DOCUMENT 01 73 29

CUTTING AND PATCHING

1. – GENERAL
   1. RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

* + 1. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
    2. Special Conditions;
    3. Hazardous Materials Procedures and Requirements;
    4. Hazardous Materials Certification;
    5. Lead-Based Paint Certification;
    6. Imported Materials Certification.
  1. CUTTING AND PATCHING:
     1. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
        1. Make several parts fit together properly.
        2. Uncover portions of Work to provide for installation of ill-timed Work.
        3. Remove and replace defective Work.
        4. Remove and replace Work not conforming to requirements of Contract Documents.
        5. Remove Samples of installed Work as specified for testing.
        6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
        7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
     2. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
     3. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.
  2. SUBMITTALS:
     1. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
        1. The work of the District or other trades.
        2. Structural value or integrity of any element of Project.
        3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
        4. Efficiency, operational life, maintenance or safety of operational elements.
        5. Visual qualities of sight-exposed elements.
     2. Contractor's Request shall also include:
        1. Identification of Project.
        2. Description of affected Work.
        3. Necessity for cutting, alteration, or excavations.
        4. Effects of Work on District, other trades, or structural or weatherproof integrity of Project.
        5. Description of proposed Work:
           1. Scope of cutting, patching, alteration, or excavation.
           2. Trades that will execute Work.
           3. Products proposed to be used.
           4. Extent of refinishing to be done.
        6. Alternates to cutting and patching.
        7. Cost proposal, when applicable.
        8. The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
        9. Written permission of District or other District contractor(s) whose work will be affected.
  3. QUALITY ASSURANCE:
     1. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
     2. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.
  4. PAYMENT FOR COSTS:
     1. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
     2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

1. - PRODUCTS
   1. MATERIALS:
      1. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
      2. Materials to be cut and patched include those damaged by the performance of the Work.
2. – EXECUTION
   1. INSPECTION:
      1. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.
      2. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.
   2. PREPARATION:
      1. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
      2. Contractor shall provide devices and methods to protect other portions of Project from damage.
      3. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.
   3. ERECTION, INSTALLATION AND APPLICATION:
      1. With respect to performance, Contractor shall:
         1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
         2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
         3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
      2. Contractor shall employ original installer or fabricator to perform cutting and patching for:
         1. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
         2. Sight-exposed finished surfaces.
      3. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
      4. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
      5. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
      6. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT