#### DIVISION 00- PROCEDURAL & CONTRACTING REQUIREMENTS

# SECTION 00 11 13 ADVERTISEMENT FOR BIDS

DATE: September 17<sup>th</sup>, 2024

PROJECT: Village of Roscoe Bridge Street Lot

LOCATION: 5466 Bridge Street

Roscoe, Illinois 61073

OWNER: Village of Roscoe

10631 Main St. Roscoe, IL 61073

ARCHITECT: Place Foundry Design, PLLC.

728 N. Prospect #101. Rockford, Illinois 61107

(815) 871-1231

www.theplacefoundry.com

SCOPE: Bids shall be submitted for a single contract for all Work.

DATE DUE: Sealed bids will be received until 11:00 am, Thursday, October 3, 2024

at Village of Roscoe, 10631 Main St. Roscoe, IL 61073 and will be

publicly opened and read aloud at that time.

PRE-BID MEETING: TBD

PRE-BID SITE VISIT: Contractors are required to survey the existing conditions prior to

bidding.

RFI & CLARIFICATIONS RFI's are due to the Architect in writing, no later than 10:00 am,

Thursday, September 26th, 2024.

ACCESS TO BIDDING

**DOCUMENTS** 

Bidding Documents may be secured from the provided link:

https://www.dropbox.com/scl/fo/z742pwwdmvk1nti7uurms/AKFsQY5mE6Lni6j 1GBN4TM?rlkey=rv2juwnbut15sfbjwmrbkwcp6&st=ehqegvis

&dl=0

BID FORM: Bids shall be submitted in duplicate on forms included in ITB (Invitation

to Bid) by the Architect.

PERFORMANCE BOND: A performance and payment bond for the full amount of the Contract

will be required of the successful bidder. All costs associated with the

bond shall be included in the bid amount.

BID SECURITY:

Bids shall be accompanied by a Bid Security of at least 5% of the total amount of the base bid and all additive alternate bids. This may be in the form of a certified check, cashier's check, bank draft, or bid bond, payable to the Owner as a guarantee that the bidder will enter into a contract with the Owner and will furnish the proper performance and payment bond within the time limited by the Owner. If the successful bidder so files the contract and performance and payment bond, upon the execution of the contract by the Owner, the Bid Security will be returned to all bidders. If he/she fails to file such contract and performance and payment bond the amount of the Bid Security will be forfeited to the Owner as liquidated damages.

WAGE RULES:

The general prevailing rate of wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract will adhere to all Federal Laws and Laws of the State, and to all local ordinances and regulations applicable to the work hereunder, and having force of law.

RIGHTS RESERVED BY OWNER: The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner.

WITHDRAWAL OF BIDS:

No bid may be withdrawn for a period of sixty (60) days after the opening of bids without written consent of the Owner.

TENTATIVE SCHEDULE

Award of Contract: Tuesday -October 8th, 2024 Substantial Completion: Friday – November 22nd, 2024

# DIVISION 00- PROCEDURAL & CONTRACTING REQUIREMENTS

# **SECTION 002213**

# SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

#### 1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
  - 1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
  - 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

# 1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.
- B. The laws of Illinois shall govern the solicitation and award of the Contract.

#### 1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add Section 2.1.3.1:
  - 1. 2.1.3.1 The Owner will obtain the building permit.
  - 2. 2.1.3.2 All prospective Contractors are required to inspect the premises in order to determine the conditions under which the Work will be bid and performed.
  - 3. 2.1.3.3 During the Bidding Period, the building will be available to Bidders' inspection during weekday daytime hours, upon request to Owner. Contact Josef Kurlinkus at 815-623-2829 ext. 108 to schedule a site visit.

# 1.4 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.2 Interpretation or Correction of Procurement and Contracting Documents:
  - 1. Add Section 3.2.2.1.
    - a. 3.2.2.1 Submit Bidder's Requests for Interpretation via email to the Architect janderson@theplacefoundry.com.

#### B. 3.4 - Addenda:

- 1. Delete Section 3.4.3 and replace with the following.
  - a. 3.4.3 Addenda may be issued at any time prior to the receipt of bids.
- 2. Add Section 3.4.4.1:
  - a. 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

- 3.4.4.1.1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
- 2) 3.4.4.1.2 Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

#### 1.5 ARTICLE 4 - BIDDING PROCEDURES

## A. 4.1 - Preparation of Bids:

#### 1. Add Section 4.1.1.1:

a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Architect.

#### 2. Add Section 4.1.8:

a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

#### 3. Add Section 4.1.9:

a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

# 4. Add Section 4.1.10:

a. 4.1.10 - Bids shall not include sales tax on materials used for the project.

### B. 4.2 - Bid Security

1. Add Section 4.2.4: Bid Security in the amount of 5% of the sum of the Base Bid and all add alternates that can apply shall be submitted with the Bid in the form of a certified check, cashier's check, bank draft, or bid bond from a bonding company with a Best rating of "B" or better, payable to the Owner.

# C. 4.3 - Submission of Bids:

- 1. Add the following Sections to 4.3.1:
  - a. 4.3.1.2 All Bids shall be submitted in a sealed envelope boldly labeled with the words "SEALED BID ENCLOSED FOR FULTON DRIVES BUILDING, FULTON HISTORICAL SOCIETY.
  - b. 4.3.1.3 Bids received before the time set for receipt of Bids will be securely kept unopened. No responsibility will attach to the Owner or the Architect for premature opening of a Bid not properly identified.
  - c. 4.3.1.4 The Owner will decide when the specified time for receipt and opening of Bids has arrived.

# D. 4.4 - Modification or Withdrawal of Bids:

1. Add the following sections to 4.4.2:

- a. 4.4.2.1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
- b. 4.4.2.2 Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid

## 1.6 ARTICLE 5 - CONSIDERATION OF BIDS

# A. 5.2 - Rejection of Bids:

#### 1. Add Section 5.2.1:

a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

# B. 5.3 - Acceptance of Bid (Award):

- 1. Add the following Sections to 5.3.1:
  - a. 5.3.1.1 The Contract will be awarded to the lowest qualified bidder complying with the conditions of the Bidding Documents, provided that the lowest bid submitted is reasonable and that it is to the interest of the Owner to accept it.
  - b. 5.3.1.2 The project is scheduled to award a contract on Tuesday October 8th, 2024 and intends to notify the bidder to whom the award is to be made at the earliest possible date.
    - 5.3.1.2.3 Work may be started on Monday October 14th, 2024 and shall be substantially completed, and ready for Owner's unrestricted use, by 5:00 p.m., Friday November 22nd, 2024

- c. 5.3.1.3 Negligence on the part of the Bidder in preparing his Bid shall confer no right of withdrawal or modification of his Bid after the Bid has been opened.
- d. 5.3.1.4 Bidders may be required to cooperate with the Owner and Architect by providing a detailed breakdown of prices bid in order to show, in the manner and form required by the Architect, the division of costs between the several divisions of the Work.
- e. 5.3.1.5 In case of a discrepancy between the prices quoted in words and those quoted in numbers, the prices quoted in words shall govern.

# 1.7 ARTICLE 6 - POSTBID INFORMATION:

- A. 6.1 Contractor's Qualification Statement:
  - 1. Add the following Sections to 6.1:
    - a. 6.1.1 Submit Contractor's Qualification Statement, only if requested by Architect, no later than three business days following Architect's request.
    - b. 6.1.2 Bidders shall submit, upon Architect's request, a completed AIA Document A305, "Contractor's Qualification Statement
    - c. 6.1.3 The Owner may make such further investigations of bidders as he deems necessary to determine the ability of a bidder to perform the work, and such bidder shall furnish to the Owner all such data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated.

#### 1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

- A. 7.1 Bond Requirements:
  - 1. Add Section 7.1.1.1:
    - a. 7.1.1.1 Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.
- B. 7.2 Time of Delivery and Form of Bonds:
  - 1. Delete the first sentence of Section 7.2.1 and insert the following:
    - a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
  - 2. Delete Section 7.2.3 and insert the following:
    - a. 7.2.3 Bonds shall be executed and be in force on the date of the execution of the Contract.

# 1.9 ARTICLE 9 - EXECUTION OF CONTRACT

#### A. Add Article 9:

- 1. 9.1.1 Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.
- 2. 9.1.2 Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
- 3. 9.1.3 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
- 4. 9.1.4 In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or readvertise for bids.

#### **END OF DOCUMENT 002213**

# **BID FORM**

BIDS SUBMITTED BY _				
		Date		
the Bidding Documents, Instructions to Bidders, thereto, as prepared by I 61107, hereby agrees to	become familiar with the locincluding Advertisement for General Conditions, Drawin Place Foundry Design, PLLC furnish all labor, material anase I for Fulton Historical Society	al conditions affecting conditions affecting conditions to Bidgs and Specifications, and Specifications, and Specifications, and Specifications, and Specifications and Specifications and Specifications and Specifications and Specifications and Specifications affecting conditions affect af	ost of work and with ders, Supplementary and Addenda issued 1, Rockford, Illinois do the Fulton Drives	
BASE BID: The undersi	gned agrees to do all the Site	Development Work requ	aired for the sum of:	
DOLLARS (\$		).		
	for an ADD/DEDUCT to the			
	BELED INCORRECTLY – N			
BASE BID		_ DOLLARS (\$	).	
SUBCONTRACTORS				
•	arded the Contract, the below the Work. (Bidder may sub- ids are due).		¥ •	
<u>SUBCONTRACT</u>	SUBC	SUBCONTRACTOR'S NAME		
Electrical Work				
Site Work Work				
Concrete Work				
ADDENDA RECEIVEI	<u>)</u>			
The undersigned acknowledge ac	ledges receipt of Addenda	to inclusive.		
BID SECURITY (Ridder must indicate wh	ich of the following is enclose	pd)		
CERTIFIED CHECK	, ,	,	BID BOND	
CLRIII ILD CIIICR	CASITLE 5 CILCR	DAME DIVAL I	מאסם מום	

# **SITE INSPECTION** The existing premises and conditions were checked by an on-site inspection on: (date) \_\_\_\_\_ CRIMINAL BACKGROUND CHECK Bidder must indicate by checking the yes box that they understand the criminal background check with the requirements and will comply. YES COMMENCEMENT AND COMPLETION OF CONTRACT The undersigned agrees, if awarded the Contract, to commence the contract work within three (3) days of receipt of Order to Proceed and to complete the Work within the time specified in the Contract Documents. The undersigned further agrees to execute the Contract, furnish satisfactory performance and payment bond as well as insurance coverage, in strict accordance with the Contract Documents prepared by Place Foundry Design PLLC; 728 N. Prospect #101., Rockford, IL 61107. Printed or Typed Name of Contractor By: \_\_\_\_\_ President *Date:* \_\_\_\_\_ Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_\_, 2024.

NOTE: ALL ENTRIES MUST BE IN INK.

Notary Public

#### **DIVISION 01 – GENERAL REQUIREMENTS**

# SECTION 011000 SUMMARY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

#### A. Section Includes:

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

# B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Village of Roscoe Bridge Street Lot, 5466 Bridge St, Roscoe, IL 61073
- B. Owner: Village of Roscoe10631 Main St.Roscoe, IL 61073
- C. Architect: Place Foundry Design, PLLC.., 728 N. Prospect #101., Rockford, IL 61107.

## 1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of Site Work, Curb/Gutter and Asphalt for Parking, Canopy Structure, Electrical, Pedestrian Patio, Site furnishings, etc.

B. Contractor is responsible for construction means, methods and sequencing. Architect will not have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Work, as these are solely within the responsibility of the Contractor. Architect shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

#### 1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
  - 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

# 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Normal business working hours will be 7:00 a.m. to 3:30 p.m., Monday through Friday. However, Contractor can work weekends and nights with prior notification to the Owner.

#### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

- 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
- 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

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

### 1.4 PROCEDURES

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

# PART 2 - EXECUTION

# 2.1 SCHEDULE OF ALTERNATES

# A. <u>ALTERNATE BID #1</u>:

NO ALTERNATES AT THIS TIME

<u>CIVIL DRAWINGS LABELED INCORRECTLY – NO ALT. BID – EXPANDED PATIO IS BASE BID</u>

#### **DIVISION 01 – GENERAL REQUIREMENTS**

# SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

## 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Provide on Contractor's letterhead.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

# 1.5 QUALITY ASSURANCE

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

#### 1.6 PROCEDURES

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

#### **PART 2 - PRODUCTS**

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

#### **DIVISION 01 – GENERAL REQUIREMENTS**

# SECTION 012600 CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.3 MINOR CHANGES IN THE WORK

A. Architect will issue through Owner supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

### 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. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
- B. Contractor is allowed to mark up subcontractor's cost by 5%.
- C. Contractor and Subcontractor is allowed to mark up self-performed work by 10%.
- D. Credit or deductive changes, Contractor and Subcontractor is allowed to retain 3%

### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Work Change Directive: Architect may issue a Construction Work Change Directive on AIA Document G714 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 & PART 3 - EXECUTION (Not Used)

# **DIVISION 01 – GENERAL REQUIREMENTS**

# SECTION 012900 PAYMENT PROCEDURES

#### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

# B. Related Requirements:

1. Section 012600 "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. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

- 1. 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 schedule of values consistent with format of AIA Document G703.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
- 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. If required, include evidence of insurance.
- 6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 7. 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. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 10<sup>th</sup> of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect and/or Project Manager 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.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect or Program Manager 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.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Submittal schedule (preliminary if not final).
  - 5. List of Contractor's staff assignments.
  - 6. List of Contractor's principal consultants.
  - 7. Copies of building permits.
  - 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 9. Initial progress report.
  - 10. Certificates of insurance and insurance policies.
  - 11. Performance and payment bonds.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707-1994, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS & PART 3 – EXECUTION (Not Used)

# PROJECT MANAGEMENT & COORDINATION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.

# B. Related Requirements:

1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

# 1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.5 GENERAL COORDINATION PROCEDURES

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

- 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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.
  - 8. Startup and adjustment of systems.

#### 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

# 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.

- 4. Name of Contractor.
- 5. Name of Architect.
- 6. RFI number, numbered sequentially.
- 7. RFI subject.
- 8. Specification Section number and title and related paragraphs, as appropriate.
- 9. Drawing number and detail references, as appropriate.
- 10. Field dimensions and conditions, as appropriate.
- 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 12. Contractor's signature.
- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect and will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

#### 1.8 PROJECT MEETINGS

- A. General Contractor: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.

- 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing and long-lead items.
  - d. Designation of key personnel and their duties.
  - e. Lines of communications.
  - f. Procedures for processing field decisions and Change Orders.
  - g. Procedures for RFIs.
  - h. Procedures for testing and inspecting.
  - i. Procedures for processing Applications for Payment.
  - j. Distribution of the Contract Documents.
  - k. Submittal procedures.
  - 1. Preparation of record documents.
  - m. Use of the premises and existing building.
  - n. Work restrictions.
  - o. Working hours.
  - p. Owner's occupancy requirements.
  - q. Responsibility for temporary facilities and controls.
  - r. Procedures for moisture and mold control.
  - s. Procedures for disruptions and shutdowns.
  - t. Construction waste management and recycling.
  - u. Parking availability.
  - v. Office, work, and storage areas.
  - w. Equipment deliveries and priorities.
  - x. First aid.
  - y. Security.
  - z. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: General Contractor to conduct progress meetings at weekly intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to

ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS & PART 3 – EXECUTION (Not Used)

#### **DIVISION 01 – GENERAL REQUIREMENTS**

# SECTION 013300 SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

# B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
- 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

# 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

# 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

- 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
  - a. Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 5 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - 1. Other necessary identification.
  - 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
    - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

- 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
  - a. Transmittal Form for Paper Submittals: Use Architect approved form.
  - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect.
    - 6) Name of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Specification Section number and title.
    - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number, numbered consecutively.
    - 16) Submittal and transmittal distribution record.
    - 17) Remarks.
    - 18) Signature of transmitter.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

#### PART 2 - PRODUCTS

#### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
  - 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.

- 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Submit Product Data in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).

- 3. Submit Shop Drawings in the following format:
  - a. PDF electronic file.
  - b. Two opaque (bond) copies of each submittal. Architect will return one copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Submit product schedule in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of product schedule or list unless otherwise indicated. Architect will return two copies.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- K. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- N. Schedule of Test and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements".
- O. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

#### **PART 3 - EXECUTION**

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Contractor's Review Stamp: review each submittal with a uniform, review stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's review stamp and will return them without action.
- B. Action Submittals: Architect's review is performed to determine general conformance with the design concept set forth in the Contract Documents. Review does not relieve Contractor of sole responsibility for means, methods, sequencing, scheduling of work, verification of quantities and dimensions or the performance of the work in a safe manner. No comments on the shop drawings will relieve the Contractor from performing the work in a manner consistent with the Contract Documents. Architect's review will indicate action mark as follows:
  - 1. Reviewed.
  - 2. Note Comments.
  - 3. Rejected.
  - 4. Not reviewed/Outside scope of Services.
  - 5. Resubmit After Required General Contractor Review.
  - 6. Revise.
  - 7. Resubmit.
- C. Subcontractors are not to use shop drawings and submittals to ask questions or request information. All questions must be asked through the RFI.
- D. Architect is not responsible for correcting errors in the shop drawings or submittals.
- E. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- F. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- G. Submittals not required by the Contract Documents may be returned by the Architect without action.

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

## 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in the following list:
  - 1. AA Aluminum Association (The).
  - 2. AIA American Institute of Architects (The); www.aia.org.
  - 3. AISC American Institute of Steel Construction; <a href="www.aisc.org">www.aisc.org</a>.
  - 4. AISI American Iron and Steel Institute; www.steel.org.
  - 5. ANSI American National Standards Institute; www.ansi.org.
  - 6. ASTM ASTM International; <u>www.astm.org</u>.
  - 7. AWPA American Wood Protection Association; <u>www.awpa.com</u>.
  - 8. CSI Construction Specifications Institute (The); <u>www.csinet.org</u>.
  - 9. GANA Glass Association of North America; <u>www.glasswebsite.com</u>.
  - 10. ICBO International Conference of Building Officials; (See ICC).
  - 11. ICC International Code Council; www.iccsafe.org.
  - 12. IGMA Insulating Glass Manufacturers Alliance; www.igmaonline.org.
  - 13. NFPA National Fire Protection Association; www.nfpa.org.
  - 14. NFPA NFPA International; (See NFPA).
  - 15. NFRC National Fenestration Rating Council; www.nfrc.org.
  - 16. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
  - 17. SPIB Southern Pine Inspection Bureau; <u>www.spib.org</u>.
  - 18. UL Underwriters Laboratories Inc.; www.ul.com.
  - 19. WCMA Window Covering Manufacturers Association; www.wcmanet.org.
  - 20. WDMA Window & Door Manufacturers Association; www.wdma.com.
- B. WWPA Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
  - 1. ICC International Code Council; www.iccsafe.org.
  - 2. ICC-ES ICC Evaluation Service, LLC; www.icc-es.org.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

- 1. CPSC Consumer Product Safety Commission; www.cpsc.gov.
- 2. DOC Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
- 3. DOE Department of Energy; www.energy.gov.
- 4. EPA Environmental Protection Agency; www.epa.gov.
- 5. FG Federal Government Publications; www.gpo.gov.
- 6. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
- 7. OSHA Occupational Safety & Health Administration; www.osha.gov.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. FED-STD Federal Standard; (See FS).

PART 2 - PRODUCTS & PART 3 – EXECUTION (Not Used)

#### **DIVISION 01 – GENERAL REQUIREMENTS**

## SECTION 015000 TEMPORARY FACILITIES & CONTROLS

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

## B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

## 1.3 USE CHARGES

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

## 1.4 INFORMATIONAL SUBMITTALS

- A. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

A. Contractor's personnel may use Owner designated existing toilet facilities.

## 2.2 TEMPORARY FACILITIES

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

## 2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

#### PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

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

## 3.2 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

## 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

#### **DIVISION 01 – GENERAL REQUIREMENTS**

## SECTION 016000 PRODUCT REQUIREMENTS

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

## B. Related Requirements:

- 1. Section 012500 "Substitution Procedures" for requests for substitutions.
- 2. Section 014200 "References" for applicable industry standards for products specified.

## 1.3 DEFINITIONS

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

## 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 012500 "Substitution Procedure." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

## B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site 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 determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

## C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation
- 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

- 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 6. Protect stored products from damage and liquids from freezing.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:

- 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
- 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

#### 3. Products:

- a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
- b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

## 4. Manufacturers:

- a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
- b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
- 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

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

- 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- 3. Evidence that proposed product provides specified warranty.
- 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
- 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning and final cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.

## B. Related Requirements:

- 1. Section 011000 "Summary" for limits on use of Project site.
- 2. Section 017700 "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 DEFINITIONS

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

## 1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

- 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - a. Refer to Unit Specifications.
- 2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction 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.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

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

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

## 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 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.
- 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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for surface movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages.
- I. 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.

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

## 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, 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 in-place 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. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- E. Cutting: Cut in-place 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. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Proceed with patching after construction operations requiring cutting are complete.
- F. 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 practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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 minimize evidence of patching and refinishing.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

## 3.6 PROGRESS AND FINAL CLEANING

- A. General: Clean Project site and work areas daily, including common areas. 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 waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- 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 in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. 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.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. 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.
- K. Provide final cleaning of all disturbed areas.

## 3.7 STARTING AND ADJUSTING

- A. Confirm proper operation of components. Remove malfunctioning units, replace with new units and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

## 3.8 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.

#### **DIVISION 01 – GENERAL REQUIREMENTS**

# SECTION 017419 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous construction waste.

## 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

## PART 2 - PRODUCTS (Not Used)

#### **PART 3 - EXECUTION**

## 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

## 3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

## **DIVISION 01 – GENERAL REQUIREMENTS**

## SECTION 017700 CLOSEOUT PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

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

## B. Related Requirements:

- 1. Section 017300 "Execution" for progress cleaning of Project site.
- 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

## 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
  - 5. Submit test/adjust/balance records.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  - 4. Participate with Owner in conducting inspection and walkthrough.
  - 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 6. Complete final cleaning requirements, including touchup painting.
  - 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. 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.

## 1.7 FINAL COMPLETION PROCEDURES

- A. Preliminary procedures: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect, will return annotated file.
    - b. Three paper copies. Architect will return two copies.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: 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, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

## 1.10 ELECTRONIC CLOSEOUT DOCUMENTATION

- A. General: Provide a complete project Closeout Documentation Package in electronic format. This package shall include:
  - 1. Project Record Documents.
  - 2. Approved submittals.
  - 3. Operation and Maintenance Manuals.
  - 4. Warranties.
  - 5. Project Contact Directory.

#### PART 2 - PRODUCTS

## 2.1 MATERIALS

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

## PART 3 - EXECUTION

## 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers for final cleaning. Clean each surface or unit to condition expected in an average commercial cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces.
    - e. Remove debris and surface dust from limited access spaces.

- f. Remove labels that are not permanent.
- g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

## 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.