roles:
- A. An Intermountain Workforce member, which includes volunteers (a "Workforce Member"); or
 - B. An Intermountain-affiliated or Intermountain-credentialed Provider (a "Provider"); or
 - C. A vendor or agent of IHC Health Services, Inc. (a "Vendor" or "Agent").
- 1.2 **Definition.** "Confidential Information" means data proprietary to Intermountain, other companies, or other persons, plus any other information that is private and sensitive and which Intermountain has a duty to protect. You may learn or access Confidential Information through oral communications, paper documents, computer systems, or through your activities at or with Intermountain. Examples of Confidential Information include the following information that is maintained by, or obtained from, Intermountain:
- A. An individual's demographic, employment, or health information;
 - B. Peer-review information;
 - C. Intermountain's business information, (e.g., financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.); and
 - D. Intermountain's or a Third-party's information (e.g., computer programs, client and vendor proprietary information, source code, proprietary technology, etc.).

SECTION 2.0 YOUR DUTIES UNDER THIS AGREEMENT

- 2.1 **Principal Duties.** To qualify to access or use Confidential Information, you will comply with the laws and Intermountain policies governing Confidential Information. Your principal duties regarding Confidential Information include, but are not limited to, the following:
- A. Safeguard the privacy and security of Confidential Information;
 - B. Use Confidential Information only as needed to perform your legitimate and Intermountain-approved responsibilities. This means, among other things, that you will not:
 - (1) Access Confidential Information for which you have no legitimate need to know;
 - (2) Divulge, copy, release, sell, loan, revise, alter, or destroy any Confidential Information except as properly authorized within the scope of your legitimate and Intermountain-approved responsibilities; or
 - (3) Misuse Confidential Information;
 - C. Safeguard, and not disclose, your access code or any other authorization that allows you to access Confidential Information. This means, among other things, that you will:
 - (1) Accept responsibility for all activities undertaken using your access code and other authorization; and
 - (2) Report any suspicion or knowledge that you have that your access code, authorization, or any Confidential Information has been misused or disclosed without Intermountain's permission (Report this suspicion or knowledge to the Intermountain Compliance Hotline at 1-800-442-4845, or, if you are a member of Intermountain's Workforce, to your supervisor or facility compliance coordinator.);
 - D. Not remove Confidential Information from an Intermountain facility unless necessary for your legitimate and Intermountain-approved responsibilities (If removal of Confidential Information from an Intermountain facility is necessary, you will use reasonable and appropriate physical and technical safeguards—such as encrypting electronic Confidential Information.);
 - E. Report activities by any individual or entity that you suspect may compromise the confidentiality of Confidential Information (To the extent permitted by law, Intermountain will hold in confidence reports that are made in good faith about suspect activities, as well as the names of the individuals reporting the activities.);
 - F. Not use or share Confidential Information after termination of your role triggering the requirement to sign this Agreement (For example, if you are a Workforce Member, when you leave Intermountain's employment; if you are a Provider, when you lose your privileges at an Intermountain facility or your privileges to access Confidential Information; and if you are a Vendor or Agent, when you finish your assignment or project with Intermountain or when your company stops doing business with Intermountain, whichever is first.); and
 - G. Claim no right or ownership interest in any Confidential Information referred to in this Agreement.

SECTION 3.0 VIOLATION OF DUTY – CHANGE OF STATUS

- 3.1 **Responsibility.** You are responsible for your noncompliance with this Agreement.
- 3.2 **Discipline.** If you violate any provision of this Agreement, you will be subject to discipline, including but not limited to, the following:
- A. If you are a Workforce Member, to dismissal as a member of Intermountain's Workforce, loss of employment with Intermountain, termination of your ability to access Confidential Information, and legal liability;
 - B. If you are a Provider, a Vendor, or an Agent, to discipline, including revocation of your ability to access or use Confidential Information, and legal liability.
- 3.3 **Relief.** Any violation by you of any provision of this Agreement will cause irreparable injury to Intermountain that would not be adequately compensable in monetary damages alone or through other legal remedies, and will entitle Intermountain to the following:
- A. If you are a Workforce Member, or an Vendor or Agent, to preliminary and permanent injunctive relief, a temporary restraining order, and other equitable relief in addition to damages and other legal remedies; or
 - B. If you are a Provider, to a court order prohibiting your use of Confidential Information except as permitted by this Agreement, and Intermountain may also seek other remedies; and
- 3.4 **Authority.** Intermountain may terminate your access to Confidential Information if your status as a Workforce Member, Provider, Vendor, or Agent changes, if Intermountain determines that to be in the best interests of Intermountain's mission, or if you violate any provision of this Agreement.

SECTION 4.0 Continuing Obligations. Your obligations under this Agreement continue after termination of your status as a Workforce Member, Provider, Vendor, or Agent.

Printed Name: _____

Signature: _____ Date: _____

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THIRD PARTY ACCESS REQUEST FORM

This form should be used to request third party access to approved Intermountain Healthcare Information Systems. Type the requested information in each section and obtain the required signatures. All request forms must be submitted to Cybersecurity at ISSA@imail.org. Failure to properly fill out this form completely and accurately may result in a delay in processing your request.

	Date
Company Name	Contact Name
Address (Street, City and State)	Zip Code
Primary phone number Other phone number	Email address

NOTE: The above stated company will notify Intermountain Healthcare and change any passwords or access codes into Intermountain's corporate computer systems upon the termination of the CONTACT NAME or other employees associated with the remote access process.

REQUESTOR INFORMATION

Name (Last, First, MI)	Date of Birth	Position Title
Preferred Name	Intermountain User ID	Intermountain Email Address
Primary Facility	US Based/Off Shore Facility	Office Phone Number
Department/Business Unit	Department Manager	Department Manager Email
Job Duties		
Justification for Access to Intermountain Systems		

ACCESS REQUEST:

***For Bulk Access Request, please see page 3

Required Access Period (check one) <input type="checkbox"/> Continuous <input type="checkbox"/> Limited period from dates _____ to _____
Method of Access: <input type="checkbox"/> Secure Access – VPN Secure Access Group Name: _____ <input type="checkbox"/> Digipass Mobile Number (____)____-____ <input type="checkbox"/> Direct Access VDI VDI Pool: _____ <input type="checkbox"/> Active Directory
TYPE of access required (i.e., authority needed):
SYSTEMS to be accessed (including Host IP Address, protocols and ports used, etc):
NOTE: Before granting a User access to any system, the administrator is required to ensure the User exists in the Master User Directory, confirm the username, and if applicable, confirm the User's department.
Does Intermountain have a signed Business Associated Agreement (BAA) with the 3rd Party? <div style="text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>

Does Intermountain already have a support agreement with the appropriate confidentiality agreement signed and submitted?

Yes

No

INTERMOUNTAIN CONTACT:

Intermountain Healthcare Steward	John Ellis
Department	Facility Management
Facility	Central Office
Contact Phone(s)	(801) 442-3874

NOTE: The Intermountain steward is personally responsible for the access of the individual(s) on Intermountain systems. The Intermountain Steward will be listed as the manager for the individual(s) in the master directory.

ACKNOWLEDGEMENT and AGREEMENT:

Access to Intermountain Healthcare's computer systems is monitored and reviewed on a regular basis. Intermountain reserves the right to cancel access without notification to all entities at any time if it feels there's a possible security breach or risk that requires immediate disconnection. Further, all access to Intermountain's computer systems is bound to the current confidentiality and appropriate usage policies in effect.

As the Intermountain steward you are responsible for the access of the individual's listed on this form. The Intermountain steward is required to perform an annual review of all 3rd party access and attest that it is correct. As the Intermountain steward you are responsible for the removal of the user's access in when the 3rd party no longer requires access.

By signing this request, approvers affirm that the applicant's job duties meet the requirement for granting access to Intermountain Healthcare Information Systems and Data and agrees to immediately contact Cybersecurity if a) the applicant separates from the organization, b) the applicant's job duties no longer require access to specified systems, or c) there is any reason to revoke or modify the access granted through this request.

Vendor Contract Name

Vendor Contract Signature

John Ellis

Intermountain Healthcare Steward Name

Intermountain Healthcare Steward Signature

Date of Approval

FOR CYBERSECURITY USE ONLY:

Access approved?

YES

NO

If no, state reason for denial:

Security/Access Concerns:

Date Processed:

Processed By:



Third Party Remote Access Form

Company Information

Date of request: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

****NOTE:** The above stated company will notify Intermountain Healthcare and change any passwords or access codes into Intermountain's computer systems upon the termination of the Contact Name or other employees associated with the remote access process.

List all individuals who will be accessing Intermountain Healthcare's network (Name and DOB)

****NOTE:** All individuals who will be accessing Intermountain's network must sign the Trustee Confidentiality Agreement. Please attach all signed agreements for the individuals above to the request form.

INTERMOUNTAIN Contact Information

Facility: _____

Department: _____

Intermountain Healthcare
Steward: _____

Phone: _____

Business purpose for requesting access: _____

Type of access required (i.e., authority needed): _____

Please fax this form when completed and signed, along with completed and signed 3rd Party Confidentiality documents to the following number:
FAX: 801-442-0463



Intermountain Healthcare systems to be accessed (Host IP addresses, protocols and ports used, etc):

Time period for which access is requested:

Does Intermountain already have a signed Business Associate Agreement (BAA) in place with the 3rd party?

YES / NO

(Please check this at the following URL: <http://ihcweb/enterprise/compliance/hipaa/ba.php> If not, the Intermountain Steward will need to obtain one before access can be granted. For more information, please contact: privacy@intermountainmail.org, or the compliance hotline number at 1-800-442-4845)

Does Intermountain already have a support agreement with the appropriate confidentiality agreements signed and submitted?

YES / NO

(The Intermountain Steward is responsible for obtaining signed copies of the appropriate confidentiality agreement for each individual from the 3rd party company that will be accessing Intermountain's Information Systems)

Additional Comments:

To be completed by Intermountain Healthcare's Corporate IS Security Team

Security/Access Concerns:

Access into Intermountain Healthcare's computer systems is monitored and reviewed on a regular basis. Intermountain reserves the right to cancel access to all entities at any time if it feels there is a possible security breach or risk that requires immediate disconnection. Further, all access into Intermountain's computer systems is bound to the current confidentiality and appropriate usage policies in effect.

Your signatures below act as your acknowledgement and agreement to these policies.

Vendor Contact Signature

Intermountain Healthcare
Steward Signature

Request Approved by:

Intermountain Corporate IS Security

Date Approved



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	Date
Company Name	Contact Name
Address (Street, City and State)	Zip Code
Primary phone number Other phone number	Email address

NOTE: The above stated company will notify Intermountain Healthcare and change any passwords or access codes into Intermountain's corporate computer systems upon the termination of the CONTACT NAME or other employees associated with the remote access process.

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Primary Facility	US Based/Off Shore Facility	Office Phone Number
Department/Business Unit	Department Manager	Department Manager Email
Job Duties		
Justification for Access to Intermountain Systems		

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***For Bulk Access Request, please see page 3

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Method of Access: <input type="checkbox"/> Secure Access – VPN Secure Access Group Name: _____ <input type="checkbox"/> Direct Access VDI VDI Pool: _____	
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TYPE of access required (i.e., authority needed):	
SYSTEMS to be accessed (including Host IP Address, protocols and ports used, etc):	
NOTE: Before granting a User access to any system, the administrator is required to ensure the User exists in the Master User Directory, confirm the username, and if applicable, confirm the User's department.	
Does Intermountain have a signed Business Associated Agreement (BAA) with the 3rd Party? <div style="text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>	

Does Intermountain already have a support agreement with the appropriate confidentiality agreement signed and submitted?

Yes

No

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Department	Facility Management
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Vendor Contract Name

Vendor Contract Signature

John Ellis

Intermountain Healthcare Steward Name

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Date of Approval

FOR CYBERSECURITY USE ONLY:

Access approved?

YES

NO

If no, state reason for denial:

Security/Access Concerns:

Date Processed:

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3rd PARTY BULK ACCESS REQUEST FORM:

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Above Ceiling Work Permit

**Standards Referenced: NFPA 101 2012; NFPA 30 2012; NFPA 45 2011; NFPA 99 2012

Facility Name:
Requestor Name:
Company/Dept:
Contact Phone:

Permit No.:
Project No.:
Work/PO No.:

Start Date: Start Time:
End Date: End Time:

Exact Location of Work:

Description of Work:

Will ANY penetrations be made in walls, roof, floor or ceilings? Yes No

Will wiring or data cabling be installed or modified? Yes No

Type of Wiring

Communication
 Door Control
 Low or High Voltage Electrical
 Fiber Optic
 Fire Alarm

HVAC
 Security
 Telephone
 Television
 Other -

Will fixtures, appliances, duct work or equipment be installed? Yes No

How will the work be supported?

Fastened to deck or structure
 Fastened to wall
 Existing cable tray
 Existing pipe rack or conduit rack

New cable tray
 New pipe rack or conduit rack
 Other -

Intermountain Point of Contact: POC Phone:
Print Name Clearly

Site Pre-Inspection

Intermountain Representative: Requestor:
Print Name Clearly Print Name Clearly

Notes or Observations (if any):

Site Post-Inspection

Intermountain Representative: Requestor:
Print Name Clearly Print Name Clearly

No unsealed penetrations observed All installations properly supported

Notes or Observations (if any):

Intermountain Review and Approval of Work

Intermountain Representative: Date:
Signature

Why do we have to do this?

Because more people die of smoke inhalation in fires than die of fires in fires.
Because 6% of all TJC findings at Intermountain are penetrations in smoke or fire barriers.

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Hot Work Permit



Facility Name:

Requestor Name:

Company/Dept:

Contact Phone:

Permit No.:

Project No.:

Start Date:

End Date:

Work / PO No.:

Start Time:

End Time:

Exact Location of Work:

Description of Work:

Heat Sources

- Gas Torch Grinder Arc Welder Drill Chemical
 Other -

Will work require disabling fire detection or suppression systems? Yes No

Will systems be disabled longer than 4 hours in any 24 hours? Yes No

Will work generate smoke, odors or fumes? Yes No

Establishing The Work Area

- | | |
|--|--|
| <input type="checkbox"/> 35' space clear of combustibles | <input type="checkbox"/> Appropriate fire extinguishers on hand |
| <input type="checkbox"/> Fire blankets or protective mats in place | <input type="checkbox"/> Confined space permit on hand or not needed |
| <input type="checkbox"/> Space is well-ventilated | <input type="checkbox"/> Atmosphere tested non-explosive |
| <input type="checkbox"/> Signage and barricades in place | <input type="checkbox"/> Welding shields are in place as needed |
| <input type="checkbox"/> Safety observer on hand | <input type="checkbox"/> Fire watch arranged for |
| <input type="checkbox"/> Other precautions: <input type="text"/> | |

Intermountain Point of Contact: POC Phone:

Emergency Phone Number:

Upon Conclusion of Work

Name of Fire Watch Personnel: Supervisor:

- Fire watch was kept for 60 minutes after hot work was complete
 No sign of smoke or fire was detected during fire watch

Notes or Observations (if any):

Intermountain Review and Approval of Work

Intermountain Point of Contact: Date:

Why do we have to do this?

- Because more people die of smoke inhalation in fires than die of fires in fires.
- Because 6% of all TJC findings at Intermountain are penetrations in smoke or fire barriers.

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PeopleSoft Project # or Job Name:	
-----------------------------------	--

Infection Control Risk Assessment (ICRA)



Work Permit

20190416

Facility or Location

Project Start Date:

Contractor Project Manager:

Estimated Completion Date:

Contractor Performing Work:

Need to Relocate Patients?
<input type="radio"/> Yes <input type="radio"/> No

Affected Department Supervisor Signature:	
	Name: <input type="text"/>
	Date: <input type="text"/>

Environmental Service Supervisor Signature:	
	Name: <input type="text"/>
	Date: <input type="text"/>

Intermnt Hlthcare Project Manager Signature:	
	Name: <input type="text"/>
	Date: <input type="text"/>

Construction Activity Class (Determine Class by using the Classification Table on pages 2 & 3):			
Higher levels must include all lower levels. Example: a level III must also check I and II.			
<input type="checkbox"/> Class I	<input type="checkbox"/> Class II	<input type="checkbox"/> Class III	<input type="checkbox"/> Class IV

Specific Areas to be Affected by This Work:	
Initials: <input type="text"/>	Date: <input type="text"/>

Exceptions or Additions to This Permit:	
Initials: <input type="text"/>	Date: <input type="text"/>

Signature of Permit Requested by:	
	Name: <input type="text"/>
	Date: <input type="text"/>

Infection Prevention Approval Signature:	
	Name: <input type="text"/>
	Date: <input type="text"/>

PeopleSoft Project # or Job Name:

Construction Activity Class Worksheet

Complete Steps 1 through 3, then see Step 4.

STEP 1. Determine Construction Activity Type:

<input type="checkbox"/> Type A:	Inspection and non-invasive activities Includes, but not limited to: <ul style="list-style-type: none">- window replacement.- ceiling tile replacement limited to 1 tile per 50 sf.- painting or wall covering, without sanding- finish electrical and minor plumbing work
<input type="checkbox"/> Type B:	Small scale, short duration activities that create minimal dust and disruption to patient population via noise, vibration, odors or ventilation systems Includes, but not limited to: <ul style="list-style-type: none">- installing telephone or computer cabling or access to chase or mechanical spaces- patch or replace vinyl and/or carpet floors- cutting walls or ceilings where dust migration can be controlled
<input type="checkbox"/> Type C:	Generates moderate or high levels of dust. Demolition or removal of ANY fixed building components or assemblies. Disruption to patients with noise, vibration, HVAC systems etc. Includes, but not limited to: <ul style="list-style-type: none">- sanding walls to remove paint or wall coverings- removal of floor coverings, ceiling tiles or casework- new wall construction, major cabling activities, or adding new floor
<input type="checkbox"/> Type D:	Major demolition or construction that creates major disruption, i.e. noise, dust, vibration, odor, or mechanical systems Includes, but not limited to: <ul style="list-style-type: none">- new construction or buildout of shelled space- heavy demolition. Removal of a complete cabling system, floor, wall or ceiling

STEP 2. Determine Infection Control Risk Group:

<input type="checkbox"/> Lowest	<input type="checkbox"/> Medium	<input type="checkbox"/> High	<input type="checkbox"/> Highest
<ul style="list-style-type: none">- Office areas- Admitting- Meeting rooms- Education centers- Copy centers- Fitness centers- Gift shops- Mail rooms- Plant engineering- EVS- Non-patient areas- Low risk areas not listed elsewhere	<ul style="list-style-type: none">- Cardiology- Resp. Therapy- Echocardiography- Radiology/MRI- Endoscopy- Physical therapy- Nuclear medicine- Wound Clinics- Outpatient Clinics- Laundry- Cafeteria/Foods- PT/OT/Speech- Materials Mgmt.	<ul style="list-style-type: none">- Acute Care Floors- Surgical Units- Emergency Dept.- Post Anesthesia CU- L&D- Pharmacy- Lab and specimens- Pediatrics- Medical Units- Outpatient Surg.- Newborn Nursery- Infusion Clinic- Dialysis	<ul style="list-style-type: none">- Burn Unit- Oncology or any immunocomp pts.- Catheter Labs- Cent Sterile Supply- Intensive Care Unit- Pos. Pressure Rm.- Angiography Rm.- Pharm compound areas- Level 3 Lab area- Micro Lab- Invasive proceed- OR & C-Section Rm

PeopleSoft Project # or Job Name:

STEP 3. Use the classifications from STEP 1 and 2 to determine the Construction Class below:

Higher classes include lower classes as well. Example, III includes I, II, & III.

Construction Activity Type*





Patient Risk	Type A	Type B	Type C	Type D
Lowest	Class I	Class I	Class I	Class III
Medium	Class II	Class II	Class III	Class IV
High	Class II	Class III	Class IV	Class IV
Highest	Class III	Class III	Class IV	Class IV






*Infection Control Approval is needed for all projects

4. Follow all the appropriate Infection Control Protocols below: (Hand hygiene stations must be available)

During Construction

Upon Completion

 Class I	<ul style="list-style-type: none"> - Perform work using methods to minimize raising dust or tracking dust into other areas. - Immediately replace ceiling tile upon completion of inspection. 	<ul style="list-style-type: none"> - Clean work area.
 Class II	<ul style="list-style-type: none"> - All measures for Class I work. - Use active dust control measures. - Use water mist to control dust while cutting. - Seal doors, ducts, vents and HVAC units. - Place dust control mats at entries to work area; keep them clean and effective. - Remove debris only in tightly covered containers. 	<ul style="list-style-type: none"> - All measures for Class I work. - Wipe all horizontal surfaces with disinfectant. - Remove debris only in tightly covered containers. - Vacuum using HEPA filtered vacuum; mop with disinfectant as appropriate. - Remove all seals from doors, ducts, vents and HVAC units.
 Class III	<ul style="list-style-type: none"> - All measures for Class II work. - Construct barriers to prevent dust and other contaminant migration prior to beginning work. - Maintain negative air pressure in work space using HEPA filtration units. 	<ul style="list-style-type: none"> - All measures for Class II work. - Remove construction barriers only after all needed inspections are complete and passed. - Remove construction barriers in a manner that minimizes the spread of dust and debris. - Use HEPA Filter vacuum on clothes.
 Class IV	<ul style="list-style-type: none"> - All measures for Class III work. - Seal all pipes, conduits and penetrations. 	<ul style="list-style-type: none"> - All measures for Class III work.

-  **Non-construction visitors wear shoe covers when VISITING construction area**
-  **Construction workers wear shoe covers when Leaving the construction area**
-  **Provide Neg Pressure Air Monitoring Log During Construction**
-  **Construct anteroom outside area of construction**
-  **Workers to wear clean paper overalls and shoe covers when entering/exiting site**

PeopleSoft Project # or Job Name:

Additional Requirements For This Area:

Initials: Date:

Other Considerations for Work Impact

1. Identify the risk levels of areas that are adjacent to the project:

Above				Below				Lateral				Lateral				Front				Other							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lowest	Medium	High	Highest	Lowest	Medium	High	Highest	Lowest	Medium	High	Highest	Lowest	Medium	High	Highest	Lowest	Medium	High	Highest	Lowest	Medium	High	Highest	Lowest	Medium	High	Highest

2. Identify likely outages and their effects: plumbing, medical gas, ventilation, electrical, etc.:

3. Describe specific containment measures to be used:

4. Describe specific risks associated with water damage:

5. Describe noise and vibrations that will impact patient care areas and how you will mitigate that:

6. Identify the project work hours - avoiding patient care impact when possible:

- 7. Do plans allow for sufficient isolation/negative airflow rooms? Yes No N/A
- 8. Do plans allow for sufficient hand washing sinks per AIA guidelines? Yes No N/A
- 9. Do plans allow for sufficient access to clean and soiled utility rooms? Yes No N/A

PeopleSoft Project # or Job Name:

10. Describe the Project Communication Plan for traffic patterns, EVS, etc.:

--

11. Describe the Project Monitoring Plan for infection control, safety, etc.:

--

12. Project Closeout (See last page for on-going review form)

Signature for project closure, final review and approval for using the area:

(Facility Maintenance for Class I & II, Infection Prevention for Class III & IV)

--

Name:

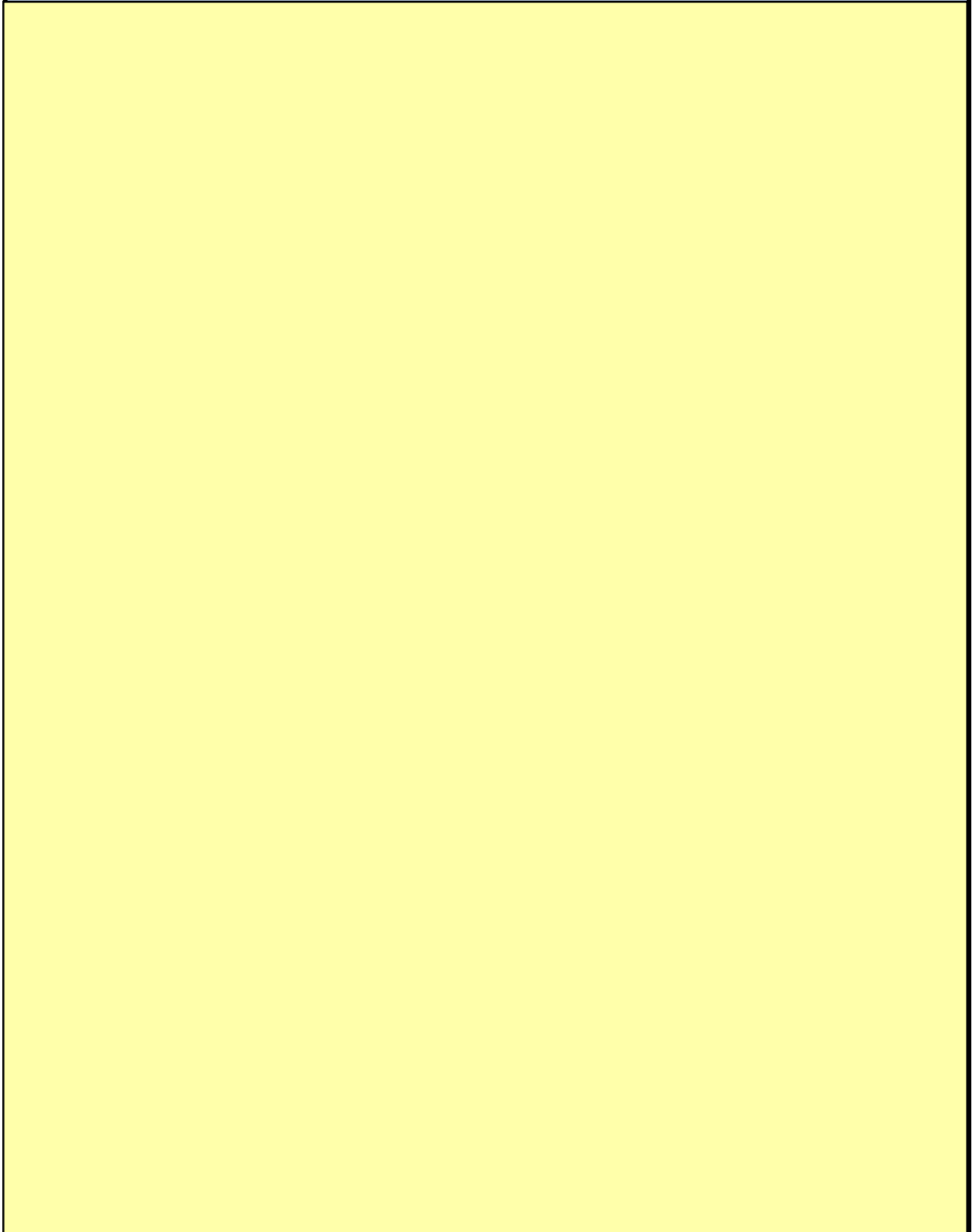
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Date:

--

PeopleSoft Project # or Job Name:

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Intermountain Healthcare

Facilities Management

Interim Life Safety Measures Work Permit

PeopleSoft Project # or Job Name:

Project Start Date:

Project Manager:

Estimated Completion Date:

Contractor Performing Work:

Need to Relocate Patients?

Yes No

Affected Department Supervisor Signature:

Date Signed:

Environmental Services Supervisor Signature:

Date Signed:

Environment of Care Manager Signature:

Date Signed:

Affected Life Safety Systems

Fire Detection
 Fire Suppression
 Fire or Smoke Barriers
 Egress

Specific Areas to be Affected by This Work:

Initials:

Date:

Exceptions or Additions to This Permit:

Initials:

Date:

Request and Approval:

Permit Request By:

Printed Name:

Permit Approved By:

Printed Name:

Signature:

Signature:

Date:

Date:

Fire Detection, Suppression and Barrier Systems

Yes No

- Will individual smoke or heat detectors be out of service longer than 4 hours?
- Will fire alarm panel be out of service or in "test" mode longer than 4 hours?
- Will fire alarm circuits be out of service longer than 4 hours?
- Will fire alarm communication lines be out of service longer than 4 hours?

If "yes" to any of the above, detail the interim life safety measures to be taken below:

Yes No

- Will covers be placed on any smoke or heat detectors?

If "yes" list the devices to be covered and when the covers will be removed:

On conclusion of work, check box to indicate that all covers have been removed.

Yes No

- Will any component of the suppression system be out of service longer than 4 hours?

If "yes," detail the interim life safety measures to be taken below:

Yes No NA

- Will any floor, wall or ceiling be penetrated?
- If "yes" above, is the floor, wall or ceiling a rated assembly?

If "yes," detail the interim life safety measures to be taken below:

Egress Integrity

Yes No

- Will any portion of the work obstruct a means of egress?
- Will any portion of the work alter a means of egress?
- Will any portion of the work obstruct, impair or remove egress signage?
- Will any portion of the work obstruct, impair or remove egress lighting?

If "yes," detail the interim life safety measures to be taken below:

Maintaining a Safe Work Environment

Yes

No

Will a Hot Work Permit be needed?

Will a Confined Space Entry Permit be needed?

Will an Above Ceiling Work Permit be needed?

Will air quality monitoring be required on site?

Workplace Safety Guidelines

Access to the work site is restricted to authorized personnel only.

All personnel wear appropriate PPE while on site.

All personnel have had a site safety briefing and know where emergency services are located.

Tobacco use is strictly prohibited on the work site.

Chemical safety data sheets and safety stations are available to all personnel on site.

The work site is maintained in a clean and orderly state at all times.

All tools are unplugged and power turned off at the end of each work day.

All tools, including extension cords and ladders are in safe operating condition.

Any temporary structures or partitions are built smoke tight and of non-combustible materials.

Intermountain Healthcare is notified of any fire system shut down before work begins.

Workplace Safety Guidelines for Long-Duration Projects

Fire alarm and temporary suppression systems will be tested monthly.

At least 1 fire drill will be conducted per shift per month.

Describe the Project Communication Plan for traffic patterns, EVS, etc.:

Describe the Project Monitoring Plan for life safety measures:

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DIVISION 01 – GENERAL REQUIREMENTS

Section 01 1000	Summary of Work
Section 01 1900	Definitions and Standards
Section 01 2600	Contract Modification Procedures
Section 01 2900	Payment Procedures
Section 01 3100	Project Management and Coordination
Section 01 3313	Submittals
Section 01 3543.19	Carpet Tile Reclamation
Section 01 5050	Temporary Facilities and Controls
Section 01 6000	Product Requirements
Section 01 7300	Execution Requirements
Section 01 7301	Construction Safety Requirements
Section 01 7329	Cutting and Patching
Section 01 7419	Construction Waste Management and Disposal
Section 01 7700	Closeout Procedures
Section 01 7701	Record Drawing Requirements

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SECTION 01 1000

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. **Requirements of Division 0 - Procurement and Contracting Requirements and Division 1 - General Requirements apply** to every section contained in the Project Manual, and shall govern the execution of Work required by the Contract Documents.
- B. Provide everything necessary for and incidental to proper and satisfactory completion of all Work specified and indicated or shown in the Contract Documents.
- C. The Project consists of **renovations and refurbishment of finishes** for Intermountain Healthcare at the Salt Lake City Clinic.
 - 1. Contractor is responsible for removing items on walls and re-installing them following repainting.

1.2 PROJECT LOCATION

- A. **Project Site:** 389 South 900 East, Salt Lake City, Utah 84102.

1.3 SEPARATE CONTRACTS

- A. **Owner will enter into multiple contracts for construction.** Each subcontractor shall be responsible to coordinate efforts with other trade contractors to ensure timely completion of the Work.
- B. **Coordinate the Work** of this Contract with the work of separate contractors to ensure timely completion of the work.

1.4 CODES

- A. **Law of place of building governs.** Conform to applicable requirements of the latest editions, including but not limited to the International Building Code, International Building Code Standards, International Mechanical Code, International Plumbing Code, National Electrical Code, National Fire Protection Association requirements, local ordinances, OSHA, and all other applicable code requirements, unless a higher standard is called for, without additional cost to the Owner.
- B. **Comply with CABO/ANSI A117.1**, American National Standard, "Accessible and Usable Buildings and Facilities" latest edition which is in force for the project location, for handicapped accessibility.

1.5 CONTRACTOR USE OF PREMISES

- A. **General:** During the construction period the Contractor shall have limited use of the premises for construction operations, including:
1. The Contractor's use of the premises is limited by the Owner's right to conduct business as usual in occupied portions of the building, perform work or to retain other contractors on portions of the Project.
- B. **Use of the Site:** Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
1. **Driveways and Entrances:** Keep driveways and entrances serving the premises clear and available to the Owner and Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off-site.
 3. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. **Partial Owner Occupancy:** Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
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 authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. **Owner Access to Completed Areas of Construction:** Owner reserves the right to place and install equipment in completed areas of building, before Substantial Completion, provided such placement does not interfere with completion of the Work. Such placement of equipment shall not constitute acceptance of the total Work.
1. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.7 WORK RESTRICTIONS

- A. **On-Site Work Hours:** Work shall be generally performed inside the existing building during normal business working hours of 7:30 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. Saturday, except otherwise indicated.
1. **Weekend Hours:** Contractor shall not work on Sundays.
 2. **Hours for Utility Shutdowns:** Shall not occur during Owner's business hours.
 3. **Hours for Core Drilling and Slab Removal:** Consult with Owner as to best times. Work shall be scheduled with Owner not less than 24 hours in advance of proposed noisy activity.

- B. **Existing Utility Interruptions:** Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.

1.8 INCIDENTAL WORK

- A. **Any work**, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Contractor at no additional cost to the owner whether or not specifically called for in the Contract Documents.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01 1900

DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. **Definitions:** Basic Contract definitions are included in the General Conditions.
1. **Directed:** Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Architect", "requested by the Architect", and similar phrases. However, no implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
 2. **Approve:** The term "approved," where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the duties and responsibilities of the Architect as stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Contract Documents.
 3. **Furnish:** The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
 4. **Install:** The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
 5. **Provide:** The term "provide" means "to furnish and install, complete and ready for the intended use."
 6. **Protect:** Except as otherwise defined in greater detail, the term "protect" is used to describe the process of shielding from harm existing fixtures, elements or materials.
 7. **Stabilize:** To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.
 8. **Protect and Maintain:** To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.
 9. **Remove:** To detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
 10. **Remove and Salvage:** To detach items from existing construction and deliver them to Owner ready for reuse.
 11. **Remove and Reinstall:** To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.
 12. **Existing to Remain or Retain:** Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.
 13. **Existing to Remain:** Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

- B. **Specification Format and Conventions:**
1. **Specification Format:** The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 - a. **Section Identification:** The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
 2. **Specification Content:** The Specifications use certain conventions for style of language and the intended meaning of terms, words, and phrases when used in particular situations. These conventions are as follows.
 - a. **Abbreviated Language:** Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - b. **Imperative mood** and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - 1) 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.
- C. **Drawing Symbols:**
1. **Graphic symbols:** Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., latest edition.
 - a. **Mechanical/Electrical Drawings:** Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.
- D. **Industry Standards:**
1. **Applicability of Standards:** Except where 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. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
 2. **Publication Dates:** Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.

3. **Conflicting Requirements:** Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.
 4. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. **Where copies of standards are needed** for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 - b. **Although copies of standards needed** for enforcement of requirements also may, be included as part of required submittals, the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- E. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

END OF SECTION

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SECTION 01 2600

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. **Related Sections include the following:**
 - 1. Section 01 6000 "**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**, on forms issued by the **Architect** or the **Owner**.

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 for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. **Within time specified** in Proposal Request after receipt of 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** delivery charges, equipment rental, and amounts of trade discounts.
 - c. **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 unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the 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 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.
 5. **Comply** with requirements in **Division 1** Section "**Product Requirements**" if the proposed change requires substitution of one product or system for product or system specified.
- C. **Proposal Request Form:** Use forms issued by the **Architect** or the **Owner**.

1.5 CHANGE ORDER PROCEDURES

- A. **On Owner's approval of a Proposal Request,** Contractor shall generate Change Orders on a monthly basis.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. **Construction Change Directive:** Architect may issue a Construction Change Directive on **AIA Document G714**. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. **Construction Change Directive** contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. **Documentation:** Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. **After completion of change,** submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

SECTION 01 2900

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 1 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** include the following:
 - 1. Section 01 2600 "**Contract Modification Procedures**" for administrative procedures for handling changes to the Contract.

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:
 - 2. **Application for Payment** forms with Continuation Sheets.
 - 3. **Submittals Schedule.**
 - 4. **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.
 - 5. **Sub-schedules:** Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. **Format and Content:** Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. **Identification:** Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. **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. Name of subcontractor.

- d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. **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. Provide several line items for principal subcontract amounts, where appropriate.
 - a. Include line items for Commissioning under principal subcontract amounts, where appropriate.
 4. **Round amounts** to nearest whole dollar; total shall equal the Contract Sum.
 5. **Provide a separate line item** in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. **Differentiate** between items **stored on-site** and items **stored off-site**. Include evidence of insurance or bonded warehousing if required.
 6. **Provide separate line items** in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. **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.
 8. **Schedule Updating:** Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. **General:** 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 Forms:** Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. **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 of Change Orders** and Construction Change Directives issued before last day of construction period covered by application.

- E. **Transmittal:** Submit **one signed and notarized original copy** of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. **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, including commissioning and a statement showing an accounting of changes to the Contract Sum.
 2. **This application shall reflect Certificates of Partial Substantial Completion** issued previously for Owner occupancy of designated portions of the Work.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

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SECTION 01 3100

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. **This Section includes** administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General project coordination procedures.
 2. Conservation.
 3. Coordination Drawings.
 4. File Transfer.
 5. Administrative and supervisory personnel.
 6. Project meetings.
- B. **The Contractor shall participate in coordination requirements.**
- C. **Related Sections:** The following Sections contain requirements that relate to this Section:
1. Section 01 7300 "**Execution Requirements**" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 2. Section 01 7700 "**Closeout Procedures**" for coordinating Contract closeout.

1.3 COORDINATION

- A. **Coordination:** Coordinate construction operations included in various 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 with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. **Make adequate provisions** to accommodate items scheduled for later installation.
- B. **Memoranda:** If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. **Administrative Procedures:** Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
- D. **Administrative Requirements:** Contractor shall submit all project related information (i.e. submittals, RFI's, ASI's, addenda, construction documents, project logs, field reports, and meeting minutes) using the Owner's Submittal Exchange. Architect will provide access information to the Contractor at the pre-construction meeting or as appropriate to the schedule of the project.
1. Contractor shall employ a PDF review software system such as Blue Beam (www.bluebeam.com) or another similar system for producing, formatting, and marking-up project related documents. Contractor shall review all the documents and add their stamp and comments directly to the PDF prior to posting for the Architect to review.
 2. Contractor shall provide to the Architect and Owner an electronic archive of all data at the end of the project via DVD(s) for final project records.
- E. **Contractor is to keep a printed record** of all Construction Documents including all clarifications, RFI's and approved changes to the Contract **on site**.
- F. **Conservation:** Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.4 SUBMITTALS

- A. **Staff Names:** Within **5 business days** of starting construction operations, submit a list of **principal staff assignments**, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of **individuals assigned as standbys** in the absence of individuals assigned to Project.
1. **Post copies** of list in Project meeting room, in temporary field office, and by each temporary telephone.
- B. **Submittal Log:** See section 'Submittals' for electronic delivery and record keeping.
- C. **Coordination Drawings:** Provide complete coordination drawings as specified in "Coordination Meetings and Submittals".

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. **General:** In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

- B. **Perform project quality control** in accordance with requirements specified in Related Sections, including:
 - 1. Division 1 Section "Quality Control Services".
 - 2. Division 1 Section "Construction Waste Management and Disposal".

- C. **Contractor's Environmental Training Program:** Provide environmental training for workers performing work on the project site. Training shall include the following:
 - 1. Overview of environmental issues related to the building industry.
 - 2. Overview of environmental issues related to the Project.
 - 3. **Review of site specific procedures and management plans:**
 - a. **Section 01 7419 - Construction Waste Management**
 - b. **Pollution Prevention (P2) practices:** Submit evidence of P2 training, participation in P2 programs and familiarity with P2 practices.
 - c. **Green Building Rating Programs:** Submit evidence of familiarity with USGBC-LEED.
 - d. **Compliance with environmental regulations:** Submit Contractor 40 CFR employee training records upon request of Owner.

1.6 CONSTRUCTION PROGRESS DOCUMENTATION

- A. **Progress Photographs:**
 - 1. **Photographically document site** conditions prior to start of construction operations.
 - 2. **Take weekly photographs** throughout the entire project. Photographs shall be provided for unrestricted use by Owner.
 - a. Indicate photographs demonstrating environmental procedures.

- B. **Green Building Rating Program Documentation:**
 - 1. **Prepare and submit package of documentation** required in accordance with USGBC-LEED. Respond to requests for answers to questions and other information from USGBC and the Architect to complete the LEED application process.
 - 2. **Evaluate progress toward goals** set in **Section 01 1000 - Summary of Work**, including green building rating **Section 01 3514 LEED-NC 2009 Credit Summary** and other goals. Coordinate work as necessary to meet the goals.

- C. **Provide documentation for environmental procedures** as specified herein and in accordance with approved Solid Waste Management Plan, IAQ Management Plan, and Environmental Protection Plan.

1.7 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:** Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 3 days of the meeting.

- B. **Preconstruction Conference:** Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. **Attendees:** Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. **Agenda:** Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
 - s. LEED certification requirements and related site and documentation procedures.
 3. **Documentation:** Furnish Architect certificate of insurance naming VCBO as an additional insured.
- C. **Progress Meetings:** Conduct progress meetings at intervals as agreed by Owner, Contractor and Design Professionals. Coordinate dates of meetings with preparation of payment requests.
1. **Reporting:** Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - 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.

1.8 REQUESTS FOR INFORMATION (RFI)

- A. **Procedure:** Immediately on discovery of the need for interpretation of Contract Document, and if not possible to request interpretation at Project meeting, prepare and submit an **RFI** in the form specified.
1. **RFIs** shall be submitted by the **Contractor**. RFIs submitted by entities **other than Contractor** will be **returned 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.
 3. **Contractor is to keep a printed record** of all RFI's and post them on the 'Record Drawings' kept on site.

- B. **Content of the RFI:** Include a detailed, legible description of item needing interpretation and the following:
1. **Project name.**
 2. **Date.**
 3. **Name of Contractor.**
 4. **Name of Architect and Owner.**
 5. **RFI number**, numbered sequentially.
 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 solution(s).** If Contractor's solution(s) impact the Contractor Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. **Contractor's** signature.
 11. **Attachments:** Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. **Supplementary drawings** prepared by Contractor shall include dimensions, thickness, structural grid references, and details of affected materials, assemblies, and attachments.
- C. **Electronic RFI's:**
1. RFI's shall be **processed and delivered electronically** through web-based RFI processing software (via Owner's Submittal Exchange).
 2. **Identify** each page of attachments with the General Contractors RFI number and sequential page number.
 3. **Attachments** shall be electronic files in **PDF** format.
- D. **Architect's Action:** Architect will review each RFI, determine action required, and return it. Allow **seven working days** for Architect's response for each RFI. RFI's received 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. Request for **approval of substitutions**.
 - c. Requests for **coordination information** already indicated in the Contract Documents.
 - d. Request for **adjustments in the Contract Time** or **Contract Sum**.
 - e. Requests for **interpretation of Architect's actions** on submittals.
 - f. **Incomplete RFIs** or RFI with numerous errors.
 2. **Architect's action** may include a **request for additional information**, in which case Architect's Time for response will start again.
 3. **Architect's action** on RFI that may result 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 and Owner in writing within **10 calendar days** of receipt of the RFI response.
- E. **On receipt of Architect's Owner's action**, update the RFI log and immediately distribute the RFI response to the affected parties. Review response and notify Architect and Owner within **seven calendar days** if Contractor disagrees with response.
- F. **RFI Log:** Prepare, maintain, and submit a tabular log of RFIs organized by RFI number. Submit log monthly.
1. **Project** name.
 2. Name and address of **Contractor**.
 3. Name and address of **Architect** and **Owner**.
 4. **RFI number** including RFIs that were dropped and not submitted.
 5. **RFI description**.

6. **Date** the RFI was submitted.
7. **Date** Architect's and Owner's **response** was received.
8. **Identification of related Minor Change** in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. **Identification of related Field Order**, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 3313

SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies **administrative and procedural requirements for submittals** required for performance of the Work, including:
 - 1. Contractor's construction schedule.
 - 2. Daily construction reports.
 - 3. Shop Drawings.
 - 4. Product Data.
 - 5. Samples.
 - 6. Delegated Design/Deferred Submittals for review by the Building Code Official.
- B. **Administrative Submittals:** Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Applications for payment.
 - 2. Performance and payment bonds.
 - 3. Insurance certificates.
 - 4. List of Subcontractors.
- C. **Related Sections:**
 - 1. Section 01 3100 "**Project Management and Coordination**" for electronic web-based construction administration software (using Owner's Submittal Exchange).

1.3 ELECTRONIC SUBMITTAL DELIVERY

- A. To minimize printing reimbursables, shipping reimbursables and the impact on the environment, **process and deliver submittals electronically through Submittal Exchange.**
 - 1. One complete hard copy of each submittal shall also be furnished for verification of the completeness of electronic submission, if requested by Architect.
- B. **Construction Manager or General Contractor** must first review and approve submittals sent by Subcontractors prior to sending to Architect. Include Contractor's certification that information complies with Contract Document requirements; record deviations from Contract Document requirements, including minor variations and limitations.
 - 1. Contractor shall coordinate numbering system and nomenclature with Architect prior to first submissions.
 - 2. Email notifications of items delivered to Submittal Exchange shall be sent to both the project manager and the appropriate administrative assistant in the Architect's office simultaneously with posting to Submittal Exchange.
- C. **Submittals must follow the requirements outlined** in this specification and as required in individual specification sections.

- D. **Deliver the following** to the Architect electronically in pdf format:
1. Product Data
 2. Shop Drawings
 3. Certifications
 4. Test Data
 5. Schedules
 6. Calculations
 7. Mix Designs
 8. Warranty Information
 9. LEED Information
- E. **Samples and Color Selection**
1. Log physical samples via Submittal Exchange, but deliver by mail or courier to the Architect for review.
 2. Samples and color selection will not be reviewed electronically.
 3. See separate specification sections for quantities and sample selection process. The Architect shall return review comments via the Architect's File Transfer Site.
- F. **Submittal Stamps**
1. Contractor or Construction Manager shall affix an electronic stamp to PDF submittals.
- G. **Submittal Logs**
1. Architect shall maintain a submittal log through Submittal Exchange, however, General Contractor or Construction Manager shall be responsible for maintaining the official submittal log.

1.4 SUBMITTAL PROCEDURES

- A. **No submittal will be accepted** by the Architect **without the General Contractor's action stamp**, clearly visible, indicating that the submittal has been fully reviewed by the General Contractor for compliance to the Construction Documents.
- B. **Submittals with the General Contractor's stamp but not in compliance** with the Construction Documents will be deemed incomplete and returned without review. These will not be shown as received.
- C. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. **Processing Time:** Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 21 calendar days for initial review of each submittal.

3. Deferred Submittal Review: Where deferred submittals are required by the Building Code Official allow review time as dictated by the Official.
 4. If intermediate submittal is necessary, process it in same manner as initial submittal.
 5. Allow 14 calendar days for processing each resubmittal.
 6. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- E. **Submittal Preparation:** Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of Subcontractor.
 - f. Name and address of Supplier.
 - g. Name of Manufacturer.
- F. **Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
1. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
- G. **Submittal requirements** for electronic PDF submittals:
1. Create submittals with native PDF files whenever possible. Do not print a PDF file, and scan in as an image file, as this will delete all file search functions typically embedded within a native PDF file.
 2. Break down PDF submittals by individual specification section. Do not collate multiple specification sections together into one non-separated submittal package (i.e. carpet, VCT, rubber base, and entry mats; though frequently provided by one installer, shall not be submitted as one non-separated package unless formatted as described below.)
 3. All PDF submittals that cover multiple items within one specification section, or PDF submittals that include multiple related specification sections shall have an index and be formatted with electronic book marks to distinguish various components from one another, and make each item easily retrievable without navigating through each page of an entire submittal.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. **Bar-Chart Schedule:** Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule.
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
 2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet of sufficient width to show data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. **Distribution:** Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. **Schedule Updating:** Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.6 DAILY CONSTRUCTION REPORTS

- A. **Daily Construction Report:** Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Architect at weekly intervals:
1. List of subcontractors at the site.
 2. Approximate count of personnel at the site.
 3. High and low temperatures, general weather conditions.
 4. Accidents and unusual events.
 5. Meetings and significant decisions.
 6. Stoppages, delays, shortages, losses.
 7. Meter readings and similar recordings.
 8. Orders and requests of governing authorities.
 9. Change Orders received, implemented.
 10. Services connected, disconnected.
- B. **Material Location Reports:** At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. **Field Condition Reports:** Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

1.7 SPECIAL REPORTS

- A. **General:** Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

- B. **Reporting Unusual Events:** When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1.8 SHOP DRAWINGS

- A. **Submit newly prepared information**, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
- B. **Shop Drawings include** fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
- C. **Sheet Size:** Submit Shop Drawings, layout drawings and other Revit or CADD style sheets formatted for 24 x 36 inch or 30 x 42 inch sheets. Details and drawings are to match or exceed construction bid document scales. All drawings are to be submitted to scale. All other product brochures and cut sheets can be provided in an 8-1/2 x 11 format.
- D. **Final Electronic Submittal:** Submit 2 prints, one for the Architect and one for the Owner at the end of the project or as requested by the parties during construction.
1. If submittal was reviewed by members of the design team other than the Architect, provide an additional copy of the submittal for each design firm.
 2. The prints shall be marked-up and maintained as a "Record Document".

1.9 DELEGATED DESIGN/DEFERRED SUBMITTALS

- A. **Performance and Design Criteria:** Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. **Delegated-Design Services Certification:** In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. **Refer to the General Information sheet** on the Drawings for a list of required delegated design/deferred submittals.
- D. **Submit deferred submittals** on same size sheet as original drawings (30 x 42 or 8 1/2 x 11). Drawings and calculations shall be on the Design Professional's title block stating the project name and all other items specified under 'Submittal Preparation' above.

- E. **Furnish deferred submittals to the Architect** who will electronically submit to the Building Code Official for review as required by the IBC.
- F. Contractor shall include these submittal sheets in the Record Documents.

1.10 PRODUCT DATA

- A. **Submit in timely manner** to complete project, but **no later than 90 days** after Notice of Award.
- B. **Collect Product Data into a single submittal** for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
- C. **Do not submit Product Data until** compliance with requirements of the Contract Documents has been confirmed.
- D. **Submittals:** Submit 4 copies of each required submittal; submit 6 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
- E. **Electronic Submittals:** Submit a pdf copy of each required submittal; include copies where required for maintenance manuals. See electronic submittal delivery and submittal procedures for further requirements

1.11 SAMPLES

- A. **Submit in timely manner** to complete project, but **no later than 90 days** after Notice of Award.
- B. **Samples:** Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
- C. **Submittals:** Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 - 1. Maintain sets of samples and a file of product submittals, as returned, at the Project site, for quality comparisons and product verification throughout the course of construction.

1.12 CONTRACTOR'S REVIEW

- A. **Contractor's Review:** Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. **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.
- C. **Submittals not marked** with an approval stamp and those not in compliance with the Construction Documents shall be returned without further review. It is the Contractor's responsibility to review submittals for compliance prior to forwarding the submittal to the Design Team for review.

1.13 ARCHITECT'S ACTION

- A. **Architect's Action:** Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. **Action Stamp:** The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked to indicate the action taken.
 - 1. Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for; confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 3543.19
CARPET TILE RECLAMATION**

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. Procedures for removal and reclamation of used carpet tile. All carpet must be reclaimed, not landfilled.
- B. **Related Sections:**
1. Section 01 7329 “Cutting and Patching”.
 2. Section 02 4102 “Selective Demolition”.
 3. Section 09 6813 – Tile Carpeting: Installation of New Carpet Tiles

1.3 DEFINITIONS

- A. **Clean Carpet:** Carpet dry and free from moisture, demolition debris, asbestos contamination, garbage, and tack strips.

1.4 REFERENCES

- A. **Carpet and Rug Institute (CRI) 104 2015** – “Standard for Installation Specification of Commercial Carpet”.

1.5 SUBMITTALS

- A. **Review Submittals:**
1. Designation of general contractor providing:
 - a. Carpet removal services for recycling/landfill diversion purposes.
 - b. Used carpet recycling/landfill diversion.
 2. Proposed packing and transportation measures.
 3. Schedule of carpet reclamation activities:
 - a. Contact carpet tile manufacturer to schedule reclamation.
 - b. Provide detailed timeline of removal work from demo to product collection to carpet tile manufacturer.
 - c. Provide inventory of items to be removed and recycled.

- B. **Carpet Tile Submittals:**
1. Submit carpet tile verifications sample to carpet tile manufacturer. Include:
 - a. Identify carpet tile backing system: Can be either physical sample or photos of carpet tile backing system.
 - b. Square footage of total carpet tile to be reclaimed.
 - c. If mixed backing type please provide square footage per backing type.
 2. Certifications from the carpet tile manufacturer that used carpet was removed and recycled or diverted from landfill.

1.6 QUALITY ASSURANCE

- A. **Regulatory Requirements:** Comply with governing regulations, including hauling and disposal.

1.7 PROJECT CONDITIONS

- A. **Maintain possession of removed used carpet;** place in a covered dry staged area for pick up or trailer.

1.8 COORDINATION

- A. **Contractor is responsible** for the demo and staging of materials per carpet tile manufacturer reclamation department guidelines.
- B. **Coordinate with the carpet tile manufacturer's reclamation department** or reclamation entity to schedule pickup logistics.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. **Carpet tile** will be recycled or diverted from landfill, as appropriate.
- B. **Palletize carpet tiles** separately by backing type.

PART 3 – EXECUTION

3.1 PREPARATION

- A. **Contractor is responsible** for contacting the carpet tile manufacturer reclamation department or recycling entity and preparing the material for shipment.

3.2 CARPET REMOVAL

- A. **Material must be dry and free of non-carpet debris.** Material must not contain asbestos.

3.3 COMMON STAGING REQUIREMENTS

- A. **Store material** in a clean and dry location accessible by trailer.
- B. **Stage material** on pallets no wider than 4 ft. by 4 ft. for loading into trailer side-by-side.
- C. **Stack tiles flat and neatly** onto pallets at least 38 inches high and no higher than 44 inches.
- D. **Strap pallets** to secure the material during shipment – at least 2 straps, one on each pallet side. Rope or twine can be used for strapping. All pallets must be shrink wrapped tightly to ensure stability during transit.
- E. **Contractor is responsible** for loading material onto the trailer; maximize weight on trailer by starting in the nose of the trailer and working to the rear.

3.4 LIVE LOAD STAGING

- A. **Pick-up location** must accommodate a 53-foot trailer.
- B. **If 53-foot trailer is not accessible**, alternatives such as pup trailers, dropped trailers, etc. will be provided as necessary at additional cost.

3.5 DROP TRAILER STAGING

- A. **Contact carpet tile manufacturer reclamation department** or recycling entity to schedule container drop-off, timeline and applicable costs. Drop trailers incur additional fees.
- B. **Contractor is responsible** for determining secure location and being on site for trailer placement.
- C. **Place used carpet** in trailer supplied by carpet tile manufacturer or recycling entity.
- D. **Use effective packing techniques** to maximize amount of material in container.
- E. **Comply with applicable codes**, ordinances, rules, and regulations for weight limits.

3.6 CARPET TILE PICK UP

- A. **Schedule pick-up time and location** with the carpet tile manufacturer reclamation department or recycling entity.

END OF SECTION

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SECTION 01 5050

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.
- B. **Temporary construction and support facilities** required for the project include but are not limited to the following:
 - 1. Sanitary facilities, including drinking water.
 - 2. Hoists.
 - 3. First aid station.
 - 4. Waste disposal services.
 - 5. Construction aids and miscellaneous general services and facilities.
- C. **Security and protection facilities and services** required for the project include but are not limited to the following:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, lights.
 - 3. Enclosure fence for stored material.
 - 4. Environmental protection.
- D. **Temporary utilities include, but are not limited to**, the following:
 - 1. Sewers and drainage.
 - 2. Water service and distribution.
 - 3. Electric power service and lighting.
 - 4. Heating and ventilation facilities.

1.3 QUALITY ASSURANCE

- A. **Regulations:** Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:
 - 1. Building codes, including requirements for permits, testing and inspection.
 - 2. Health and safety regulations.
 - 3. Utility company regulations and recommendations governing temporary utility services.
 - 4. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.
- B. **Standards:** Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", and ANSI A-10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services."

- C. Refer to the most current "**Guidelines for Bid Conditions for Temporary Job Utilities and Services**", as prepared jointly by AGC and ASC industry recommendations.

1.4 JOB CONDITIONS

- A. **General:** Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in the performance of the work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- B. **Conditions of Use:** Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services or facilities, and do not permit them to interfere with the progress of the work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
 - 1. **Temporary Construction and Support Facilities:** Maintain temporary facilities in such a manner as to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.
 - 2. **Security and Protection:** Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. **General:** Provide new materials and equipment for temporary services and facilities, used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect.
- B. **Temporary Support Facilities:** Provide facilities that can be maintained properly throughout their use at the project site. Provide either standard prefabricated or mobile units.
 - 1. **Self-contained Toilet Units:** Provide single-occupant self-contained toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material.
 - 2. **Tarpaulins:** Provide waterproof, fire-resistant, UL labeled tarpaulins with a flame-spread rating of 15 or less.
 - 3. **First Aid Supplies:** Comply with governing regulations and recognized recommendations within the construction industry.
 - 4. **Drinking Water:** Provide potable water approved by local health authorities.
 - 5. **Sign Materials:** For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thicknesses indicated. Provide exterior grade acrylic-latex-base enamel for painting panels and applying graphics.
- C. **Fire Extinguishers:** Provide type "A" fire extinguishers **for temporary offices and similar spaces** where there is a minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. **General:** Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
1. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.2 TEMPORARY UTILITY INSTALLATION

- A. **General:** Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
1. **Arrange with utility company, Owner, and existing users** for time when service can be interrupted, if necessary, to make connections for temporary services.
 2. **Provide adequate capacity at each stage of construction.** Before temporary utility is available, provide trucked-in services.
- B. **Heating and Cooling:** Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
1. **Maintain a minimum temperature** of 50 degrees F (10 degrees C) in permanently enclosed portions of building for normal construction activities, and 65 degrees F (18.3 degrees C) for finishing activities and areas where finished Work has been installed.
- C. **Ventilation and Humidity Control:** Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- D. **Electric Power Service:** Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
- E. **Electric Distribution:** Provide receptacle outlets adequate for connection of power tools and equipment.
- F. **Lighting:** Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.

3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. **General:** Provide a reasonably neat and uniform appearance in temporary construction and support facilities acceptable to the Architect/Engineer and the Owner.
1. Locate support facilities for easy access to the Work. Position offices so that windows give the best possible view of construction activities.

2. Maintain temporary sanitary facilities, waste collection and disposal systems, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion remove these facilities.
- B. **Sanitary Facilities:** Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations that will best serve the project's needs.
1. Sanitary facilities located within the existing facility shall **not** be used by the Contractor.
- C. **Hoists:** Provide adequate facilities for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. The Contractor is responsible for selection of type, size, and number of facilities. Truck cranes and similar devices used for hoisting are considered as being "tools and equipment" and not temporary facilities.
- D. **Collection and Disposal of Wastes:**
1. Establish a system for daily collection and disposal of waste or extraneous materials from all construction areas on site that may present a hazard to the project, its craftsmen and the expeditious construction of the work. The Contractor shall provide to the Owner a satisfactory method to assure clean-up is performed in a timely and expeditious fashion. Enforce requirements strictly. Do not hold collected materials at the site longer than 1 day. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.
 - a. Burying or burning of waste materials on the site will not be permitted.
 - b. Washing waste materials down sewers or into waterways will not be permitted.
 - c. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of lunch garbage and similar wastes by construction personnel.
 2. The Owner reserves the right to withhold payments and perform the clean-up, if necessary, at the expense of the Contractor, if unsatisfactory clean-up efforts are not performed in a timely fashion.
- E. **Construction Aids and Miscellaneous Services and Facilities:**
1. Design, construct, and maintain construction aids and miscellaneous general services and facilities as needed to accommodate performance of the work. Construction aids and miscellaneous general services and facilities include, but or not limited to the following:
 - a. Temporary stairs and ladders.
 - b. Guardrails and barriers.
 2. Stairs: Provide temporary stairs where ladders are not adequate for performance of work.
 3. Guardrails and Barriers: Provide guardrails at all unprotected edges of floor and roof openings, and at perimeter of roof and unenclosed floors.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. **General:** Provide a reasonably neat and uniform appearance to security and protection facilities acceptable to the Architect/Engineer and the Owner.

B. Temporary Fire Protection:

1. Install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with applicable recommendations of the NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose. Store combustible materials in containers in recognized fire-safe locations.
2. Develop and supervise an overall fire prevention and first-aid fire protection program for personnel at the project site. Review needs with the local fire department officials and establish procedures to be followed. Instruct personnel in methods and procedures to be followed. Post warnings and information and enforce strict discipline. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking of any kind on Owner's property. Provide supervision of welding operations, and similar sources of ignition for possible fires.

C. Security Enclosure and Lockups:

1. Install general temporary enclosure of partially completed areas of construction. Provide locking entrances adequate to deter unauthorized entrance, vandalism, theft and similar deleterious effects of violations of project security.
2. Storage: Where materials and equipment must be temporarily stored, prior to and during construction, and are of substantial value or are attractive for possible theft, provide a secure lockup and enforce strict discipline in connection with the timing of installation and release of materials, so that the opportunity for theft and vandalism is minimized.

- D. General Environmental Protection:** Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and by methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site. Avoid the use of tools and equipment which produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons and firms within the building or near the project site.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision:** Enforce strict discipline in use of temporary services and facilities at the site. Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the project site.
- B. Maintenance:** Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.

- C. **Termination and Removal:** Unless the Architect requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Complete, or, if necessary, restore permanent work which may have been delayed because of interference with the temporary service or facility. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary services and facilities and remain the property of the Contractor.

END OF SECTION

SECTION 01 6000

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. **This Section includes** the following administrative and procedural requirements: selection of products for use in Project; **product delivery, storage, and handling**; manufacturers' **standard warranties** on products; **special warranties**; **product substitutions**; and **comparable products**.
- B. **Related Sections** include the following:
1. Section 01 1900 "**Definitions and Standards**" for applicable industry standards for products specified.
 2. Section 01 7700 "**Closeout Procedures**" for submitting warranties for contract closeout.
 4. **Divisions 2 through 49 Sections** for specific requirements for **warranties** on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. **Products:** Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. **Named Products:** Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of 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. Only new products are allowed to be used unless directed by the Architect in writing.
 3. **Comparable Product:** Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. **Substitutions:** Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. **Basis-of-Design Product Specification:** Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

- D. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- A. **Product List:** Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. **Coordination:** Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. **Form:** Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. **Initial Submittal:** Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. **At Contractor's option,** initial submittal may be limited to product selections and designations that must be established early in Contract period.
 - 4. **Completed List:** Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 5. **Architect's Action:** Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.
- B. **Substitution Requests:** Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. **Substitution Request Form:** Use **CSI Form 13.1A**.
 - 2. **Documentation:** Show compliance with requirements for substitutions and the following, as applicable:
 - a. **Statement** indicating why specified material or product cannot be provided.
 - b. **Coordination information,** including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. **Detailed comparison** of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

- d. **Product Data**, including drawings and descriptions of products and fabrication and installation procedures.
 - e. **Samples**, where applicable or requested.
 - f. **List of similar installations** for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. **Material test reports** from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. **Research/evaluation reports** evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - 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 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 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.
3. **Architect's Action:** If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution **within 15 business days** of receipt of request, or **7 business days** of receipt of additional information or documentation, whichever is later.
- a. **Form of Acceptance:** Change Order.
 - b. **Use product specified** if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. **Basis-of-Design Product Specification Submittal:** Comply with requirements in **Division 1 Section "Submittals."** 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, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- 1. **Each contractor is responsible** for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. **If a dispute arises** between contractors over concurrently selectable but incompatible products, **Architect will determine** which products shall be used.

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. Comply with manufacturer's written instructions.
- 1. **Schedule delivery** to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

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 ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. **Store products** to allow for inspection and measurement of quantity or counting of units.
6. **Store materials** in a manner that will not endanger Project structure.
7. **Store products** that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
8. **Comply with product manufacturer's written instructions** for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. **Protect stored products** from damage.
10. **Store products to meet LEED** indoor air quality plan requirements.

1.7 PRODUCT WARRANTIES

- A. **General:** Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. Refer to **Divisions 2** through **49 Sections** for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in **Division 1** Section "**Closeout Procedures.**"

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
 1. **Provide products complete with accessories,** trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. **Standard Products:** If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. **Owner reserves the right** to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. **Where products** are accompanied by the term "**as selected,**" Architect will make selection.
 5. **Where products** are accompanied by the term "**match sample,**" sample to be matched is Architect's.
 6. **Descriptive, performance, and reference standard requirements** in the Specifications establish "**salient characteristics**" of products.

7. **Or Equal:** Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. **Product Selection Procedures:** Procedures for product selection include the following:
1. **Product:** Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. **Substitutions** may be considered, unless otherwise indicated.
 2. **Manufacturer/Source:** Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. **Substitutions** may be considered, unless otherwise indicated.
 3. **Products:** Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. **Substitutions** may be considered, unless otherwise indicated.
 4. **Manufacturers:** Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. **Substitutions** may be considered, unless otherwise indicated.
 5. **Available Products:** Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 6. **Available Manufacturers:** Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 7. **Product Options:** Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
 8. **Basis-of-Design Products:** Where Specification paragraphs or subparagraphs titled "Basis-of-Design Products" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. **Substitutions** may be considered, unless otherwise indicated.
 9. **Visual Matching Specification:** Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

10. **Visual Selection Specification:** Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. **Standard Range:** Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. **Full Range:** Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. **Timing:** Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. **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:
 1. Requested substitution offers Owner a **substantial advantage** in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution **does not require extensive revisions** to the Contract Documents.
 3. Requested substitution is **consistent** with the **Contract Documents** and will produce indicated results.
 4. Substitution request is **fully documented** and properly submitted.
 5. Requested substitution will **not adversely affect** Contractor's **Construction Schedule**.
 6. Requested substitution has received **necessary approvals of authorities having jurisdiction**.
 7. Requested substitution is **compatible** with other portions of the Work.
 8. Requested substitution has been **coordinated** with other portions of the Work.
 9. Requested substitution provides **specified warranty**.
 10. If requested substitution involves **more than one contractor**, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. **Where products** or manufacturers are **specified by name**, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 1. **Evidence** that the proposed product **does not require extensive revisions** to the Contract Documents, 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

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SECTION 01 7300

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. **This Section includes** general procedural requirements governing **execution of the Work** including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. **Related Sections** include the following:
 - 1. Section 01 3100 "**Project Management and Coordination**" for procedures for coordinating field engineering with other construction activities.
 - 2. Section 01 3313 "**Submittals**" for administrative submittals and also product and procedural submittals.
 - 3. Section 01 7700 "**Closeout Procedures**" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. **Landfill Receipts:** Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Existing Conditions:** The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. **Before construction,** verify the location and points of connection of **utility services.**

- B. **Existing Utilities:** The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. **Before construction**, verify the location and **invert elevation** at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. **Furnish location data** for work related to Project that must be performed by **public utilities** serving Project site.
- C. **Acceptance of Conditions:** Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. **Written Report:** Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. **Verify compatibility** with and suitability of substrates, including compatibility with existing finishes or primers.
 3. **Examine roughing-in** for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. **Examine walls, floors, and roofs** for suitable conditions where products and systems are to be installed.
 5. **Proceed with installation** only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. **Existing Utility Interruptions:** Do not interrupt utilities serving facilities occupied unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. **Notify Architect and Owner** not less than **two business days** in advance of proposed utility interruptions.
 2. **Do not proceed** with **utility interruptions** without Architect's and Owner's written permission.
- B. **Field Measurements:** Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. **Space Requirements:** Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. **Review of Contract Documents and Field Conditions:** Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. **Verification:** Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

3.4 FIELD ENGINEERING

- A. **Identification:** Owner will identify existing benchmarks, control points, and property corners.
- B. **Reference Points:** Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. **Do not change or relocate existing benchmarks** or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. **Replace lost or destroyed permanent benchmarks** and control points promptly. Base replacements on the original survey control points.

3.5 INSTALLATION

- A. **General:** Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. **Make vertical work plumb** and make horizontal work level.
 - 2. **Where space is limited**, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. **Conceal pipes**, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. **Maintain minimum headroom clearance** as indicated in spaces without a suspended ceiling.
- B. **Comply with manufacturer's written instructions** and recommendations for installing products in applications indicated.
- C. **Install products** at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. **Conduct construction operations** so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. **Tools and Equipment:** Do not use tools or equipment that produce harmful noise levels.
- F. **Anchors and Fasteners:** Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. **Mounting Heights:** Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. **Allow for building movement**, including thermal expansion and contraction.
- G. **Joints:** Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- H. **Hazardous Materials:** Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. **General:** Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
1. **Comply** with requirements in **NFPA 241** for removal of combustible waste materials and debris.
 2. **Do not hold materials** more than **7 days** during normal weather or **3 days** if the temperature is expected to rise above 80 degrees F (27 degrees C).
 3. **Containerize hazardous and unsanitary waste materials** separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. **Site:** Maintain Project site free of waste materials and debris.
- C. **Work Areas:** Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **Cutting and Patching:** Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. **Waste Disposal:** Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. **Protection:** During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. **Maintenance:** Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure smooth operation without damaging effects.
- K. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 DUST CONTROL

- A. **The Contractor** shall be responsible to provide continuous (7 days per week, 24 hours per day) fugitive dust control measures within the limits of the construction site, related sites and adjacent streets and roads. Dust control shall be provided for, but not be specifically limited to, the stabilization of unpaved roads, haul roads, access roads, spoil sites, borrow and material sources, excavations, embankments, stockpiles, and all other areas which become potential sources of dust as a result of construction activities.
- B. **Contractor's dust control measures** shall maintain compliance with the **General Utah Air Pollution Regulations**, R446 - Utah Air Conservation Regulations, Section 4.5, Fugitive Emissions, applicable County Air Pollution Control Ordinances, and as directed by the Architect. Dust control measures shall include but not be limited to the following:
 - 1. **Wetting of surfaces** with water as appropriate.
 - 2. **Minimizing surface disturbances.**
- C. **In order to control fugitive dust emissions**, Contractor shall apply the following procedures and techniques:
 - 1. **Cover loads of materials**, debris and waste materials taken from construction sites as needed to suppress dust during transit.
 - 2. **Water down** or apply other approved dust control measures to the construction site, haul roads and public access roads as needed to suppress dust.
 - 3. **All mud and dirt shall be removed** from vehicles prior to entering a paved or graveled area or road. Any mud or dirt that is carried out onto paved or graveled surfaces shall be removed from surfaces immediately and no less than daily.

3.8 STARTING AND ADJUSTING

- A. **Start equipment** and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. **Adjust operating components** for proper operation without binding. Adjust equipment for proper operation.
- C. **Test each piece** of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. **Manufacturer's Field Service:** If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. **Provide final protection** and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. **Comply with manufacturer's written instructions** for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. **Repair or remove** and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 2 Section "Cutting and Patching."
 - 1. **Repairing includes** replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

- B. **Restore permanent facilities** used during construction to their specified condition.
- C. **Remove and replace damaged surfaces** that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. **Repair components** that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. **Remove and replace** chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION



IntermountainSM Healthcare

CONSTRUCTION SAFETY REQUIREMENTS

- I. Outside Contractors and Intermountain Construction Employees performing construction activities on Intermountain Healthcare property shall meet the following requirements. Outside Contractors will meet additional qualifications through the Supply Chain Organization Supplier Credentialing Procedure.
 - a. No work will be performed in any Intermountain Facility without prior approval and coordination with the accountable Facility Engineering Manager or Director.
 - b. Each outside contractor will have a Safety Program that complies with 29 CFR 1926 Subpart C. The Safety Program will be in writing.
 - c. Any chemical brought onto Intermountain Property must meet the following requirements:
 - i. Approved by the facility's Chemical Safety Officer,
 - ii. Accompanied by a current material safety data sheet,
 - iii. Stored in accordance with the chemical manufacturer's safety requirements in the appropriate labeled container.
 - iv. Where the chemical quantity is restricted for Healthcare Occupancies by NFPA 30 or other standards, it is the contractor's responsibility to provide for off-site storage.
 - v. The Contractor is responsible to comply with Intermountain's Hazardous Materials policy.
 - vi. The Contractor is responsible for the removal of all chemicals from Intermountain Property and for proper disposal in accordance with applicable laws and regulations.
 - d. No work will be performed without the completion of an Interim Life Safety and Infection Control Risk Assessment. These risk assessments will cover each phase of the construction project.
 - e. In existing facilities, an Asbestos inspection and any necessary abatement will be conducted prior to any renovation or remodel per the Hazmat policy.
 - f. Where work will cause noise or vibration, an assessment will be made following facility procedures to mitigate potential hazards to patients.
 - g. Above the Ceiling Permits
 - i. The Contractor will follow each facility's procedure for obtaining an above the ceiling work permit.
 - ii. No work will be performed prior to obtaining this permit.
 - h. Hot Work Permits
 - i. The Contractor will obtain a Hot Work Permit from Facilities Engineering prior to performing any hot work.
 - ii. The Contractor will provide a continuous and qualified fire watch for the duration and location specified by the Facility Engineering Director.
 - i. Confined Space Permits
 - i. The contractor will coordinate with the Intermountain Facility Engineering Director to assure that all requirements are met and a permit is completed prior to entering a permit required confined space.

- ii. The Facility Engineering Director will be responsible to assure that the contractor is in compliance with Intermountain's Confined Space Policy.
- j. Control of Airborne Contaminants
 - i. The contractor will control all airborne dusts, mists, fumes, and vapors such that there is no exposure to Intermountain employees, patients, or visitors. This includes the generation of contaminants outside the building.
 - ii. If necessary, work will be conducted after hours to minimize potential exposures to staff, patients, and members of the public.
- k. Personal Protective Equipment.
 - i. PPE for head, eye, face, hand, foot, and respiratory protection is the responsibility of the contractor, and will be provided and worn as necessary for the exposure, except as follows:
 - 1. Hard Hats and Safety Glasses are required to be worn at all times when in the construction area.
 - ii. The action level for fall protection on Intermountain Healthcare property is 6'. This includes work from scaffold.



CONSTRUCTION SAFETY REQUIREMENTS

- I. Outside Contractors and Intermountain Construction Employees performing construction activities on occupied Intermountain Healthcare property shall meet the following requirements. Stand-alone, new construction sites are not covered by these requirements. Outside Contractors will meet additional qualifications through the Supply Chain Organization Supplier Credentialing Procedure.
 - a. No work will be performed in any Intermountain Facility without prior approval and coordination with the accountable Facility Engineering Manager or Director.
 - b. Each outside contractor will have a Safety Program that complies with 29 CFR 1926 Subpart C. The Safety Program will be in writing.
 - c. Any chemical brought onto Intermountain Property must meet the following requirements:
 - i. Approved by the facility's Chemical Safety Officer,
 - ii. Accompanied by a current material safety data sheet,
 - iii. Stored in accordance with the chemical manufacturer's safety requirements in the appropriate labeled container.
 - iv. Where the chemical quantity is restricted for Healthcare Occupancies by NFPA 30 or other standards, it is the contractor's responsibility to provide for off-site storage.
 - v. The Contractor is responsible to comply with Intermountain's Hazardous Materials policy.
 - vi. The Contractor is responsible for the removal of all chemicals from Intermountain Property and for proper disposal in accordance with applicable laws and regulations.
 - d. No work will be performed without the completion of an Interim Life Safety and Infection Control Risk Assessment. These risk assessments will cover each phase of the construction project.
 - e. In existing facilities, an Asbestos inspection and any necessary abatement will be conducted prior to any renovation or remodel per the Hazmat policy.
 - f. Where work will cause noise or vibration, an assessment will be made following facility procedures to mitigate potential hazards to patients.
 - g. Above the Ceiling Permits
 - i. The Contractor will follow each facility's procedure for obtaining an above the ceiling work permit.
 - ii. No work will be performed prior to obtaining this permit.
 - h. Hot Work Permits
 - i. The Contractor will obtain a Hot Work Permit from Facilities Engineering prior to performing any hot work.
 - ii. The Contractor will provide a continuous and qualified fire watch for the duration and location specified by the Facility Engineering Director.
 - i. Confined Space Permits
 - i. The contractor will coordinate with the Intermountain Facility Engineering Director to assure that all requirements are met and a permit is completed prior to entering a permit required confined space.

- j. Control of Airborne Contaminants
 - i. The contractor will control all airborne dusts, mists, fumes, and vapors such that there is no exposure to Intermountain employees, patients, or visitors. This includes the generation of contaminants outside the building.
 - ii. If necessary, work will be conducted after hours to minimize potential exposures to staff, patients, and members of the public.
- k. Personal Protective Equipment.
 - i. PPE for head, eye, face, hand, foot, and respiratory protection is the responsibility of the contractor, and will be provided and worn as necessary for the exposure, except as follows:
 - 1. Hard Hats and Safety Glasses are required to be worn at all times when in the construction area. Hard hats may be removed when working in areas where the suspended ceiling grid has been completely installed.
 - ii. Fall Protection is the responsibility of the contractors and shall meet all 29 CFR 1926 requirements of the applicable Subparts.

SECTION 01 7329

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Patch and repair material disturbed during construction including, but not limited to, walls, floors, ceilings, asphalt, concrete, lawns and landscaping, roofs, etc.

1.3 DEFINITION

- A. **Cutting:** Removal of existing construction necessary to permit installation or performance of other Work.
- B. **Patching:** Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. **Cutting and Patching Proposal:** Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed.
 - 1. **Architect's Approval:** Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. **Structural Elements:** Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. **Operational Elements:** Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety, including but not limited to the following:
 - 1. Primary operational systems and equipment.
 - 2. Fire-protection systems.
 - 3. Communication systems.
 - 4. Electrical wiring systems.
- C. **Miscellaneous Elements:** Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or which results in increased maintenance or decreased operational life or safety.
 - 1. Piping, ductwork, vessels, and equipment.

- D. **Visual Requirements:** Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
1. If possible, retain original Installer or fabricator to cut and patch exposed Work. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
- E. **Cutting and Patching Conference:** Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. **Existing Warranties:** Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. **General:** Comply with requirements specified in other Sections of these Specifications.
- B. **Existing Materials:** Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Examine surfaces** to be cut and patched and conditions under which cutting and patching are to be performed.
1. **Compatibility:** Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. **Temporary Support:** Provide temporary support of Work to be cut.
- B. **Protection:** Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. **Adjoining Areas:** Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

- D. **Existing Services:** Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

- A. **General:** Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. **Cutting:** Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. **General:** use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. **Existing Finished Surfaces:** Cut or drill from the exposed or finished side into concealed surfaces.
 3. **Concrete/Masonry:** Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. **Mechanical and Electrical Services:** Cut off pipe or conduit to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 5. **Patching:** Proceed with patching after construction operations requiring cutting are complete.
 6. **Roofing:** Work on existing, warranted membrane shall be accomplished only by original installer or by installer authorized by membrane manufacturer. Furnish written documentation that Installer is approved by warrantor of existing roofing system.
 - a. **Existing Warranty:** Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty. Notify warrantor before proceeding.
 - 1) Notify warrantor of existing roofing system on completion of reroofing, and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.
 - b. **Documentation:** Photograph the existing roof before Work begins, particularly documenting any condition that might be misconstrued as having been damaged by roof modification work.
 - c. Use only materials recommended by roofing system manufacturer for intended use and compatible with components of existing roofing system.
 - d. Protect existing roofing system that is not to be reroofed.
 - 1) Provide protection as required by existing roofing manufacturer to preserve existing warranty.
 - 2) Limit traffic and material storage to areas of existing roofing that have been protected.
 - 3) Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
- B. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

- C. **Patching:** Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Patch masonry with masonry units and grout that match as closely as possible the original. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. **Employ processes** that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. **Minimize trash/waste disposal in landfills**; reuse, salvage, or recycle as much waste as economically feasible.
- D. **Submit a Waste Disposal Report** at the completion of the project; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. **Develop and follow a Waste Management Plan** designed to implement these requirements.
- G. **Unacceptable methods of trash/waste disposal:**
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- H. **Regulatory Requirements:** Know and comply with regulatory requirements, including, but not limited to, Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.3 RELATED REQUIREMENTS

- A. Section 01 3100 "**Project Management and Coordination**" for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 31 1000 "**Site Clearing**" for handling and disposal of land clearing debris.

1.4 DEFINITIONS

- A. **Clean:** Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. **Construction and Demolition Waste:** Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

- C. **Hazardous:** Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. **Nonhazardous:** Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. **Nontoxic:** Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. **Recyclable:** The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. **Recycle:** To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. **Recycling:** The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. **Return:** To give back reusable items or unused products to vendors for credit.
- J. **Reuse:** To reuse a construction waste material in some manner on the project site.
- K. **Salvage:** To remove a waste material from the project site to another site for resale or reuse by others.
- L. **Sediment:** Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. **Source Separation:** The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. **Toxic:** Poisonous to humans either immediately or after a long period of exposure.
- O. **Trash:** Any product or material unable to be reused, returned, recycled, or salvaged.
- P. **Waste:** Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.4 SUBMITTALS

- A. **Sustainability Submittals:** Submit Landfill Alternatives Proposal, Waste Management Plan, and Waste Disposal Reports in accordance with procedures specified.
- C. **Submit Waste Management Plan** within 10 calendar days after receipt of Notice of Award of Bid or prior to any trash or waste removal, whichever occurs sooner; submit projection of all trash and waste that will require disposal and alternatives to landfilling.
- D. **Submit Waste Management** prior to any trash or waste removal, whichever occurs sooner; submit projection of all trash and waste that will require disposal and alternatives to landfilling.

- E. **Waste Management Plan:** Include the following information:
1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - a. List each material proposed to be salvaged, reused, or recycled.
 - b. List the local market for each material.
 - c. State the estimated net cost, versus landfill disposal.
 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- F. **Waste Disposal Reports:** Submit at the completion of the project, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 2. Submit Report on a form acceptable to Owner.
 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 5. **Recycled and Salvaged Materials:** Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 6. **Other Disposal Methods:** Include information similar to that described above, as appropriate to disposal method.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. **Manager:** Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. **Communication:** Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. **Instruction:** Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. **Meetings:** Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-construction meeting.
 - 2. Regular job-site meetings.
 - 3. Job safety meetings.
- E. **Facilities:** Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. As a minimum, provide:
 - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
 - b. Separate dumpsters for each category of recyclable.
 - c. Recycling bins at worker lunch area.
 - 2. Provide containers as required.
 - 3. Provide temporary enclosures around piles of separated materials to be recycled or salvaged.
 - 4. Provide materials for barriers and enclosures that are nonhazardous, recyclable, or reusable to the maximum extent possible; reuse project construction waste materials if possible.
 - 5. Locate enclosures out of the way of construction traffic.
 - 6. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 7. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. **Hazardous Wastes:** Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. **Recycling:** Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. **Salvage:** Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7700

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. **This Section includes** administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Project Record Documents.
 3. Operation and maintenance manuals.
 4. Warranties.
 5. Instruction of Owner's personnel.
 6. Final cleaning.
- B. **Related Sections** include the following:
1. Section 01 2900 "**Payment Procedures**" for requirements for Applications for Payment for Substantial and Final Completion.
 2. Section 01 7300 "**Execution Requirements**" for progress cleaning of Project site.
 3. **Divisions 2 through 49** Sections for specific closeout and special cleaning requirements for products of 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 in 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. **Advise Owner** of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. **Obtain and submit releases** permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. **Prepare and submit Project Record Documents**, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. **Deliver tools, spare parts, extra materials**, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. **Make final changeover** of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. **Complete startup testing** of systems.
 9. **Submit test/adjust/balance** records.
 10. **Terminate and remove temporary facilities** from Project site, along with mockups, construction tools, and similar elements.
 11. **Advise Owner of changeover** in heat and other utilities.

12. **Submit changeover information** related to Owner's occupancy, use, operation, and maintenance.
 13. **Complete final cleaning requirements**, including touchup painting.
 14. **Touch up and otherwise repair and restore** marred exposed finishes to eliminate visual defects.
- 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 date of Final Completion, complete the following:
1. **Submit a final Application for Payment** according to **Division 1 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. **Submit evidence** of final, **continuing insurance** coverage complying with insurance requirements.
 4. **Submit pest-control** final inspection report and warranty.
 5. **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.
- C. **Additional Review Fees:** Should Architect perform more than one additional review, or extend its construction period services more than 15 business days beyond the scheduled completion date, due to the failure of the Contractor's work to comply with the claims of status or completion made by the Contractor, Owner will compensate Architect for such additional/ extended services at the rate of \$500.00 per day. The Owner shall then deduct the amount of such compensation from the final payment to the Contractor.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. **Preparation:** Submit three copies of Contractors list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. **Organize list of spaces in sequential order**, starting with exterior areas first and proceeding from lowest floor to highest floor.

2. **Organize items applying to each space by major element**, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. **Include** the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. **General:** Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. **Record Drawings:** Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 1. **Mark Record Prints** to show the **actual** installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. **Give particular attention** to information on **concealed elements** that cannot be readily identified and recorded later.
 - b. **Accurately record** information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 2. **Mark record sets with erasable**, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. **Mark important additional information** that was either shown schematically or omitted from original Drawings.
 4. **Note Construction Change Directive numbers**, Change Order numbers, alternate numbers, and similar identification where applicable.
 5. **Identify and date each Record Drawing;** include the designation "**PROJECT RECORD DRAWING**" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. **Record Specifications:** Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. **Give particular attention to information on concealed products** and installations that cannot be readily identified and recorded later.
 2. **Mark copy with the proprietary name** and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. **Note related Change Orders**, Record Drawings, and Product Data, where applicable.

- D. **Record Product Data:** Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. **Give particular attention to information on concealed products** and installations that cannot be readily identified and recorded later.
 2. **Include significant changes** in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. **Note related Change Orders**, Record Drawings, and Record Specifications, where applicable.
- E. **Miscellaneous Record Submittals:** Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 OPERATION AND MAINTENANCE MANUALS

- A. **Assemble a complete set of operation and maintenance data** indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. **Operation Data:**
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 2. **Maintenance Data:**
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
- B. **Organize operation and maintenance manuals** into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "**OPERATION AND MAINTENANCE MANUAL**," Project name, and subject matter of contents.

1.8 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. **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, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-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.
- C. **Provide additional copies** of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. **Instruction:** Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner, through Architect, with at least seven days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. **Program Structure:** Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
 - 1. System design and operational philosophy.
 - 2. Review of documentation.
 - 3. Operations.
 - 4. Adjustments.
 - 5. Troubleshooting.
 - 6. Maintenance.
 - 7. Repair.

3.2 FINAL CLEANING

- A. **General:** Provide 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, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. **Sweep paved areas** broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. **Rake grounds** that are neither planted nor paved to a smooth, even-textured surface.
 - d. **Remove tools**, construction equipment, machinery, and surplus material from Project site.
 - e. **Remove snow and ice** to provide safe access to building.
 - f. **Clean exposed exterior and interior hard-surfaced finishes** to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 1) **Use low VOC and low emitting cleaning products** to the maximum extent feasible.
 - g. **Remove debris** and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. **Sweep concrete floors broom clean** in unoccupied spaces.
 - i. **Vacuum carpet** and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. **Clean transparent materials**, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. **Remove labels** that are not permanent.
 - l. **Touch up and otherwise repair and restore marred**, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) **Do not paint** over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. **Wipe surfaces** of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. **Replace parts** subject to unusual operating conditions.
 - o. **Clean plumbing fixtures** to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. **Replace disposable air filters** and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. **Clean ducts**, blowers, and coils if units were operated without filters during construction.
 - r. **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.
 - s. **Leave Project clean** and ready for occupancy.

- C. **Cleaning Standards:** Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

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INTERMOUNTAIN HEALTHCARE

RECORD DRAWING REQUIREMENTS

PROJECT CONTRACT NAME: Project Contract Name

ARCHITECTURAL FIRM: Architect Firm ARCH. PROJECT NO: ##

CONTRACTOR: Contractor

*Record Drawings are required per the Owner / Architect contract agreement and shall consist of AutoCAD files (.dwg), BIM files (i.e. REVIT [.rvt], etc.), PDF (.pdf) files, Sheet Index (.xls), Renderings/Photos and Specifications as outlined below. Drawing files shall be separated into individual files with all external references (xrefs) and attached files (i.e. images, special fonts, pen settings, etc.) bound to each separate drawing. The AutoCAD, BIM and PDF files can be included under each discipline below in separate folders. Naming of these files shall be sequential and as outlined on the Architects Drawing Index. The file names shall not include any special characters and/or symbols (i.e. \, /, :, *, ?, ", <, >, |, #, {, }, %, ~, &, etc.). **By submitting Record Drawings to the Owner, Architect has verified that all content is functional and readable.***

RECORD DRAWING SHEET INDEX Provide an Excel File (.xls) of complete drawing index.

RECORD DRAWING DISCIPLINES	AUTOCAD (.dwg)	REVIT (.rvt)	PDF (.pdf)
ARCHITECTURAL.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CIVIL.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
LANDSCAPE.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
STRUCTURAL.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
PLUMBING.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
MECHANICAL.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ELECTRICAL.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
_____.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
_____.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
_____.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
_____.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

RECORD SPECIFICATIONS Separate into Divisions / Sections with T.O.C. (.pdf)

RENDERINGS | PHOTOS

REVIEWED BY: Architect DATE REVIEWED: 10/10/2012

SIGNATURE: _____

*This document is to be included in Division I specifications and kept with the Record Drawing file.

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DIVISION 02 – EXISTING CONDITIONS

Section 02 4102

Selective Demolition

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SECTION 02 4102

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. **This Section includes** the following:
 - 1. Demolition and removal of selected portions of a building or structure.
 - 2. Repair procedures for selective demolition operations.
- B. **Related Sections** include the following:
 - 1. Section 02 4101 "**Cutting and Patching**" for cutting and patching procedures for selective demolition operations.

1.3 DEFINITIONS

- A. **Deconstruction:** Disassembly of buildings for the purpose of recovering materials
- B. **Demolish:** Completely remove and legally dispose of off-site.
- C. **Existing to Remain or Retain:** Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled
- D. **Protect:** Except as otherwise defined in greater detail, the term "protect" is used to describe the process of shielding from harm existing fixtures, elements or materials.
- E. **Protect and Maintain:** To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.
- F. **Recycle:** Recovery of demolition waste for subsequent processing in preparation for reuse.
- G. **Remove:** To detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- H. **Remove and Salvage:** To detach items from existing construction and deliver them to Owner ready for reuse.
- I. **Remove and Reinstall:** To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.
- J. **Salvage:** Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.

- K. **Stabilize:** To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.

1.4 MATERIALS OWNERSHIP

- A. **Historic items, relics, and similar objects** including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.5 SUBMITTALS

- A. **Qualification Data:** For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. **Proposed Dust-Control and Noise-Control Measures:** Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. **Schedule of items and materials to be salvaged:** Identify procedures for disassembly.
1. Identify materials to be recycled. Identify materials to be salvaged for reuse on site and off site.
- D. **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.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Locations of temporary partitions and means of egress.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- E. **Inventory:** After selective demolition is complete, submit a list of items that have been removed and salvaged.
- F. **Pre-demolition Photographs or Videotape:** Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- G. **Landfill Records:** Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. **Demolition Firm Qualifications:** An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

- B. **Regulatory Requirements:** Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. **Standards:** Comply with ANSI A10.6 and NFPA 241.
- D. **Pre-demolition Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

1.7 PROJECT 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. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. **Maintain access to existing walkways**, corridors, and other adjacent occupied or used facilities.
 - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. **Owner assumes no responsibility for condition of areas** to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. **Hazardous Materials:** It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. **Storage or sale of removed items** or materials on-site will not be 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 REPAIR MATERIALS

- A. **Use repair materials** identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. **Comply with material and installation requirements** specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Verify** that utilities have been disconnected and capped.
- B. **Survey existing conditions** and correlate with requirements indicated to determine extent of selective demolition required.
- C. **Inventory and record** the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. **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.
- E. **Engage a professional engineer** to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. **Perform surveys** as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. **Existing Utilities:** Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. **Utility Interruption:** Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
- C. **Provide at least 72 hours'** notice to Owner if shutdown of service is required during changeover.
- D. **Utility Requirements:** Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
- E. **Owner will arrange to shut off indicated utilities** when requested by Contractor.
- F. **If utility services are required to be removed,** relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
- G. **Cut off pipe or conduit in walls** or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

- H. **Utility Requirements:** Refer to Mechanical and Electrical Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

- A. **Dangerous Materials:** Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. **Site Access and Temporary Controls:** Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 3. Protect existing site improvements, appurtenances, and landscaping to remain.
- C. **Temporary Facilities:** Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
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 or that are exposed during selective demolition operations.
 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- D. **Temporary Enclosures:** Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- E. **Temporary Partitions:** Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- F. **Temporary Shoring:** Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

3.4 POLLUTION CONTROLS

- A. **Temporary ventilation:** Provide temporary ventilation as follows:
1. Vacuum old carpets prior to removal using a certified Carpet and Rug Institute (CRI) Green Label vacuum cleaner. Vacuum floor immediately after old carpet is removed.

- B. **Dust Control:** Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
 2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- C. **Disposal:** Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- D. **Cleaning:** 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.

3.5 SELECTIVE DEMOLITION

- A. **General:** Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
 10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. **Existing Facilities:** Comply with Owner's requirements for using and protecting walkways, building entries, and other building facilities during selective demolition operations.
- C. **Removed and Salvaged Items:** Comply with the following:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.

- D. **Removed and Reinstalled Items:** Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. **Existing Items to Remain:** Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- F. **Concrete:** Neatly core drill openings in existing floor - verify locations of services in suspended slab and below before any cutting.

3.6 PATCHING AND REPAIRS

- A. **General:** Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. **Repairs:** Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- C. **Finishes:** Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- D. **Floors and Walls:** Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, as noted on Drawings, to achieve uniform color and appearance.
1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 2. Skim coat entire wall surface with drywall compound to provide smooth, unblemished substrate for new paint finish.
 3. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Test and inspect patched areas after completion to demonstrate integrity of installation.
- E. **Ceilings:** Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance. Replace damaged ceiling panels with new panels, matching existing.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. **General:** Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. **Burning:** Do not burn demolished materials.
- C. **Disposal:** Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION

DIVISIONS 03 thru 08

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DIVISION 09 – FINISHES

Section 09 6513	Resilient Base and Accessories
Section 09 6516.23	Vinyl Sheet Flooring
Section 09 6516.33	Rubber Tile Flooring
Section 09 6813	Carpet Tile
Section 09 9123	Painting

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SECTION 09 6513

RESILIENT BASE AND ACCESSORIES

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. Resilient base.
 - 2. Resilient molding accessories.
- B. **Related Sections:**
 - 1. **Key-Finish** on Drawings for patterns and colors.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. **Store resilient products and installation materials in dry spaces** protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 degrees F or more than 90 degrees F.

1.4 FIELD CONDITIONS

- A. **Maintain ambient temperatures** within range recommended by manufacturer, but not less than 70 degrees F or more than 95 degrees F, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. **After installation and until Substantial Completion**, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 degrees F or more than 95 degrees F.
- C. **Install resilient products after** other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 STANDARD THERMOPLASTIC RUBBER BASE (B3)

- A. **Acceptable Manufacturers:** Subject to compliance with requirements of Contract Documents, provide products by manufacturers listed below and as indicated in Key-Finish on Drawings. If not listed, submit as a substitution according to the Conditions of the Contract and provisions of Division 01 sections.
 - 1. Manufacturer: nora by Interface
 - 2. Product: nora wall base.

- B. **Product Standard:** ASTM F 1861, Type TP (rubber, thermoplastic), Group I (solid, homogeneous).
 - 1. Style and Location: Style B, Cove: Provide in areas with resilient flooring and where indicated on Drawings.
- C. **Characteristics:**
 - 1. Thickness: 0.13 inch.
 - 2. Height: 4 inches, per schedule.
 - 3. Lengths: Coils in manufacturer's standard length.
 - 4. Outside Corners: Preformed, if available in selected colors; job-formed otherwise.
 - 5. Inside Corners: Job-formed.
- D. **Colors:** As selected by Architect from full range of colors – refer to Finish Legend.

2.2 VINYL MOLDING ACCESSORY

- A. **Acceptable Manufacturers:** Subject to compliance with requirements of Contract Documents, provide products by manufacturers listed below and as indicated in Key-Finish on Drawings. Substitutions will not be considered.
 - A. nora by Interface.
- B. **Description:** Vinyl edge products for glue-down applications for tile and carpet transitions.
 - 1. Profile and Dimensions: As indicated on Drawings.
 - 2. Locations: Provide molding accessories in areas indicated.
 - 3. Colors and Patterns: As indicated on Key-Finish Schedule or if not indicated, as selected by Architect from manufacturer's full range.

2.3 INSTALLATION MATERIALS

- A. **Trowelable Leveling and Patching Compounds:** Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. **Adhesives:** Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Examine substrates**, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. **Proceed with installation only after** unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. **Prepare substrates** according to manufacturer's written instructions to ensure adhesion of resilient products.

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

3.3 RESILIENT BASE INSTALLATION

- A. **Comply with manufacturer's written instructions** for installing resilient base.
- B. **Apply resilient base** to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. **Install resilient base in lengths as long as practical** without gaps at seams and with tops of adjacent pieces aligned.
- D. **Tightly adhere resilient base** to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. **Do not stretch resilient base** during installation.
- F. **On masonry surfaces** or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. **Job-Formed Corners:**
 - 1. Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
 - a. Miter or cope corners to minimize open joints.
 - b. Heat and form outside corners.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. **Comply with manufacturer's written instructions** for installing resilient accessories.
- B. **Resilient Molding Accessories:** Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. **Comply with manufacturer's written instructions** for cleaning and protecting resilient products.
- B. **Perform the following operations** immediately after completing resilient-product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.

- C. **Protect resilient products** from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. **Cover resilient products** subject to wear and foot traffic until Substantial Completion.

END OF SECTION

SECTION 09 6516.23

VINYL SHEET FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This **Section includes**:
 - 1. Vinyl sheet floor coverings.
 - 2. Integral cove base.
- B. **Related Sections**:
 - 1. "**Key-Finish**" on Drawings for colors and patterns.
 - 2. Section 09 6513 "**Resilient Base and Accessories**" for resilient wall base, reducer strips, and other accessories installed with vinyl floor coverings.

1.3 SUBMITTALS

- A. **Product Data**: For each type of product indicated.
- B. **Shop Drawings**:
 - 1. Show locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 2. Show details of special patterns.
- C. **Samples for Selection**: For each type floor covering indicated.
 - 1. Include similar samples of installation accessories involving color selection.
 - 2. Heat-Welding Bead: Include manufacturer's standard-size Samples, but not less than 9 inches long, of each color required.
 - 3. Components for flash cove base, including cove strip and cap.
- D. **Heat-Welded Seam Samples**: For each flooring product and welding bead color and pattern combination required; with seam running lengthwise and in center of 6-by-9-inch Sample applied to rigid backing and prepared by Installer for this Project.
- E. **Maintenance Data**: For floor coverings to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. **Installer Qualifications**: A qualified installer who employs workers for this Project that are competent in techniques required by manufacturer for floor covering installation indicated.
- B. **Fire-Test-Response Characteristics**: Provide products identical to those tested for fire-exposure behavior per test method indicated by a testing and inspecting agency acceptable to authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. **Store floor coverings and installation materials** in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 degrees F or more than 90 degrees F.

1.6 PROJECT CONDITIONS

- A. **Maintain temperatures within range recommended** by manufacturer, but not less than 70 degrees F or more than 95 degrees F, in spaces to receive floor tile during the following time periods:
 - 1. 72 hours before installation.
 - 2. During installation.
 - 3. 72 hours after installation.
- B. **After post-installation period**, maintain temperatures within range recommended by manufacturer, but not less than 55 degrees F or more than 95 degrees F.
- C. **Close spaces to traffic during** floor covering installation.
- D. **Close spaces to traffic for 72 hours after** floor covering installation.
- E. **Install floor coverings after** other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

- A. **Furnish extra materials** described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Sheet Goods: Furnish not less than 10 linear feet in full roll width for every 500 linear feet or fraction thereof, in roll form and in full roll width, of each different type, color, and pattern of sheet floor covering installed.
 - 2. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

PART 2 - PRODUCTS

2.1 SHEET VINYL FLOOR COVERING

- A. **Acceptable Manufacturer:** Subject to compliance with requirements of Contract Documents, provide products by the following manufacturer. If not listed, submit as a substitution according to the Conditions of the Contract and provisions of Division 01 sections.
 - 1. Manufacturer: Mannington Commercial.
 - 2. Product: Biospec® MD.
 - 3. Properties:
 - a. Color and Pattern: As indicated on Legend-Finish Schedule on Drawings.

- b. Homogeneous commercial sheet (non-ortho phthalate construction) without backing, exceeding ASTM F-1913 requirements and consisting of a urethane wear layer with aluminum oxide, cured by ultraviolet process. Patterns and colors shall extend through entire wear-layer thickness.
 - 1) Roll Size: In manufacturer's standard length by not less than 78 inches wide.
 - 2) Seaming Method: Heat welded.
 - 3) Static Load Limit: Passes - Residual Indent ≤ 0.005 inch.
 - 4) Overall Thickness: 0.080 inch; wear layer: 0.080 inch.
 - 5) Fire-Test-Response Characteristics: Class I, not less than 0.45 W/square centimeter per ASTM E 648.

2.3 INSTALLATION MATERIALS

- A. **Trowelable Leveling and Patching Compounds:** Latex-modified, Portland cement based or blended hydraulic cement based formulation provided or approved by floor covering manufacturer for applications indicated.
- B. **Adhesives:** Water-resistant type recommended by floor covering manufacturer for products and substrate conditions indicated.
- C. **Heat-Welding Bead:** Solid-strand product of floor covering manufacturer.
 - 1. Color: Match floor covering, as selected by Architect.
- D. **Coved Base Accessories:** Cove forms and cap pieces, as selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Examine substrates,** with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor coverings.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. **Prepare substrates** according to manufacturer's written recommendations to ensure adhesion of floor coverings.
- B. **Concrete Substrates:** Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

3. **Moisture Testing:**
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb. of water/1000 sq. ft. in 24 hours.
 - b. Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- C. **Remove substrate coatings and other substances** that are incompatible with floor covering adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. **Use trowelable leveling and patching compound** to fill cracks, holes, and depressions in substrates.
- E. **Move floor coverings and installation materials** into spaces where they will be installed at least 72 hours in advance of installation.
 1. Do not install floor coverings until they are same temperature as space where they are to be installed.
- F. **Sweep and vacuum clean substrates** to be covered by floor coverings immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION, GENERAL

- A. **Scribe and cut floor coverings** to butt neatly and tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings.
- B. **Extend floor coverings** into toe spaces, door reveals, closets, and similar openings.
- C. **Maintain reference markers**, holes, or openings that are in place or marked for future cutting by repeating on floor coverings as marked on subfloor. Use chalk or other nonpermanent marking device.
- D. **Install floor coverings** on covers for telephone and electrical ducts and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of floor coverings installed on covers. Tightly adhere floor covering edges to substrates that abut covers and to cover perimeters.
- E. **Adhere floor coverings to substrates** using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- F. **Heat-Welded Seams:** Comply with ASTM F 1516. Rout joints and use welding bead to permanently fuse sections into a seamless floor covering. Prepare, weld, and finish seams to produce surfaces flush with adjoining floor covering surfaces.

3.4 SHEET FLOOR COVERING INSTALLATION

- A. **Unroll sheet floor coverings** and allow them to stabilize before cutting and fitting.

- B. **Lay out sheet floor coverings** as follows:
 - 1. Maintain uniformity of floor covering direction.
 - 2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in floor covering substrates.
 - 3. Match edges of floor coverings for color shading at seams.
 - 4. Avoid cross seams.

- C. **Integral-Flash-Cove Base:** Cove flooring to dimension indicated up vertical surfaces. Support flooring at horizontal and vertical junction with cove strip. Butt at top against cap strip.

3.5 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing floor coverings:
 - 1. Remove adhesive and other surface blemishes from floor covering surfaces.
 - 2. Sweep and vacuum floor coverings thoroughly.
 - 3. Damp-mop floor coverings to remove marks and soil.
 - a. Do not wash floor coverings until after time period recommended by manufacturer.

- B. **Protect floor coverings** against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended in writing by manufacturer.
 - 1. Apply protective floor polish when recommended by flooring manufacturer or as directed by Architect to surfaces that are free of soil, visible adhesive, and surface blemishes.
 - a. Seal as recommended by manufacturer but with not less than three coats of floor polish.
 - b. Use commercially available product acceptable to manufacturer.
 - c. Coordinate selection of floor polish with Owner's maintenance service.
 - 2. Cover vinyl and rubber floor coverings with undyed, untreated building paper until inspection for Substantial Completion.
 - 3. Do not move heavy and sharp objects directly over floor covering surfaces. Place plywood or hardboard panels over floor coverings and under objects while they are being moved. Slide or roll objects over panels without moving panels.

END OF SECTION

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SECTION 09 6519.33

RUBBER TILE FLOORING

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. Rubber floor tile.
- B. **Related Sections:**
 - 1. “**Key-Finish**” on Drawings for colors and patterns.
 - 2. Section 09 6513 “**Resilient Base and Accessories**” for wall base.

1.3 ACTION SUBMITTALS

- A. **Product Data:** For each type of product.
- B. **Shop Drawings:** For each type of resilient floor tile.
 - 1. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 2. Show details of special patterns.
- C. **Samples:** Full-size units of each color, texture, and pattern of floor tile required.

1.4 INFORMATIONAL SUBMITTALS

- A. **Qualification Data:** For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. **Maintenance Data:** For each type of floor tile to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. **Furnish extra materials**, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.7 QUALITY ASSURANCE

- A. **Installer Qualifications:** An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.

- B. **Mockups:** Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Coordinate mockups in this Section with mockups specified in other Sections.
 - a. Size: Minimum 100 sq. ft. for each type, color, and pattern in locations directed by Architect.
 - b. Mockups shall demonstrate seaming, floor to wall transitions, floor to floor transitions, and floor to tile wall transitions at covered base locations.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. **Store floor tile and installation materials** in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 degrees F or more than 90 degrees F. Store floor tiles on flat surfaces.

1.9 FIELD CONDITIONS

- A. **Maintain ambient temperatures** within range recommended by manufacturer, but not less than 70 degrees F or more than 95 degrees F, in spaces to receive floor tile during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.

- B. **After installation and until Substantial Completion**, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 degrees F or more than 95 degrees F.

- C. **Close spaces** to traffic during floor tile installation.

- D. **Close spaces** to traffic for 48 hours after floor tile installation.

- E. **Install floor tile after other finishing operations**, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. **Fire-Test-Response Characteristics:** For resilient floor tile, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 RUBBER FLOOR TILE

- A. **Basis of Design:** Contract Documents are based on products specified below to establish a standard of quality. Other manufacturers offering products with equivalent characteristics may be considered, provided deviations are minor and design concept as expressed in the Contract Documents (including color range and tile sizes) is not changed, as judged by the Architect.
1. Manufacturer: nora systems; www.nora.com/us.
 2. Product: sentica, 3.0mm, Article 2700
- B. **Properties**
1. Tile Standard: ASTM F1344, Type I Grade 1, homogeneous rubber compound tile, with random scattered design.
 2. Hardness: 92, measured using Shore, Type A durometer according to ASTM D2240.
 3. Wearing Surface: Smooth.
 4. Thickness: 0.12 inch.
 5. Size: 24.015 inches by 24.015 inches.
 6. Seamless-Installation Method: Chemically bonded per manufacturer's standard materials and procedures.

2.3 INSTALLATION MATERIALS

- A. **Trowelable Leveling and Patching Compounds:** Latex-modified, Portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. **Adhesives:** Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
- C. **Seamless-Installation Accessories:**
1. Chemical-Bonding Compound: Manufacturer's product for chemically bonding seams.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Examine substrates,** with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.

- B. **Proceed with installation only after** unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. **Prepare substrates** according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. **Concrete Substrates:** Prepare according to ASTM F710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing.
 - 4. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. **Relative Humidity Test:** Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 85 percent relative humidity level measurement, but not more than recommended by flooring manufacturer.
- C. **Access Flooring Panels:** Remove protective film of oil or other coating using method recommended by access flooring manufacturer.
- D. **Fill cracks, holes, and depressions** in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- E. **Do not install floor tiles** until materials are the same temperature as space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- F. **Immediately before installation**, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. **Comply with manufacturer's written instructions** for installing floor tile.
- B. **Lay out floor tiles from center marks** established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - 1. Lay tiles in patterns indicated and as directed by Architect.
- C. **Match floor tiles for color and pattern** by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 - 1. Lay tiles in pattern of colors and sizes indicated.
- D. **Scribe, cut, and fit floor tiles** to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

- E. **Extend floor tiles** into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. **Maintain reference markers**, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. **Install floor tiles on covers** for telephone and electrical ducts, building expansion-joint covers, and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. **Adhere floor tiles to substrates** using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- I. **Seamless Installation:**
 - 1. Chemically Bonded Seams: Bond seams with chemical-bonding compound to fuse sections permanently into a seamless flooring installation. Prepare seams and apply compound to produce tightly fitted seams without gaps, overlays, or excess bonding compound on flooring surfaces.

3.4 CLEANING AND PROTECTION

- A. **Comply with manufacturer's written instructions** for cleaning and protecting floor tile.
- B. **Perform the following operations immediately** after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. **Cover products installed on horizontal surfaces** with "Ram Board" or Owner-approved equivalent until Substantial Completion.
- D. **Do not move heavy and sharp objects directly over surfaces.** Place hardboard or plywood panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION

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SECTION 09 6813

TILE CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This **Section includes** modular, fusion-bonded carpet tile.
- B. **Related Sections:**
 - 1. **Key-Finish** on Drawings for pattern and color selections.
 - 2. Section 01 3543.19 "**Carpet Tile Reclamation**" for recycling of existing carpet tile.
 - 3. Section 09 6513 "**Resilient Base and Accessories**" for resilient accessories installed with carpet tile.

1.4 QUALITY ASSURANCE

- A. **Reference Standard:** Work shall conform to The Carpet and Rug Institute "Standard for Installation of Commercial Carpet", CRI 104, September 2015.
- B. **Installer Qualifications:** An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.
- C. **Fire-Test-Response Characteristics:** Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- D. **Product Options:** Products and manufacturers named in Part 2 establish requirements for product quality in terms of appearance, construction, and performance. Other manufacturers' products comparable in quality to named products and complying with requirements may be considered.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. **Comply with** CRI 104.

1.6 PROJECT CONDITIONS

- A. **Comply with** CRI 104.
- B. **Environmental Limitations:** Do not install carpet tiles until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

- C. **Do not install carpet tiles** over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

1.7 WARRANTY

- A. **Special Warranty for Carpet Tiles:** Manufacturer's standard form in which manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 2. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, dimensional stability, and delamination.
 3. Warranty Period: Lifetime Commercial Limited.

1.8 EXTRA MATERIALS

- A. **Furnish extra materials** described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Carpet Tile: One full carton of carpet tile of each color and pattern, plus any partial boxes remaining after Work is completed.

PART 2 - PRODUCTS

2.1 CARPET TILE (F11)

- A. **Acceptable Products:** Subject to compliance with requirements, provide products indicated below and on Legend-Finish Schedule on Drawings. Substitutions will not be considered.
1. Manufacturer: Shaw Contract Group
 2. Collection: Hand Drawn
 - a. F1: Stipple Tile #5T116
 - b. F2: Fine Point Tile #5T113.
 - c. F3: Lineweight Tile #5T114.
 3. Collection: Steppin Out
 - a. F12: Welcome II Tile #FT031
 3. Colors: As indicated on Legend-Finish on Drawings.
- B. **Properties (F1/F2/F3):**
1. Construction: Multi-level pattern cut/loop.
 2. Fiber: Eco Solution Q® nylon.
 3. Dye Method: 100 percent solution.
 4. Tile Size: 18 x 36 inches.
 5. Gauge: 1/12 inch.
 6. Finished Pile Thickness:
 - a. F1: 0.108 inch.
 - b. F2: 0.113 inch.
 - c. F3: 0.119 inch.
 7. Average Density:
 - a. F1: 6667 ounces per cubic yard.
 - b. F2: 6372 ounces per cubic yard.
 - c. F3: 6060 ounces per cubic yard.
 8. Tufted Weight: 20 ounces/square yard.
 9. Backing: Ecoworx® tile.

- C. **Properties (F12):**
1. Construction: Needlebond Hobnail.
 2. Fiber: PET Polyester.
 3. Dye Method: 100 percent solution.
 4. Tile Size: 24 x 24 inches.
 5. Finished Pile Thickness: 0.157 inch.
 6. Average Density: 6477 ounces per cubic yard.
 7. Tufted Weight: 49 ounces/square yard.
 8. Backing: Ecoworx® tile.

2.3 INSTALLATION ACCESSORIES

- A. **Trowelable Leveling and Patching Compounds:** Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. **Adhesives:** Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Examine substrates**, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. **Concrete Subfloors:** Verify that concrete slabs comply with ASTM F 710 and the following:
1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 2. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. **Proceed with installation** only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. **General:** Comply with CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. **Use trowelable leveling and patching compounds**, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.
- C. **Remove coatings**, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.

- D. **Broom and vacuum clean substrates** to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. **General:** Comply with CRI 104 and with carpet tile manufacturer's written installation instructions.
- B. **Installation Method:** Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
- C. **Maintain dye lot integrity.** Do not mix dye lots in same area.
- D. **Cut and fit carpet tile to butt tightly** to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. **Extend carpet tile into toe spaces**, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. **Maintain reference markers**, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. **Install pattern as shown** on Drawings and as required by Architect.

3.4 CLEANING AND PROTECTION

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

END OF SECTION

SECTION 09 9123

PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 SUMMARY

- A. **Section includes** painting work, including, but is not limited to painting the following:
1. Metal doors, metal door frames, and grilles.
 2. Interior gypsum walls and ceilings.
 3. Interior steel rails and miscellaneous metal.
 4. Concrete floors.
 5. Interior wood including but not limited to trim and moldings.
 6. Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, plug mold, electric panels, and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated.
- B. **Related Sections:**
1. **Shop Primers:** Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.
 - a. Unless otherwise specified, shop priming of fabricated components such as architectural woodwork, wood casework and shop-fabricated or factory-built mechanical and electrical equipment or accessories is included under other sections of these specifications.
 - b. Comply with PDCA Standard P15 "Painting of Shop Primed Substrates"
- C. **"Paint"** as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. **Gloss and Sheen Definitions** shall determine the equivalency of the desired finish luster when described in the construction documents by a traditional name instead of gloss units due to the wide variance of sheen descriptions available from manufacturer to manufacturer. Gloss shall be determined by ASTM D523 - 08 Standard Test Method for Specular Gloss.
1. Flat: Refers to a lusterless or matte finish with a gloss range below 5 units when measured with a 60 degree meter and no more than 10 units measured at an 85 degree meter.
 2. Low-Sheen: Refers to a velvet-like finish with a gloss range below 10 units when measured with a 60 degree meter and between 10-35 units measured at an 85 degree meter.
 4. Satin: Refers to low-to-medium range finish with a gloss range between 20-35 units when measured with a 60 degree meter and at least 35 units measured at an 85 degree meter.
 5. Semi-Gloss: Refers to a medium sheen finish with a gloss range between 35-70 units when measured with a 60 degree meter.
 6. Gloss: Refers to a high sheen finish with a gloss range between 70-85 units when measured with a 60 degree meter.

7. **High-Gloss:** Refers to a very high sheen finish with a gloss range more than 85 units when measured with a 60 degree meter.
- E. **Drywall Finishing Levels:** Except where otherwise specified, a Drywall Finishing Level 5 is required on gypsum board substrates scheduled to receive an eggshell or higher sheen. Drywall Finishing Level 4 is acceptable with the use of flat and low-sheen paints, except where critical lighting conditions are determined to be an issue by the Architect.
- F. **Surfaces to be Painted:** Except where natural finish of material is specifically noted as a surface not to be painted, paint all exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from manufacturer's full range of colors and finishes. Multiple colors will be selected by the Architect for any type of paint system. If colors are not indicated on the Drawings or Finish Schedule, **provide for a minimum of 20 percent of the walls to be an accent color.**
 1. **Surface preparation,** priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.
 2. Walls behind scheduled coverings shall receive prime coat.
 3. **If it can be seen, *paint it.***
- G. **Following categories of work are not included** as part of field-applied finish work:
 1. **Pre-Finished Items:** Unless otherwise indicated, do not include painting when factory-finishing or installer-finishing is specified for such items as (but not limited to) metal toilet enclosures, pre-finished partition systems, architectural woodwork and casework, elevator entrance doors and frames, elevator equipment, and finished mechanical and electrical equipment, including light fixtures, switchgear and distribution cabinets.
 2. **Concealed Surfaces:** Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces and duct shafts.
 3. **Finished Metal Surfaces:** Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting.
 4. **Operating Parts:** Unless otherwise indicated, moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts will not require finish painting.
 5. **Labels:** Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.3 SUBMITTALS

- A. **Product Data:** Submit manufacturer's technical information including Paint label analysis and application instructions for each material proposed for use.
- B. **Samples:** Prior to beginning work, review Finish Schedule for colors to be painted. Use representative colors when preparing samples for review. Submit samples for Architect's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.
 1. On 12 x 12 inch hardboard, provide two samples of each color and material, with texture to simulate actual conditions. Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.

2. On actual wall surfaces and other exterior and interior building components, duplicate painted finishes of prepared samples. Provide full-coat finish samples on at least 100 sq. ft. of surface, or as directed, until required sheen, color and texture is obtained; simulate finished lighting conditions for review of in-place work.
 - a. Demonstrate touch-up and repair technique on wall surface mock-ups.
 - b. Final acceptance of colors will be from samples applied on the job.

1.4 QUALITY ASSURANCE

- A. **Single Source Responsibility:** Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- B. **Coordination of Work:** Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

1.5 DELIVERY AND STORAGE

- A. **Deliver materials** to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
 1. Name or title of material.
 2. Federal Specification number, if applicable.
 3. Manufacturer's batch number and date of manufacture.
 4. Manufacturer's name.
 5. Contents by volume, for major pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
- B. **Store materials** not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
 1. **Protect from freezing where necessary.** Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 PROJECT CONDITIONS

- A. **Apply water-based paints** only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F and 90 degrees F, unless otherwise permitted by paint manufacturer's printed instructions.
- B. **Apply solvent-thinned paints** only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F and 95 degrees F, unless otherwise permitted by paint manufacturer's printed instructions.
- C. **Do not paint in snow, rain, fog or mist**, or when relative humidity exceeds 85 percent, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.
 1. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

- D. **Determine moisture content of surfaces** to be painted by performing appropriate tests using a commercially available moisture meter. Apply paint only when surfaces are within limits specified by the paint manufacturer's printed instructions.

1.7 MAINTENANCE MATERIALS

- A. **Furnish extra materials** that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gallon of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Acceptable Manufacturers:** Subject to compliance with requirements of Contract Documents, provide products by the manufacturer listed below. Substitutions will not be considered.
 - 1. Sherwin-Williams Company.
- B. **Painting Contractor** shall complete "Sherwin Williams Contractor Job Tracking Form" which follows this section and forward to Sherwin Williams as directed.

2.2 MATERIALS

- A. **Material Quality:** Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. **Proprietary names** used to designate color or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
- C. **Federal Specifications** establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
- D. **Manufacturer's products** which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
- E. **Color Pigments:** Pure, non-fading, applicable types to suit substrates and service indicated. Notify the Contractor in writing situations where the pigments of a chosen color are known to react with high alkalinity substrates (chemical burn), especially where the color is scheduled to be applied to a highly alkaline substrate. Notify Architect if color pigments will cause product to exceed allowable VOC limits.

- F. **Chemical Components of Interior Paints and Coatings:** Provide products that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions:
1. Flat Paints and Coatings: VOC content of not more than 50 g/L.
 2. Non-Flat Paints and Coatings: VOC content of not more than 150 g/L.
 3. Anticorrosive Coatings: VOC content of not more than 250 g/L.
 4. Varnishes and Sanding Sealers: VOC content of not more than 350 g/L.
 5. Stains: VOC content of not more than 250 g/L.
 6. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 7. Furnish products which have zero VOC content wherever possible.
- G. **Lead content in pigment**, if any, is limited to contain not more than 0.06 percent lead, as lead metal based on the total non-volatile (dry-film) of paint by weight.
1. This limitation is extended to interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven years of age.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Applicator must examine areas and conditions** under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.
1. Comply with PDCA Standard P4 "Responsibility for Inspection and Acceptance of Surfaces prior to Painting and Decorating".
- B. **Starting of painting work will be construed** as Applicator's acceptance of surfaces and conditions within any particular area.
- C. **Do not paint over** dirt, rust, scale, grease, moisture, scuffed surfaces, or **conditions otherwise detrimental** to formation of a durable paint film.

3.2 PREPARATION

- A. **General:** Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
- B. **Barrier Coats:** Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.
- C. **Accessories Removal:** Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.
- D. **Surface Preparation:** Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

- E. **Cementitious Materials:** Prepare cementitious surfaces to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.
1. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
 2. Clean concrete floor surfaces scheduled to be painted with a commercial solution or muriatic acid, or other etching cleaner. Flush floor with clean water to neutralize acid, and allow to dry before painting.
- F. **Ferrous Metals:** Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
1. Caulk fabrication joints in hollow metal door frames which paint application cannot bridge.
 2. Follow manufacturer's surface preparation recommendations for ferrous metal substrates, ranging from one of the following procedures:
 - a. SSPC-SP 1 - Solvent Cleaning (Nov-04)
 - b. SSPC-SP 2 - Hand Tool Cleaning (Nov-04)
 - c. SSPC-SP 3 - Power Tool Cleaning (Nov-04)
 - d. SSPC-SP 5/NACE No. 1 - White Metal Blast Cleaning (Jan-07)
 - e. SSPC-SP 6/NACE No. 3 - Commercial Blast Cleaning (Jan-07)
 - f. SSPC-SP 7/NACE No. 4 - Brush-Off Blast Cleaning (Jan-07)
 - g. SSPC-SP 8 - Pickling (Nov-04)
 - h. SSPC-SP 10/NACE No. 2 - Near-White Metal Blast Cleaning (Jan-07)
 - i. SSPC-SP 11 - Power Tool Cleaning to Bare Metal (July-12)
 - j. SSPC-SP 14/NACE No. 8 - Industrial Blast Cleaning (Jan-07)
 - k. SSPC-SP 15 - Commercial Grade Power-Tool Cleaning (July-12)
SSPC-SP 16 - Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals (Apr-10)
- G. **Touch-up:** Touch-up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.
- H. **Galvanized Surfaces:** Clean free of oil and surface contaminants with non-petroleum based solvent. Comply with best practices specified in ASTM D6386 - 10 "Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting."
- I. **Wood:** Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
1. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
 2. When transparent finish is required, use spar varnish for backpriming.
 3. Exterior Wood Substrates:
 - a. Scrape and clean knots, and apply coat of knot sealer before applying primer.

- b. Prime edges, ends, faces, undersides, and backsides of wood.
 - 1) For solid hide stained wood, stain edges and ends after priming.
 - 2) For varnish-coated stained wood, stain edges and ends and prime with varnish. Prime undersides and backsides with varnish.
- c. Countersink steel nails, if used, and fill with putty or plastic wood filler tinted to final color. Sand smooth when dried.
- 4. Interior Wood Substrates:
 - a. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - b. Apply wood filler paste to open-grain woods, as defined in "MPI Architectural Painting Specification Manual," to produce smooth, glasslike finish.
 - c. Sand surfaces exposed to view and dust off.
 - d. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dry.

J. **Materials Preparation:**

- 1. Mix and prepare painting materials in accordance with manufacturer's directions.
- 2. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- 3. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

3.3 APPLICATION

- A. **General:** Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Paint colors, surface treatments, and finishes, are indicated in "schedules" of the Contract Documents.
 - 2. Provide finish coats which are compatible with prime paints used.
 - 3. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 - 4. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
 - 5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
 - 6. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.
 - 7. Finish doors on tops, bottoms and side edges same as faces, unless otherwise indicated.
 - 8. Sand lightly between each succeeding enamel or varnish coat.
 - 9. Omit first coat (exterior faces) of surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.
- B. **Scheduling Painting:** Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - 1. Re-coat Time: Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

2. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- C. **Mechanical and Electrical Work:** Painting of mechanical and electrical work is limited to those items exposed to mechanical equipment rooms and in occupied spaces.
1. Mechanical items to be painted include, but are not limited to, the following:
 - a. Piping, pipe hangers, and supports.
 - b. Roof mounted mechanical units.
 - c. Ductwork, where exposed in occupied spaces.
 - d. Motor, mechanical equipment, and supports.
 - e. Accessory items.
 2. Electrical items to be painted include, but are not limited to, the following:
 - a. Conduit and fittings.
- D. **Prime Coats:** Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.
1. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. **Pigmented (Opaque) Finishes:** Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- F. **Completed Work:** Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.4 FIELD QUALITY CONTROL

- A. **Owner will engage services of an independent testing laboratory** to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
1. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- B. **If test results show** that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

3.5 CLEAN-UP AND PROTECTION

- A. **Clean-Up:** During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.
1. Upon completion of painting work, clean window glass and other paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

- B. **Protection:** Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
1. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
 2. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.6 INTERIOR PAINT SCHEDULE

- A. **General:** Provide the following paint systems for the various substrates as indicated below or equivalent system from approved manufacturers listed above.

- B. **Metal - Interior Galvanized**

Preparation: Remove all oil and grease from surface per SSPC-SP1. Protect adjacent surfaces from damage. Prepare surface in accordance with commercial blast cleaning SSPC-SP6 with median surface profile of 1.5 to 2.0 mils.

Sherwin-Williams - Latex (100% Acrylic) Systems

1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer B66-310 Series

Finish: Low sheen.

Thickness (Mils per coat): 5 - 10 wet; 2 - 4 dry.

2nd Coat: S-W Pro Industrial Zero VOC Acrylic Semi-Gloss, B66-650 Series

3rd Coat: S-W Pro Industrial Zero VOC Acrylic Semi-Gloss, B66-650 Series

Finish: Semi-Gloss

Thickness (Mils per coat): 6 - 12 wet; 2.5 - 4 dry.

- C. **Metal - Interior Structural Steel - Columns, Joists, Trusses, Beams - Misc. & Ornamental Iron, Doors, Door Frames, Non-Galvanized Metal**

Preparation: Remove all oil and grease from surface per SSPC-SP1. Protect adjacent surfaces from damage. Prepare surface in accordance with commercial blast cleaning SSPC-SP6 with median surface profile of 1.5 to 2.0 mils.

Sherwin-Williams - Latex (100% Acrylic) Systems

1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer B66-310 Series

Finish: Low sheen.

Thickness (Mils per coat): 5 - 10 wet; 2 - 4 dry.

2nd Coat: S-W Pro Industrial Zero VOC Acrylic Gloss, B66-600 Series

3rd Coat: S-W Pro Industrial Zero VOC Acrylic Gloss, B66-600 Series

Finish: Gloss

Thickness (Mils per coat): 6 - 12 wet; 2.5 - 4 dry.

D. **Gypsum Board** - Walls, Ceilings, Gypsum Board, etc.

Preparation: Fill cracks and holes with patching paste/spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust. Finish exposed gypsum surfaces to Level 5 finish.

Sherwin-Williams - Vinyl Acrylic Systems

1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W02600 Series – use “P”-shade primer.

Finish: Flat

Sheen (at 85 degrees): 0 - 5 units.

Thickness: (Mils per coat) 4 wet; 1.5 dry.

2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series

3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series

Finish: Eggshell

Sheen (at 60 degrees): 5+ units

Thickness (Mils per coat): 4 wet; 1.7 dry.

E. **Gypsum Board** - Interior Epoxy System - Walls, Ceilings, Gypsum Board, etc.

Preparation: Fill cracks and holes with patching paste/spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust. Finish exposed gypsum surfaces to Level 5 finish.

Sherwin-Williams - Epoxy System (Water Base) with Vinyl Acrylic Primer

1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W02600 Series – use “P”-shade primer.

Finish: Flat

Sheen (at 85 degrees): 0 - 5 units

Thickness (Mils per coat): 4 wet; 1.5 dry.

2nd Coat: S-W Pro Industrial Zero VOC Water-Based Epoxy Eg-Shel, B73-300 series

3rd Coat: S-W Pro Industrial Zero VOC Water-Based Epoxy Eg-Shel, B73-300 series

Finish: Eggshell (Verify with Architect and Owner)

Sheen (at 85 degrees): 15 – 25 + units.

Thickness (Mils per coat): 5 - 12 wet; 2 – 4.9 dry.

F. **Gypsum Board** - Interior behind Wall Panels, Casework etc.

Preparation: Fill cracks and holes with patching paste/spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust. Finish exposed gypsum surfaces to Level 5 finish.

Sherwin-Williams - Vinyl Acrylic

1st Coat: S-W ProMar 200 Zero VOC Interior Latex Wall Primer, B28W2600 Series.

Finish: Flat

Sheen (at 85 degrees): 0 - 5 units

Thickness (Mils per coat): 4 wet; 1.5 dry.

G. Woodwork - Stained & Varnished - Clear Finish

Preparation: Wood must be dry and cleaned of dirt, grease, wax, polish, marks, and old finishes. Sand wood to a smooth surface using 100-120 grit paper. Remove sanding dust with a vacuum or tack cloth. New wood must be stored inside for a minimum of 24 hours prior to staining.

Open Grained Wood

1st Coat: S-W WoodClassics 250 g/L Stain, A49W800 Series
2nd Coat: S-W SHERWOOD Natural Filler, D70T1
3rd Coat: S-W Minwax WB Polyurethane, <275 g/L VOC
4th Coat: S-W Minwax WB Polyurethane, <275 g/L VOC
Finish: Satin or gloss, as selected by Architect.

Closed Grain Wood

1st Coat: S-W WoodClassics 250g/L Stain, A49W800 Series
2nd Coat: S-W Minwax WB Polyurethane, <275 g/L VOC
3rd Coat: S-W Minwax WB Polyurethane, <275 g/L VOC
Finish: Satin or gloss, as selected by Architect.

H. Woodwork - Natural - Clear Finish

Preparation: Wood must be dry and cleaned of dirt, grease, wax, polish, marks, and old finishes. Sand wood to a smooth surface using 100-120 grit paper. Remove sanding dust with a vacuum or tack cloth. New wood must be stored inside for a minimum of 24 hours prior to staining.

Open Grained Wood

1st Coat: S-W SHERWOOD Natural Filler, D70T1
2nd Coat: S-W Minwax WB Polyurethane, <275 g/L VOC
3rd Coat: S-W Minwax WB Polyurethane, <275 g/L VOC
Finish: Satin or gloss, as selected by Architect.

Closed Grain Wood

1st Coat: S-W Minwax WB Polyurethane, <275 g/L VOC
2nd Coat: S-W Minwax WB Polyurethane, <275 g/L VOC
Finish: Satin or gloss, as selected by Architect.

I. Woodwork - Painted

Preparation: Wood must be dry and cleaned of dirt, grease, wax, polish, marks, and old finishes. Sand wood to a smooth surface using 100-120 grit paper. Remove sanding dust with a vacuum or tack cloth. New wood must be stored inside for a minimum of 24 hours prior to staining.

Sherwin-Williams Latex Systems - Semi-Gloss

1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 Series.
2nd Coat: S-W ProMar 200 Zero VOC Semi-Gloss B31-2600 series
3rd Coat: S-W ProMar 200 Zero VOC Semi-Gloss B31-2600 series

Thickness (Mils per coat): 4 wet; 1.6 dry

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Sherwin Williams Contractor Job Tracking Form

To be included in Contractor Bid Package

Instructions for Contractor:

- Please complete this form with as much information as available
- If you have an assigned Sherwin Williams Sales Representative or a Home store that services, your account please contact them directly with this form
- If you do not have a Sherwin Williams assigned account manager, please email this form to Michael.J.Koncilja@Sherwin.com
- This form must be forwarded to Sherwin Williams prior to the start of any Capital Expenditure Project
- A job account must be assigned for every project

Instructions for Sherwin Williams Employees:

- Upon receiving this form please open a job account for the paint contractor
- The job account must read as follows: Intermountain Healthcare/Name of City/ Project Name
- A job account is strictly required for all IHC related projects
- Upon opening an IHC job account, an email containing the 9 digit job account number is to be sent to Michael.J.Koncilja@Sherwin.com for tracking purposes
- A request for this project to be linked to Parent #5540 will be communicated
- All Purchases associated with said project are to be made on this job account only

Project Tracking Form

Name of Contractor: _____

Sherwin Williams Account number (Existing): _____

IHC Job Account number (To be assigned): _____

Name and Address of IHC related

Project: _____

Name/Store of Sherwin Williams

Contact: _____

Estimated Materials Needed: _____

Estimated Project Start Date: _____

Additional Comments/Needs of Contractor: (I.E renderings needed,
drawdowns required, Special environmental
restrictions.) _____

DIVISION 10 – SPECIALTIES

Section 10 2613

Corner Guards

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SECTION 10 2613

CORNER GUARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. **This Section includes** the following types of protection guards:
 - 1. PVC corner guards.
- B. **Related Sections:**
 - 1. **“Key-Finish”** on Drawings for colors and patterns.

1.3 SUBMITTALS

- A. **Product Data:** Product data for each type of wall and corner guard specified, including details of construction relative to materials, dimensions of individual components, profiles, and finishes.
- B. **Drawings:** Shop drawings detailing fabrication and installation of wall and corner guards. Include plans, elevations, and large-scale details showing layout and types required. Show anchorages and accessory items.
- C. **Samples:** For verification of colors, patterns, and surface texture.
 - 1. 12 inch long samples of each type of wall and corner guard required. Include examples of joinery, corners, and field splices.

1.4 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A firm experienced in manufacturing wall and corner guards similar to that indicated for this Project and that has a record of successful in-service performance.
- B. **Design Criteria:** Drawings indicate sizes, profiles, and dimensional requirements of the various items of wall and corner guards and are based on the specific types and models indicated. Similar equipment by other manufacturers may be considered, provided deviations in dimensions and profiles are minor and do not change the design concept as judged by the Architect. The burden of proof of equality is on the proposer.

PART 2 - PRODUCTS

2.1 PVC WALL PROTECTION

- A. **Basis of Design:** Contract Documents are based on products specified below to establish a standard of quality. Other available manufacturers offering products with equivalent characteristics may be considered, provided deviations are minor and design concept as expressed in the Contract Documents is not changed, as judged by the Architect.
1. Manufacturer: Inpro Corporation.
 2. Products: As noted on Key-Finish; "G2- BioBlend" plastic material.
 - a. Colors and textures as indicated on Key-Finish on Drawings.
- B. **Available Manufacturers:** Subject to compliance with requirements of Contract Documents, manufacturers, in addition of the Basis of Design, offering products that may be incorporated in the Work include, but are not limited to, the following:
1. Construction Specialties.
 2. Koroseal Interior Products, LLC.
 3. Pawling Corporation; Standard Products Division.
- C. **Rigid Plastic Material:** Extruded, textured, chemical- and stain-resistant, high-impact, blend of PETG and biopolymer, thickness as indicated. Comply with specified requirements of ASTM D 256 for impact resistance and ASTM E 84 for flame spread and smoke developed characteristics.
1. Colors and Textures of Plastic Material: Provide extruded plastic material that matches selections made by the Architect from the manufacturer's full range of standard colors and textures.
 2. Thickness: 0.080 inch (at corner/wall end guards).
 3. Texture: As selected by Architect from manufacturer's full range
- D. **Corner Guards:**
1. CG1: 90-degree surface mounted corner guard with 1-1/2-inch legs.
 - a. Attachment: Factory applied double-faced foam tape.
 2. CG2/CG3: #G2-160F Flush mount; 3 x 3 inch, 90 degree; with 0.070 inch 6063-T5 mill finish aluminum retainer. Provide with caps for open ends.
 3. CG4: #G2-140D, 2 inch returns; fitting a frame wall end; snap-on cover of 0.080 inch thickness; with 0.070 inch 6063-T5 mill finish aluminum retainer.
- E. **Wall Protection (WP1):** Palladium G2 Sheet; 0.040 inch thick; furnish with trim pieces to match existing installation and as directed by Architect.

PART 3 - EXECUTION

3.1 PREPARATION

- A. **General:** Coordinate installation of wall and corner guards indicated to be attached to concrete or masonry, and furnish anchoring devices with templates, diagrams, and instructions for their installation.
1. Coordinate delivery of anchoring devices to Project site to avoid delaying progress.

3.2 INSTALLATION

- A. **General:** Comply with manufacturer's detailed instructions for installing wall and corner guards.

- B. **Wall/Corner Guards:** Install wall surface protection units plumb, level, and true to line without distortions.
1. Do not use materials with chips, cracks, voids, stains, or other defects that might be visible in the finished work.
 2. Install guards above wall base; guards shall extend from top of base to height shown on Drawings.
 3. For flush mount corner guards, install in accordance with manufacturer's written instructions; cover mounting flange with drywall joint compound and paint to match wall. Snap vinyl cover on retainer when joint work has been completed.

3.3 ADJUST AND CLEAN

- A. After installation, restore marred, abraded surfaces to the original condition.

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DIVISIONS 11 thru 48

Not Used

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