

Charter Township of Shelby
Service Counter Remodel

1.26.2016

2015-010



FRENCH
associates

architects planners interiors

specifications manual specifications manual specifications manual specifications manual specifications manual

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SECTION 00 2500 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUMMARY

- A. The requirements of AIA DOCUMENT A701 – 1997 Edition – INSTRUCTIONS TO BIDDERS, apply to this BID except as modified by the CONTRACT DOCUMENTS. References to the “Instructions to Bidders” hereinafter shall mean the above-titled document.
- B. Read and become familiar with, and cause each subcontractor to become familiar with all of these requirements which apply to and are binding on, all who are parties to, or are performing work under the BID.
- C. Any provisions of the Instructions to Bidders that are modified by the SUPPLEMENTARY INSTRUCTIONS TO BIDDERS are superseded to the extent of the modification only and the unmodified provisions shall remain in effect.

ARTICLE 2 – BIDDER’S REPRESENTATIVES

- A. 2.1, add the following to
 - 2.1.5 Bids shall be based on products indicated in the documents. Bidder’s proposed substitutions shall be detailed and separated from the Base Bid Price Proposal as the Bidder’s Voluntary Alternates. Bidder’s Voluntary Alternates WILL NOT form the Bidder’s Base Bid Proposal Price. Provide information on a separate sheet stating cost differences, design differences and technical criteria interfacing with adjacent work.
 - 2.1.6 Fair Employment Practice: The bidder, its sub-bidder and agents shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, sex, color, religion, national origin, age, height, weight or marital status.

ARTICLE 3 – BIDDING DOCUMENTS

- A. 3.1 COPIES, add the following:
 - 3.1.5 Plans are available for reference only during business hours to sub-bidders and suppliers at locations listed in the Bid Documents of the Advertisement for Bids.
- B. 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS, add the following:
 - 3.2.4 Bidders and sub-bidders shall promptly notify the Engineer of any ambiguity, inconsistency, or error discovered in examining the documents or site and location conditions so that the Engineer may issue written clarifications to all bidders. Deadline for addendum response to inquiries is five days prior to the established bid due date. The Engineer may issue Addenda before receipt of bids to modify the documents. In the space provided in the bid form, bidders shall acknowledge receipt of such addenda.
- C. 3.3 SUBSTITUTIONS, add the following:
 - 3.3.5 Substitutions: The bidder shall furnish materials as specified and equipment by specified manufacturers, according to provisions of Specification Section 016000. The Bidder’s submission of voluntary alternatives and substitutions shall NOT FORM the Base Bid Price of the proposal, but are listed therein for consideration by the Owner and Engineer as proposed substitutions. If accepted, base bid price will be adjusted by the amount listed. (Attach additional sheets using bidder letterhead in the event that more space is required.)

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

- A. 4.1 PREPARATION OF BIDS, add the following:
- 4.1.8 Bids shall be submitted in duplicate on forms furnished. The copies shall be enclosed in a sealed opaque envelope marked "Sealed Bid Enclosed". Bid security is required.
- B. 4.2 BID SECURITY, add the following:
- 4.2.4 Bid security shall be for 5% of the bid amount in the form of a certified check or satisfactory bid bond with a surety licensed to do business in the State of Michigan.
- C. 4.3 SUBMISSION OF BIDS, add the following:
- 4.3.5 Sealed bids will be received as noted in the Advertisement for Bids and Bid Form. Bids will be opened publicly and read aloud.
- 4.3.6 Taxes: The bid affirms that payment of applicable federal, state and local taxes are included therein.
- 4.3.7 Unit Prices: Unit prices shall govern authorized changes in the work and shall include all charges for supervision, overhead and profit and shall be applied to new quantities. The percentages stipulated under the "Overhead and Profit" paragraph below shall not be added to the unit prices stipulated under this article. Unit prices shall be used as a basis for determining cost or credit to the Owner, resulting from a change in work, per Article 7 of the Conditions of the Contract.
- D. 4.4 MODIFICATOIN OR WITHDRAWAL OF BID, add the following:
- 4.4.5 After receipt of bids, they shall remain firm for (ninety) 90 calendar days.

ARTICLE 6 – POST-BID INFORMATION

- A. Paragraph 6.3.1, add the following:
- .4 Cost Itemizations: The bidder shall submit reasonably accurate cost itemizations within seventy-two (72) hours after the time for receipt of bids, as required by the Owner. It is understood that cost itemizations will be required for the Owner's information and accounting purposes.
- .5 Proposed Subcontractors: Within forty-eight (48) hours of the due date and the time of receiving of proposals, the apparent low bidder(s) (General Contractor[s]), shall submit to the Engineer, his complete list of sub contractors for the combined work of all trades. The Contractors being considered for the contract award will be notified as soon as possible after the initial review of the proposals. Indicate proposed mechanical and electrical subcontractors on the Form of Proposal.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

- A. 7.1 BOND REQUIREMENTS, add the following to 7.1.1:
- .1 Bonds must be secured with a surety licensed to do business in the State of Michigan.
- B. 7.1 BOND REQUIREMENTS, also add the following:

- 7.1.4 Bonds: Prior to the signing of the contract of which these conditions shall be a part, the general contractor shall furnish performance bonds and labor and material payment bonds in such form as the Owner may require. Such bonds must be with a recognized corporate surety company. The general contractor's bond shall be for the full amount of the contract, including mechanical and electrical trades.
- 7.1.5 The accepted bidder shall be required to provide and pay for a satisfactory Performance Bond and Labor and Materials Payment Bond with a surety licensed to do business in the State of Michigan in the amount of 100% of the contract sum if over \$50,000.
- .1 The Owner may request Performance Bond and Labor and Material Payment Bond for contracts less than \$50,000.00 and in this case, the cost would be reimbursed by the Owner.

END OF SECTION 00 2500

SECTION 00 4000 - FORM OF PROPOSAL

NAME OF BIDDER: _____

We, the undersigned, agree to enter into a contract with the Charter Township of Shelby _____ (here after called the Owner) to provide all labor, material and equipment necessary for the combined work for the project as proposed in accordance with the drawings and specifications prepared by French Associates, Inc.

PROJECT NAME:

Proposal No 1: Service Counter Remodel for the sum of:

_____ Dollars
\$ _____

VOLUNTARY ALTERNATES: The following voluntary alternates are offered by the respective Bidder. The undersigned understands and agrees that the following amounts WILL NOT be included as part of the Base Bid Proposal Price. Voluntary Alternates which may be accepted by the Owner will be added or deducted from the Base Bid Proposal Price upon agreement with the successful Bidder.

1. _____

ADD / DEDUCT: _____ Dollars. \$ _____

2. _____

ADD / DEDUCT: _____ Dollars. \$ _____

TIME OF COMPLETION: We will complete the work covered by the proposal within the number of calendar days indicated in the space below, which includes Saturdays, Sundays, and Holidays and to run consecutively after the date of notice to proceed with work (refer to Division 011000 "Summary", for schedule confines. It is understood that the time of completion will be an important consideration in the awarding of the contract.

Proposal No. 1 _____ days

ADDENDA: In the event that addenda have been received during the bidding covering changes to the drawings and specifications, the bidder shall include the following statement in his proposal:

The work described in the following addenda is included in this proposal:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

SITE VISITATION:

Each contractor is required to visit the site in order to familiarize themselves and confirm the scope of work outlined in the Summary.

Site visited: Yes No Date _____

FAMILIAL RELATIONSHIP DISCLOSURE:

All bidders must provide familial disclosure in compliance with MCL 380.1267 (P.A. 232 of 2004) and attach this information to the bid. The bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of board, chief executive officer of the Charter Township of Shelby. The Owner will not accept a bid that does not include this sworn and notarized disclosure statement.

Attached hereto: Yes No

Acceptance of Proposal: In accepting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to waive irregularities in the bidding process or accept any bid, when in the opinion of the Owner, such action will serve the best interests of the Charter Township of Shelby.

IRAN ECONOMIC SANCTIONS ACT:

Bidders must also comply with Public Act 517 of 2012, an act to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification. The bids shall be accompanied by a sworn and notarized statement certifying compliance with this act. The Owner will not accept a bid that does not include this compliance statement.

Attached hereto: Yes No

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX NO.: _____

BY: _____

TITLE: _____

DATE: _____

WITNESS BY: _____
(Sealed, if bid is by corporation)

FAMILIAL DISCLOSURE STATEMENT

All Bidders must complete the following familial disclosure form in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between the owner or any employee of the bidder and any employee of the Township.

(Name) ___Charter Township of Shelby___ will not accept a Bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

PRINT:

Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____ agent of the said firm _____ and who acknowledged the same to be his free act and deed as such agent.

Notary Public _____ Expiration Date _____

Seal Imprint:

CERTIFICATION OF COMPLIANCE WITH IRAN ECONOMIC SANCTIONS ACT (PA 517 of 2012)

All Bidders must complete this certification form to indicate compliance with Public Act 517 of 2012, an act to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification. This statement must be submitted with the Form of Proposal.

By submitting this sworn and notarized statement with our Form of Proposal, we are certifying to:

(School District / Name) _____
that we are in compliance with Public Act 517 of 2012.

PRINT:
Company Name _____
Street Address _____
City / State / Zip _____
Company Officer _____
Title _____
Officer's Signature _____ Date _____

State of Michigan
_____ (County) _____

(Signature)

Notary Public: _____
(Printed Name)

Subscribed and sworn to before me this _____ (day) of _____ (month) of year 20 ____ .
My commission expires: _____.

Seal Imprint:

END OF SECTION 00 4000

SECTION 00 7500 - SUPPLEMENTARY GENERAL CONDITIONS

SUMMARY

- A. The requirements of AIA DOCUMENT A201 – 2007 Edition – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, apply to this CONTRACT except as modified by the CONTRACT DOCUMENTS. References to the “General Conditions” hereinafter shall mean the above-titled document.
- B. Read and become familiar with, and cause each subcontractor to become familiar with all of these requirements which apply to and are binding on, all who are parties to, or are performing work under the CONTRACT.
- C. Make certain that all subcontractors have access to and are made aware of the provisions of the DIVISION 01 SECTIONS in addition to the trade SECTIONS of the SPECIFICATIONS and other applicable CONTRACT DOCUMENTS.
- D. Any provisions of the General Conditions that are modified by the SUPPLEMENTARY CONDITIONS or the DIVISION 01 SECTIONS are superseded to the extent of the modification only and the unmodified provisions shall remain in effect.

ARTICLE 1 – GENERAL PROVISIONS

- A. 1.1 BASIC DEFINITIONS:
 - 1. Paragraph .1.5 the DRAWINGS: AT THE END OF 1.1.5, add:

The Drawings that are partially diagrammatic shall not be scaled for rough-in measurements nor serve as shop drawings.
 - 2. After Paragraph 1.1.8, add:

1.1.9 FURNISH

Means the procurement or fabrication of materials, equipment, or components, or the performance of services to the extent indicated or specified. Where used with respect to materials, equipment, or components, the term shall include delivery to the Project Site but is not intended to include the installation of the item, either temporary or final.

1.1.10 INSTALL

Means the placement of materials, equipment, or components, including the receiving, unloading, transporting, storage, and installing, and the performance of such testing and finish work as is compatible with the degree of installation specified.

1.1.11 PROJECT SITE

The area where the actual construction takes place and the limited adjacent areas as indicated in the Contract Documents.

1.1.12 PROVIDE

Means to furnish and install, complete and in place, including all accessories, finishes, tests, and services as required to render the item so specified completely ready for use.

B. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

1. To 1.2.3, add:

a. In the case of an inconsistency between the Drawings and the Specifications, the better quality or greater quantity of Work shall be provided unless directed otherwise by the Engineer.

2. Add:

1.2.4 No guarantee of the accuracy of location of existing work, including piping, sewers, wiring, ducts, structural members and the like shown on the Drawings, or shown on reference drawings of the existing building can be given. Nor shall the Architect-Engineer assume any responsibility for the accurate location of such work. The Contractor shall have complete responsibility for the reasonable protection of existing construction whether underground, aboveground, exposed or concealed and whether shown accurately or not shown on the Drawings. The Contractor shall verify the location of all existing construction before proceeding with the Work.

1.2.5 The Documents contemplate a complete project wherein all items and systems are complete within themselves and in proper quantities and all items and systems are connected properly to other items and/or systems as required to make the project complete and without discontinuities.

1.2.6 Where any item may through oversight be omitted from schedules, Drawings or Specifications or for which no symbol or other instruction or other designation is given for identification, such items in the absence of any definite instructions from the Engineer shall be furnished and installed to correspond with adjacent items or similar items for which information is given.

ARTICLE 2 – OWNER

A. 2.1 GENERAL, add:

2.1.3 The term “Owner’s Representative” shall mean the person designated by the OWNER as having authority to act within the rights and responsibilities of the OWNER according to the terms of the Contract Documents.

B. 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

1. To 2.2.3, add:

.1 Property lines (when adjacent to the WORK), location ties, and elevations of all structures to be built under this Contract are shown on the Drawings. Elevations shown for various parts of the Work are taken from an established or assumed bench mark datum, as indicated. In case of conflict therein, notify the Engineer in writing prior to commencing Work.

.2 The Contractor shall avoid damage to or removal of existing benchmarks and monuments wherever possible. If such damage or removal is necessitated by operations of this Contract, the Contractor shall repair damaged items, and where feasible, replace or relocate such items, all at no cost to the owner.

The Contractor shall be held responsible to see that such replaced or repaired topographical items are accurate and correct.

.3 The Contractor shall accurately lay out the Work in conformance with indicated locations. He shall establish temporary benchmarks, stakes, and other markers as may be required for the WORK.

ARTICLE 3 – CONTRACTOR

A. 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

1. To 3.2.2 add:

.1 The Contractor's report to the Engineer regarding discrepancies shall be in writing.

.2 See also the requirement from the Owner regarding Asbestos, under Article 2. B.

2. To 3.2.4 add:

.1 Any work performed by the Contractor or a Subcontractor without a Written Order or Agreement shall be deemed a part of the work required by the Contract. The Contractor or a Subcontractor shall not be entitled to receive any additional compensation for extra work unless the Owner, by its consent in writing, agrees to pay therefore prior to the commencement of the extra work; the price of alterations or extras to be done shall be fixed or agreed to in writing. The Contractor or a Subcontractor cannot make alterations unless an agreement of the Owner and the Engineer to do such work is obtained in writing. If extra work is deemed necessary by the Contractor, or a Subcontractor, immediate notice thereof shall be given to the Owner and the Engineer in writing.

B. 3.4 LABOR AND MATERIALS:

1. To 3.4.1 add:

Make all necessary arrangements for, and provide and maintain temporary construction services referred to in 3.4.1 and described in DIVISION 01 SECTIONS as necessary for the work of all workmen employed on the project, until completion and acceptance of the project by the Owner, or until no longer required. When no longer required, discontinue the service and remove all paraphernalia. Bear all costs, except as otherwise specified under each particular system described.

2. Add:

3.4.4 All materials and workmanship shall be first-class in every respect and, unless otherwise specified, all products shall be new and of the latest design.

Should any disputes arise as to the quality and fitness of workmanship, products or items, the decisions shall rest strictly with the Engineer, and shall be based upon the requirements of the Contract Documents. The Contractor shall, if required by the Engineer, furnish evidence as to kind and quality of materials.

3.4.5 In general, it is the intent of the Specifications to permit the use of products of approved manufacture so long as they are fully consistent, in the opinion of the Engineer, with the quality and performance requirements of the Project. The conditions and procedures governing proposed substitutions are specified in Section 016000.

3.4.6 The provisions of standards and specifications of technical and trade organizations, underwriting agencies and similar groups that are referred to in these SPECIFICATIONS, govern the quality of products and workmanship to the extent referenced. Where products or work is specified to be in conformity with Standard Specifications of well-know or recognized technical and trade organizations, but no tests are specifically stipulated in connection therewith, the Contractor shall, on request, furnish any test or certification required by the Engineer to shown that the proposed products meet with the applicable specifications, all at no cost to the Owner.

3.4.7 Products containing asbestos shall neither be proposed nor used on this Project. However, if the Contractor becomes aware of a product that contains asbestos that was inadvertently specified, the Contractor shall alert the Engineer, in writing, and the Engineer will direct the Contractor on an alternate product. The Contractor will be required to sign a statement that he will only install asbestos free products.

C. 3.7 PERMITS, FEES AND NOTICES, add:

3.7.6 Provide products and execute the work, including tests and inspections, in accordance with Government laws and ordinances and referenced codes and standards compliance with the applicable provisions of the Federal, State and Local current as of the issue date of this Specification, except where requirements of the contract documents modify portions of such governing laws, ordinances, codes and standards.

D. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, TO 3.12.5 add:

Submit shop drawings, product data and samples per Division 01 3300 "Submittal Procedures."

E. 3.15 CLEANING UP, add:

3.15.3 Remove all hazardous substances related to construction work to a state-licensed hazardous substance disposal site using closed and sealed containers. Remove all combustible debris to a state-licensed solid waste disposal site. No burning of debris or rubbish will be permitted at the site. OWNER is responsible for removal and disposal of existing hazardous substances.

F. Add paragraph 3.19 EQUAL OPPURTUNITY as follows:

3.19.1 The Contractor and all Subcontractors shall maintain policies of employment as follows:

.1 Do not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

.2 In all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

A. 4.1 ARCHITECT, add:

4.1.4 The Architect for this Project is French Associates, Inc. The term Architect is synonymous with the term ARCHITECT-ENGINEER (A/E).

ARTICLE 5 – SUBCONTRACTORS

A. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK; to 5.2.1, Add:

.1 The above list shall be submitted within ten days of notice of award of Contract.

.2 The submission of such list shall be construed to mean that the Contractor has solicited bids from, and has selected, subject to approval, qualified, responsible persons, contractors, or entities fully capable of producing the particular end results required to provide a complete facility for the Owner.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS, add:

6.1.5 When Owner-furnished or Separate-Contractor-furnished equipment or material is to be utilized by the Contractor at the construction site, jointly inventory such equipment or material with the Party involved, mutually agreeing as to condition and quantities. Upon completion of the inventory, accept the equipment or material and give the Party involved a signed receipt. The Contractor shall then be responsible for the equipment or material, its protection from damage and availability for installation.

In the absence of such a joint inventory, the Contractor assumes full responsibility for such equipment or material when it comes into his possession. If the Owner or Separate Contractor fails to furnish the equipment or material within the time specified or if none is specified within a reasonable time, an equitable adjustment shall be made pursuant to provisions of the changes clause of the General Conditions.

.1 Such equipment or material will be furnished to the Contractor by any one or all of the following means. Demurrage charges resulting from delay on the part of the Contractor in any of these procedures shall be paid by the Contractor.

- a. Stored on site.
- b. Supplied FOB site, commercial carrier, for unloading at the site by the Contractor
- c. Shipped to points designed by the Contractor upon prior agreement with the Party involve.

.2 Shop drawings and material lists for all Owner-furnished or separate-Contractor-furnished equipment or material will be furnished to Contractor. The shop drawings will indicate the specific characteristics of such equipment or material but will not necessarily show the exact methods of installation in the work of this Contract. Prepare such additional drawings as are necessary to indicate the installation and anchorage conditions of all such equipment or material.

.3 Install Owner-furnished or Separate-Contractor-furnished equipment or material in accordance with the provisions of the applicable Section of these Specifications and the manufacturer's instructions.

.4 At all times protect and preserve all materials, supplies and equipment of every description including property which may be Owner-furnished or Separate-Contractor-furnished and all work performed. All reasonable requests of the Architect-Engineer to enclose or special-protect such property shall be complied with. If, as determined by the Architect-Engineer, material, equipment, supplies and work performed are not adequately protected by the Contractor, such property may be protected by the Owner and the cost thereof may be charged to the Contractor or deducted from any payment due to him.

.5 In the process of handling and installing this equipment, the Contractor shall comply with the following requirements:

- a. Do not drag equipment into place.
- b. Use appropriate protection over floors when using metal skid plates or wooden skids on completed floor surfaces.
- c. Use load-spreading rubber-tired rollers or dollies on finished floors; do not use steel rollers or wheels.
- d. If helicopters are used, make all arrangements, obtain all approvals and necessary insurance, schedule the work to preclude interference with any other activity or structure, and observe all safety precautions necessary.
- e. Do not exceed load requirements on access flooring.
- f. All damage to finished floors or floor finishing shall be repaired by the Contractor at no cost to the Owner.

ARTICLE 7 – CHANGES IN THE WORK

- A. 7.3 CONSTRUCTION CHANGE DIRECTIVES, Add PARAGRAPH 7.3.8.1:
"The allowable markups for overhead and profit for Changes in the Work shall not exceed the following percentages. These markups shall be calculated on the net amount of a change, and shall include administration and all costs incidental to the changed work."

ADD

DEDUCT

Work by Own Forces	15%	0%
Work by Subcontractor	7 ½%	0%
Materials and Equipment	7 ½%	0%

ARTICLE 8 – TIME

A. 8.3 DELAYS AND EXTENSIONS OF TIME

1. At the end of the 8.3.1, add:

However, minor modifications in Contract Time resulting from adjustments in the Project construction schedule shall not be deemed cause for action under this Subparagraph 8.3.1.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

A. 10.1 SAFETY PRECAUTIONS AND PROGRAMS, add:

10.1.2 The Contractor shall submit to the Owner a detailed, written report of each accident that occurs at the site.

10.1.3 The Contractor represents that he is conversant with the occupational safety and health regulations for construction promulgated and in force in the state where Work is performed, and agrees to comply with all such regulations applicable to the performance of the Work. The Contractor accepts the affirmative duty of enforcing those regulations, and shall promptly advise the Owner of any investigation by "Safety Officers" at the Contractor's work place at the job site and of the outcome of any such inspection. The Contractor assumes exclusive responsibility for, and agrees to indemnify the Owner against all consequences of any violations of those regulations by the Contractor, or any Subcontractor, including the payment of any fine, penalty and interest assessed in connection therewith and any court costs and attorneys' fees incurred by the Owner.

B. 10.2 SAFETY OF PERSONS AND PROPERTY, add:

1. TO 10.2.1 add:

.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

ARTICLE 11 – INSURANCE AND BONDS

A. 11.1 CONTRACTOR'S LIABILITY INSURANCE:

1. To 11.1.1, add:

The Owner and Engineer shall be added as additionally insured parties to the Contractor's insurance policy and shall be covered by the insurance to the same extent as the Contractor. Contractor will furnish copies of said policy prior to starting any work on site or upon signing of contract, whichever is earlier.

2. Replace 11.1.2 with:

11.1.2 Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment, except for termination of coverage required to be maintained

after final payment. The insurance required by Subparagraph 11.1.1 shall be in accordance with the following provisions:

.1 Workmen's Compensation Insurance: The Contractor shall obtain and maintain, during the life of the Contract, Workmen's Compensation Insurance, as required by the State in which the work is located, to insure against liability imposed upon an employer under the State Compensation Law. In case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation Insurance unless covered by the Contractor's insurance.

.2 Employers Liability Insurance: The Contractor shall also take out and maintain during the life of the Contract such insurance in amounts as to adequately protect him from damage claims, in addition to those covered by this regular Compensation insurance, resulting from injuries to any of his employees.

.3 Section 11.1 of the General Conditions shall be amended to include the following provisions:

Contractor will maintain the following insurance: Broad Form Comprehensive General Liability, (including Operations and Premises Liability, Independent Contractors Protective Liability (maintained in effect for a period of three years after the date of final payment), Personal Injury Liability, Broad Form Property Damage Liability endorsement, Explosion, Collapse and Underground Liability endorsement, Blanket Contractual Liability Insurance) Comprehensive Auto Liability, and Workers' Compensation coverage, all of which shall be written on an occurrence basis for not less than the following limits of liability, or any limits required by law whichever is greater:

a. Workmen's Compensation – Statutory/Employers – Liability \$500,000.00

b. Comprehensive General Liability – Per Person (Occurrence)/Aggregate

Bodily & Personal Injury \$1,000,000/\$2,000,000
Property Damage \$1,000,000/\$2,000,000 Aggregate

c. Automobile Liability – Per Person (Occurrence)/Aggregate

Bodily Injury \$1,000,000
Property Damage \$1,000,000/\$2,000,000

.4 All insurance shall be carried with insurance companies authorized to do business in the State in which the Work is to be performed. The Contractor shall furnish the owner with satisfactory evidence of insurance coverage provided before entering upon the Owner's Premises or upon signing of contract, whichever is earlier. Evidence of insurance shall include the phone number, name, and address of the insurance agent and includes original signature of Contractor's agent.

3. In 11.1.3 replace the second sentence with:

These certificates and the insurance policies shall contain a provision for thirty days prior written notice to the Owner of cancellation or material change in the insurance.

4. Add Article 11.1.4.1: "Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insured have other insurance which is

applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

ARTICLE 12 –CORRECTION OF WORK

A. 12.2.2 AFTER SUBSTANTIAL COMPLETION; add:

.4 The guarantee period for the heating, ventilating and air conditioning systems shall be of such duration as to include a minimum of one complete heating season and one complete cooling season, from Certificate of Occupancy.

.5 Where special warranty is specified, the Contractor, as a condition precedent to final payment, shall submit to the Engineer, the warranty in triplicate on 8-1/2-inch by 11-inch paper in the form specified in .5 below.

.6 Special Warranties are designated by the heading "Guarantee" in the respective technical sections of the Specifications.

.7 Responsibility for the securing, verifying, recording, transmitting to the Engineer and all other actions regarding the specified warranties rests with the Contractor. The Engineer will not accept transmittals of warranties from parties other than the Contractor.

.8 Form of SPECIAL WARRANTY; See Exhibit 1 "FORM OF SPECIAL GUARANTEE" bound at the end of SECTION 01740 as Appendix A.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

A. 13.4 RIGHTS AND REMEDIES, add:

13.4.3 Failure by the successful Contractor to execute the Contract and file acceptable bonds as provided herein within ten calendar days after he has receive the Contract for execution, shall be just cause for annulment of the award and the forfeiture of any bidding security to the Owner. If the successful Contractor refuses or fails to execute the Contract within the stipulated time, the Owner may award the Contract to another responsible Contractor – Bidder.

13.4.4 The Owner also encourages alternate products, but all contractors must supply pricing on as specified products. Equal products must be approved and shown as an alternate, clearly showing the cost as an add or deduct for showing alternate.

B. 13.6 INTEREST, delete heading and contents in its entirety.

END OF SECTION 00 7500

**SECTION 00 8000.01 FAMILIAL DISCLOSURE STATEMENT
(Education Facilities)**

All Bidders must complete the following familial disclosure form in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between the owner or any employee of the bidder and any Township Employee.
(Name) ___Charter Township of Shelby_____ will not accept a Bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

PRINT:
Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of _____, 20___, before me a Notary Public in and for said county, personally appeared _____ agent of the said firm _____ and who acknowledged the same to be his free act and deed as such agent.

Notary Public _____ Expiration Date _____

Seal Imprint:

SECTION 00 8000.02 NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
Name of union or organization of workers

The undersigned currently holds contract(s) with _____ (Applicant's Name) involving funds or credit of the U.S. Government of (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, DEMOTION, RECRUITMENT, ADVERTISING, SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING, APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11245.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

PRINT:
Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

**SECTION 00 8000.05 CONTRACTOR'S CERTIFICATION OF ASBESTOS-FREE
PRODUCT AND INSTALLATION**

It is hereby understood and agreed that no products/materials containing asbestos, including Chrysotile, Amosite, Crocidolite, Tremolite Asbestos, Anthophyllite Asbestos, Actinolite Asbestos or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the building by the Contractor or his employees, agents, subcontractors or other individuals or entities over whom the Contractor has control. The Contractor shall be required to sign this certification statement ensuring that all products or materials installed or introduced into a building will be asbestos-free.

The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the previous paragraph.

Project's Name: _____

Project's Address: _____

Project's City / State / Zip: _____

Architect's Name: _____ Project Number _____

CONTRACTOR'S CERTIFICATION

We (I) certify and will direct that all products and materials that will be and/or have been installed or introduced into the above named Project shall be asbestos-free (or less than one-percent (1%) asbestos by weight).

PRINT:
Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

**SECTION 00 8000.07 NON-COLLUSIVE AFFIDAVIT
(Prime Bidder)**

State of _____

County of _____

Name: _____ being first duly sworn, deposes and says:

That he is (a partner or officer, etc.) of the firm of _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, _____ (Owner) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

PRINT:

Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

BIDDER: if the Bidder is Individual;
PARTNER: if Bidder is Partnership;
OFFICER: if the Bidder is a Corporation.

Subscribed and sworn to before me this _____ (day) of _____ (month) of year 20 ____.

My commission expires: _____.

Seal Imprint:

**SECTION 00 8000.08 CERTIFICATION OF COMPLIANCE WITH IRAN ECONOMIC
SANCTIONS ACT (PA 517 of 2012)**

All Bidders must complete this certification form to indicate compliance with Public Act 517 of 2012, an act to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification. This statement must be submitted with the Form of Proposal.

By submitting this sworn and notarized statement with our Form of Proposal, we are certifying to:

(School District / Name) _____

that we are in compliance with Public Act 517 of 2012.

PRINT:

Company Name _____

Street Address _____

City / State / Zip _____

Company Officer _____

Title _____

Officer's Signature _____ Date _____

State of Michigan

_____ (County) _____

(Signature)

Notary Public: _____

(Printed Name)

Subscribed and sworn to before me this _____ (day) of _____ (month) of year 20 ____ .

My commission expires: _____.

Seal Imprint:

SECTION 01 0400 - COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures.
 2. Administrative and supervisory personnel.
 3. Coordination Drawings.
 4. General installation provisions.
 5. Cleaning and protection.
 6. Limitations for use of the site.
 7. Coordination program.
- B. Related Section: The following Sections contain requirements that relate to this Section:
1. Division 01 6000 Section "Product Requirements" for coordinating materials and equipment for general installation.
 2. Division 01 7300 Section "Execution Requirements" for Layout and Measurements, specifies procedures for field engineering services, including establishment of benchmarks and control points.

1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend upon each other for proper installation, connection, and operation.
1. Schedule construction operations in the 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 assure maximum accessibility for required maintenance, service and repair.
 3. Make adequate provisions to accommodate items schedule for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.
 4. Progress meetings.
 5. Project closeout activities.

1.4 LIMITATIONS ON USE OF THE SITE

- A. General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on the site.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings for above ceiling work, equipment rooms and other areas where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Show the relationship of components on separate Shop Drawings.
 2. Indicate required installation sequence.
- B. Staff Names: Within fifteen (15) calendar days of "Notice to Proceed," submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities. List their addresses and telephone numbers.
1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.
- C. Other Project names, addresses and information:
1. Lists of sub-contractors and erectors.
 2. List of suppliers and manufacturers.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each component to inspect both the substrate and conditions under which Work is to be performed. Proceed when unsatisfactory conditions have been corrected.
- B. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction.

3.2 COORDINATION PROGRAM

- A. It shall be the responsibility of the Construction Manager/General Contractor to coordinate the equipment room requirements and the above ceiling space requirements of the various subcontractors and to determine that adequate clearance is allowed with respect to their equipment and the building.
- B. The Coordination Program shall consist of a series of meetings with all trades involved and the preparation of installation drawings prepared from base drawings produced by the Sheet Metal Subcontractor. The Mechanical, Electrical and Fire Protection Subcontractors shall use the base drawings for producing their individual installation drawing overlays for coordination with other trades.
- C. The following sequence shall be followed:
1. After the award of contract and prior to construction the General Contractor will schedule a meeting to introduce the Coordination Program and determine its implication to the progress schedule. Attendees shall include the General Contractor, Owner's Representative, Engineer and all subcontractors responsible for work in equipment rooms and in or above the ceilings which includes (but is not limited to) those items below:
 - a. Recessed lighting fixtures.
 - b. Plumbing waste, vent and roof drainage.
 - c. Steam, condensate and all other pitched services.
 - d. Ductwork and appurtenances.
 - e. Fire protection (sprinkler system).
 - f. HVAC piping.
 - g. Plumbing, supply and service piping.
 - h. Cable tray.
 - i. Electrical conduit.

(1) The above list, in descending order, is the precedence for space priority. Recessed light fixtures and space for their installation have first priority, plumbing waste, vent and roof drainage has second priority, etc.
 2. The Construction Manager/General Contractor shall confirm that the following have been provided to the Sheet Metal Subcontractor prior to commencing the base drawings:
 - a. Approved structural steel drawings.
 - b. Clearance requirements for plumbing, piping, etc. from the Mechanical Subcontractor.
 - c. Clearance requirements for recessed lighting, cable trays, etc. from the Electrical Subcontractor.
 - d. Clearance requirements for piping from the Fire Protection Subcontractor.
 3. The Sheet Metal Subcontractor shall prepare and provide the Mechanical, Electrical and Fire Protection Subcontractors with reproducible transparent drawings which shall serve as the base drawings. The base drawings shall show column center lines, interior partition locations, and ceiling heights.
 4. The Sheet Metal Subcontractor, with reference and consideration to the structural, mechanical, electrical, fire protection, and plumbing requirements provided and the reflected ceiling plans, shall draw, to scale (minimum 1/4" scale), the proposed ductwork installation showing duct sizes, equipment layouts, and dimensions from column lines and distance from finished floors to bottom of ducts and equipment. In congested areas, the Sheet Metal Subcontractor shall, in addition, prepare drawings in Section view.

5. The base drawings with ductwork layouts shall be produced in sequence as mandated by the project schedule. The earliest area indicated in the schedule will receive the first effort, etc.
6. When the base drawings for the earliest scheduled area have been completed (time limitation as determined in the initial coordination meeting), the Sheet Metal Subcontractor shall provide the General Contractor with one set of mylars for each participant in the effort. Upon receipt of the base drawings from the General Contractor each participant shall incorporate on the drawings, their proposed installation. Each of the subcontractors proposed installation drawings shall indicate to scale, size, equipment layout, equipment clearance requirements, dimensions from column centerlines and distance from the finish floor to bottom of equipment, piping, conduits, etc. The Contract Drawings shall be followed as a general guide for the proposed installation drawings.
7. The major components to be indicated include (but are not limited to):
 - a. Roof drain leaders.
 - b. Waste and vent piping.
 - c. Fire protection piping.
 - d. Plumbing and lab service piping.
 - e. HVAC and Mechanical ductwork routing.
 - f. Electrical conduit and Cable tray runs.
 - g. Contract ceiling heights and Soffit locations.
 - h. Access points for access to valves and Dampers.
 - i. Firewall penetrations.
8. Prior to fabrication of ductwork and within a period of not to exceed two (2) calendar weeks after distribution of the mylars to the individual participants, the Construction Manager/General Contractor will schedule a meeting with the Owner's Representative, the Engineers and participating Subcontractors at which time areas of conflict shall be resolved through the following process:
 - a. The transparent tracings shall be overlaid on a light table to identify areas of conflict. All parties shall then cooperate in resolving the conflicts.
 - b. The Owner's Representative and the Engineer reserve the right to determine space priority of the Subcontractors in the event of interference between piping, conduits, ducts and equipment of the various Subcontractors.
 - c. Records of the areas of conflict and the names of the subcontractor who is to make modifications to their drawings shall be kept by the General Contractor. This record shall be updated on a weekly basis and shall be incorporated into the coordination meeting minutes.
 - d. Once all areas of conflict are resolved, each participant shall revise their drawings and shall submit for review. After review, ductwork can be fabricated, and installation of work can begin. A permanent record of the agreement shall be entered on each Subcontractors' installation drawings, acknowledged by all participants' by signature in a space provided for this purpose. The General Contractor shall provide and distribute two graphic copies of each subcontractor's signed installation drawings to all parties involved. Revisions to drawings as a result of the coordination process shall not be considered an extra and will not result in a change to the contract.
 - e. The above drawings, review and coordination process will be repeated until all areas on the Project have been coordinated.
9. Shop drawings shall be modified through the coordination process to reflect the final resolved locations of equipment prior to submittal for review.

10. In the event a Subcontractor fails to cooperate in the Coordination Program, he shall be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Subcontractor's installations.
 11. When a Change Order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Construction Manager/General Contractor any revisions necessary to the work of others affected by the Change Order.
- D. At the completion of the project, each subcontractor shall provide the General Contractor with a reproducible transparent drawing of the installation drawings to be forwarded to the Owner.

3.3 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. 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.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 1. Excessive static or dynamic loading.
 2. Excessive internal or external pressures.
 3. Excessively high or low temperatures.
 4. Thermal shock.
 5. Excessively high or low humidity.
 6. Air contamination or pollution.
 7. Water or ice.
 8. Solvents.
 9. Chemicals.
 10. Radiation.
 11. Puncture.
 12. Abrasion.
 13. Heavy traffic.
 14. Soiling, staining and corrosion.
 15. Bacteria.
 16. Rodent and insect infestation.
 17. Electrical current.
 18. Improper lubrication.
 19. Unusual wear or other misuse.
 20. Contact between incompatible materials.
 21. Misalignment.
 22. Excessive weathering.
 23. Unprotected storage.
 24. Improper shipping or handling.
 25. Theft.
 26. Vandalism.

END OF SECTION 01 0400

SECTION 01 1000 - 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. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Owner-furnished products.
 - 4. Use of premises.
 - 5. Owner's occupancy requirements.
 - 6. Work restrictions.
 - 7. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Municipal offices service counter upgrades

Project Location: Shelby Township Municipal Offices
52700 Van Dyke
Shelby Township, MI 48316

Owner: Shelby Township
52700 Van Dyke
Shelby Township, MI 48316

- 1. Owner's Representative: Tim Wood, Building Official.
- B. Architect/Engineer: French Associates Architects
- C. The Work consists of the following:
 - 1. The Work includes new service counter upgrades at the Municipal Offices for Shelby Township.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

- A. General: Contractor shall have use of premises for construction operations as indicated on Drawings by the contract limits.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1.6 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify **Owner** not less than seven days in advance of proposed utility interruptions.
- B. Existing Facility Interruptions: Work hours will be restricted to after hours (after 5pm as well scheduled weekend hours.) All scheduling will be review and approved by Tim Wood, Building Official. It is described that all work be done in an organized phased manner that is to be presented and approved by Tim Wood. Impact to existing service counter operations needs to be minimized as well all existing conditions are to be returned to normal for the beginning of each business day. Areas must be kept clean and safe from debris, materials workers, etc. by 8:00am each morning of business day.
 - 1. Notify **Owner** not less than 2 hours in advance of proposed interruptions with these guidelines.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for

clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. 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.

1.8 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 01 1400 - WORK RESTRICTIONS

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 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to within grass area, limiting use of paved area to a minimum.
 - 2. Owner Occupancy: Allow for Owner occupancy of site **and use by the public.**
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.3 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner may occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. The Work must be scheduled to coordinate with Owner's continued operations and therefore may be required to occur after business hours and on weekends. Careful coordination with owner at all stages of Work must be included in the Project at all times.

1.4 ASBESTOS-FREE PRODUCT INSTALLATION

- A. Contractor shall be required to sign a certification statement ensuring that all products or materials installed or introduced into a building/site will be asbestos-free.
- B. No products/materials containing asbestos, including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced by the contractor or his employees, agents, subcontractors or other individuals or entities over whom the contractor has control.

- C. Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the previous paragraph.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1400

SECTION 01 2300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates as proposed by the Architect.

- 1. Voluntary Alternates or Substitutions proposed by Bidders will not form the Base Bid Proposal Price.

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. 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.

- B. Voluntary Alternates: Bidders proposed voluntary alternates and substitutions will not be recognized as part of the Base Bid Price opening. Owner may review voluntary proposals with the successful Bidder.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

- 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

- C. Execute accepted alternates under the same conditions as other work of the Contract.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate A-1:

1. References:
 - a. Drawings A2.11
2. Description of Alternate: Provide plastic laminate counter material in lieu of base bid solid surface counter material
3. Price: DEDUCT/ ADD; _____ Dollars \$ _____

B. Alternate A-2:

1. References:
 - a. Drawings A2.11
2. Description of Alternate: Provide granite counter material (Grade 2-4) in lieu of base bid solid surface counter material.
3. Price: DEDUCT/ADD; _____ Dollars \$ _____

END OF SECTION 01 2300

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
 - 1. Construction Change Directives. (CCD)
 - 2. Change Orders. (CO)
- B. Related Sections include, but not limited to the following:
 - 1. Division 01 6000 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on "**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. Proposal Requests issued by **Architect** are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within twenty (20) calendar days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

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

1.5 CHANGE ORDER PROCEDURES (C0)

- A. On Owner's approval of a Proposal Request, **Architect** will issue a Change Order for signatures of Owner and Contractor on **AIA Document G701**.

1.6 CONSTRUCTION CHANGE DIRECTIVE (CCD)

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

END OF SECTION 01 2600

SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 2600 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven (7) calendar days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. 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 Construction Manager/Engineer.
 - c. Engineers project number.

- d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
4. Provide a separate line item in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value for that part of the Work.
5. 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.
6. 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 shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use **AIA Document G702 and AIA Document G703 Continuation Sheets.**
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One (1) copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is 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 final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
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 final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
 6. Contractor: Sworn Statements of waivers.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.

- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFI). Form attached at end of Specification Section.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 3200 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 7300 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 7700 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI (Request for Interpretation): Request from Contractors, Fabricators and others seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
 10. Agency Inspections.
 - D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within five (5) calendar days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than fifteen (15) calendar

days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Minutes: Engineer or General Contractor will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at bi-weekly intervals.

1. Attendees: In addition to representatives of Owner and Engineer, 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 conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. 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.
3. Minutes: the Engineer or General Contractor will record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.7 REQUESTS FOR INTERPRETATION (RFI)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFI shall originate with Contractor. RFI submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFI 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 interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Engineer.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.

9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy of Request for Information (RFI): Form attached at end of Specification Section.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFI: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven (7) calendar days for response for each RFI.
1. The following RFI will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFI or RFI with numerous errors.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
 3. Engineer's action on RFI that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within five (5) calendar days of receipt of the RFI response.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within five (5) calendar days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFI organized by the RFI number. Submit log weekly to include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFI that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.

8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Construction Change Directive, and Proposal Request (Bulletin), as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- 3.1 A. Copy of (RFI) "Request for Interpretation" form attached at end of Section.

END OF SECTION 01 3100

_____ Owner _____

_____ Others _____

SECTION 01 3300 - 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. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
 - 1. Shop drawings and Samples
 - 2. Product data submittal procedures.
 - 3. Shop Drawing and Samples Transmittal Form.
 - 4. Contract Close-out Deliverables Form.
- B. Related Sections include the following:
 - 1. Divisions 02 0000 through 33 0000 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals (Shop Drawings, Samples, Product Data, Catalog Cuts, etc.): Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided at Engineer's discretion and at extra cost to Contractor for use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. 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 reserves** the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on **Architect's** receipt of submittal. 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 twenty (20) calendar 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. Resubmittal Review: Allow fifteen (15) calendar days for review of each resubmittal.
 3. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow twenty (20) calendar days for initial review of each submittal.
 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow fifteen (15) calendar days for review of each submittal.
- D. Shop Drawing Submittal Procedures: The procedures and quantity of drawings, catalog cuts, samples and other information for submittal are minimum. The Contractor and Engineer will finalize format at the Project Kick-Off Meeting.

Information shall be submitted directly in the following manner:

Note: Engineer's Consultants will review information and deliver to Engineer for distribution.

1. Contractor to Engineer
 - a. All submittals shall be sent as pdf files to the Engineer via email.
 - b. Each submittal shall include one pdf that includes the Submittal Transmittal as provided in this specification (completely filled out) and all other 8.5 x 11 documents as a single pdf file.
 - c. Submittal documents that are not 8.5 x 11 shall be submitted as a separate pdf file for each size documents. For instance, 24" x 36" sheets shall be sent as a separate pdf. Always include the separate pdf file with the filled out transmittal with each submittal pdf.
 2. Engineer to Contractor
 - a. A pdf file of each reviewed submittal will be sent to the contractor via email.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 x 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Contractor.
 - e. Name and email address of subcontractor.
 - f. Name and email address of supplier.
 - g. Name and website address of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Location(s) where product is to be installed, as appropriate.
 - k. Other necessary identification.

- I. Contractor's Submittal number
- F. Deviations: **Highlight and encircle**, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Transmittal: Package each submittal item individually and appropriately for transmittal and handling. Transmit each submittal using the official transmittal form. Engineer received submittals from sources other than General Contractor will be discarded without review.
 - 1. Transmittal Form: Use **submittal form included at the end of Specification**.
 - 2. Form:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, **numbered consecutively**.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with Engineer's "REVIEWED FOR CONSTRUCTION" or Engineer's "REVIEWED AS NOTED" stamp **and General Contractor's action stamp**.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating Engineer's "REVIEWED FOR CONSTRUCTION" or "REVIEWED AS NOTED" stamp and Construction Manager's or General Contractor's release for construction stamp.
 - 1. **DO NOT USE** Shop Drawings noted "XRR = RETURNED FOR CORRECTIONS" for construction or fabrication.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Submit electronic submittals directly to extranet specifically established for Project.

- 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 printed 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 written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, power, signal, and control wiring.
 - f. Shop work manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 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 40 inches (750 by 1000 mm).
- 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 appropriate Specification Section.
2. 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.
3. 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 (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
4. 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 number of samples as indicated in Part 1.4 "Submittal Procedures".
 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 (3) sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: 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. Type of product. Include unique identifier for each product.
 2. Room name, room number, space and location.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.

- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. 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.
 - 4. Number of Copies: Submit two (2) copies of subcontractor list, unless otherwise indicated.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 - 2. Certificates and Certifications: Provide a notarized 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.
 - 3. Test and Inspection Reports: Comply with requirements in Division 01 4000 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 3100 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements in Division 01 3200 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare 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.

- G. **Manufacturer Certificates:** Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. **Product Certificates:** Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. **Material Certificates:** Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. **Material Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. **Research/Evaluation Reports:** Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. **Schedule of Tests and Inspections:** Comply with requirements specified in Division 01 4000 Section "Quality Requirements."
- N. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. **Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, 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.
- Q. **Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 7700 Section "Closeout Procedures" for Operation and Maintenance Data."
- R. **Design Data:** Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load

diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- S. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- T. **Manufacturer's Field Reports:** Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- U. **Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles and term of the coverage.
- V. **Material Safety Data Sheets (MSDSs):** Submit information directly to Owner; do not submit to Engineer/Construction Manager, **except as required in "Action Submittals' Article."**
1. Engineer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

- A. **Performance and Design Criteria:** Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. **Delegated-Design Submittal:** In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

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

3.2 CONSTRUCTION MANAGER'S ACTION

- A. General: Engineer/Construction Manager will not review submittals that do not bear General Contractor's review approval stamp and will return them without action.
- B. Action Submittals: Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action to be taken.
- C. Informational Submittals: Engineer will review each submittal and will return it to the General Contractor with review comments for their review.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

3.3 ENGINEER'S FORMS

- A. Shop Drawings and Samples Transmittal form, attached at end of Section.
- B. Contract Close-out Deliverables form, attached at end of Section.

END OF SECTION 01 3300

SHOP DRAWING AND SAMPLES TRANSMITTAL

FA Submittal No. _____

Project Name:	Engineer's Projects No.:	Submittal Date:
	Contr. Proj. No.	<input type="checkbox"/> Resubmittal

FROM: CM/CONTR. NAME CM/CONTR. NAME CM/CONTR. ADDRESS	TO:	DATE:	QTY:	COMMENTS:	RECEIVED STAMP HERE
		<input type="checkbox"/> UPS			
		<input type="checkbox"/> COURIER			
		<input type="checkbox"/> DELIVERY			
SIGNATURE:		<input type="checkbox"/> PICK-UP			

FROM:	TO:	DATE:	QTY:	COMMENTS:	RECEIVED STAMP HERE
		<input type="checkbox"/> UPS			
		<input type="checkbox"/> COURIER			
		<input type="checkbox"/> DELIVERY			
SIGNATURE:		<input type="checkbox"/> PICK-UP			

FROM:	TO:	DATE:	QTY:	COMMENTS:	RECEIVED STAMP HERE
		<input type="checkbox"/> UPS			
		<input type="checkbox"/> COURIER			
		<input type="checkbox"/> DELIVERY			
SIGNATURE:		<input type="checkbox"/> PICK-UP			

FROM:	TO:	DATE:	QTY:	COMMENTS:	RECEIVED STAMP HERE
		<input type="checkbox"/> UPS			
		<input type="checkbox"/> COURIER			
		<input type="checkbox"/> DELIVERY			
SIGNATURE:		<input type="checkbox"/> PICK-UP			

Spec Section (not Bid Ctg.)	CM / Contr. Submittal No.	Qty.	Description:(Drawings, Data, Cat, Samples)	Sub-Contractor Name, Supplier / Manufacturer Name	Engineer Review Code

Contractor(s) certifies that the above submitted information has been reviewed in detail and comply with the Contract Documents, except as indicated, and is submitted to the Engineer, " FOR REVIEW AND COMMENTS ONLY." The Engineer's and Engineer's critique will not relieve the Contractor(s) from compliance with requirements of the Contract Documents. Contractor(s) assumes responsibility for all information and comments indicated in Shop Drawings.	Engineer Review Code Legend	RC = Reviewed for Construction RN = Reviewed as Noted XRR = Returned for Corrections
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SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 7329 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 2. Divisions 02 0000 through 33 0000 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.

2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Test and inspection results and an interpretation of test results.
9. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
10. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
11. Name and signature of laboratory inspector.
12. Recommendations on retesting and reinspecting.

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

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, **and the Contract Sum will be adjusted by Change Order.**
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least forty-eight (48) hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 3300 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Engineer, Construction Manager, and Contractors in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer, Construction Manager, and Contractors promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel.
1. Incidental labor and facilities necessary to facilitate tests and inspections.
 2. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 3. Facilities for storage and field curing of test samples.
 4. Delivery of samples to testing agencies.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner may engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Engineer, and Contractors promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer, with copy to Contractors and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

- A. Engineer and Owner will select testing agency before construction begins.
 - 1. Construction Manager or Contractor may recommend testing agency firm to the Engineer or Owner for decision.

3.2 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Engineer.
 - 4. Identification of testing agency or special inspector conducting test or inspection.

3.3 REPAIR AND PROTECTION

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

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 01 7329 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

SECTION 01 4200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

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

1.3 INDUSTRY STANDARDS

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

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

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4200

SECTION 01 6000 - PRODUCT REQUIREMENTS
- SUBSTITUTIONS AND OPTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. Substitutions Request Procedures.
2. Product Substitutions and Options.
3. Substitution Request Form. (included at end of this Specification Section)

- B. Related Sections include the following:

1. Division 01 4200 Section "References" for applicable industry standards for products specified.
2. Division 01 7700 Section "Closeout Procedures" for submitting warranties for contract closeout.
3. Divisions 02 0000 through 33 0000 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility, **except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise.** Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- B. Substitutions (after selection of successful bidder): Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- A. Substitution Requests Procedures: Submit three (3) 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 must be proposed and submitted only to the Construction Manager or General Contractor. Substitution Requests must not be sent directly to the Architect.
 - 2. Substitution Request Form: Use form provided at end of Section.
 - 3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and other separate Contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Cost information, including a proposal of change, if any, in the Contract Sum.
 - j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

- k. 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.
- 4. Architect shall have right to reject proposed substitution without explanation.
- 5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within Seven (7) calendar days of receipt of a request for substitution. Architect will notify General Contractor of acceptance or rejection of proposed substitution within Ten (10) calendar days of receipt of request, or Seven (7) calendar days of receipt of additional information or documentation, whichever is later.
 - a. **Should the Architect not respond within Twelve (12) calendar days of the dated date of Request, the proposed substitution is considered REJECTED.**
 - b. Form of Acceptance: Construction Change Directive (CCD).
 - c. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
 - d. Owner or Architect does not have to give any reason for rejection of substitutions.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 3300 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. 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.
 - 2. 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.
 - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 4. Store products to allow for inspection and measurement of quantity or counting of units.
 - 5. Store materials in a manner that will not endanger Project structure.
 - 6. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
 - 7. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 8. Protect stored products from damage.

- B. Owner's Storage Area: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

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.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 02 0000 through Divisions 33 0000 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in the following:
 - 1. Division 01 3300 Section "Submittal Procedures."
 - 2. Division 01 7700 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS and SUBSTITUTIONS

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

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. The product is a single source item.
Substitutions will not be considered.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered.
3. Manufacturer's Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions will not be considered.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions by non-listed manufacturers will not be considered.
5. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by a specified manufacturer. Comply with provisions in "Product Substitutions" Article.
6. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, design profiles, dimensions, and other characteristics that are based on the product named.
 - a. Provide Basis-of Design product or by one of the listed manufacturers.
 - b. Substitutions of other products will not be considered.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.

- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS CRITERIA

- A. Timing: Architect may consider requests for substitution if received within thirty (30) calendar days after the "Notice to Proceed" or before the first (1st) "Application for Payment." Requests received after that time may be considered or rejected at discretion of Architect without explanation.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action or reason, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not affect work of other Trades Contractor's construction time schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

- 3.1 Architect's/Engineer "Substitution Request" form included at end of this Specification Section.

END OF SECTION 01 6000



architects planners interiors

SUBSTITUTION REQUEST

Project: _____

Substitution Request Number: _____

From: _____

To: _____

Date: _____

A/E Project Number: _____

Re: _____

Contract For: _____

Specification Title: _____

Description: _____

Section: _____ Page: _____

Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: New product 2-5 years old 5-10 yrs old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached - < REQUIRED BY A/E >

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution (if applicable): _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports
< REQUIRED BY A/E >

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

Note: Should the Architect not respond within Twelve (12) calendar days of the dated date of Request, the proposed substitution is considered rejected.

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Printed name: _____ Title: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E

SECTION 01 7300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Field engineering and surveying.
 - 2. General installation of products.
 - 3. Starting and adjusting.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 3300 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 01 7329 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.

1.3 SUBMITTALS

- A. Qualification Data: For land surveyor or professional engineer.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two (2) copies signed by land surveyor and/or professional engineer.
- E. Final Property Survey: Submit five (5) copies showing the Work performed and record survey data.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility, Owner and Engineer that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner and Engineer not less than seven (7) calendar days in advance of proposed utility interruptions. Provide information on length of interruptions.
2. Do not proceed with utility interruptions without Owner's and Engineer's written permission.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

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

B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference Engineer.

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.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of **8 feet (2.4 m)** in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. 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.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than seven (7) calendar days during normal weather or three (3) calendar days if the temperature is expected to rise above **80 deg F (27 deg C)**.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces 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: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- 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.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 4000 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 7329 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 7300

SECTION 01 7329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching of items indicated but not limited to the following:
 - 1. Engineered Site work.
- B. Related Sections include the following:
 - 1. Division 02 4119 Section "Selective Structure Demolition" for demolition of selected portions of the building.

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 surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or results that increase maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut 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. 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 as small as possible, neatly to 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.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance.
 4. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 5. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 7329

SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion and Inspection procedures.
2. Final Completion and Inspection Procedures.
3. Warranties.
4. List of incomplete items (punch list).
5. Payment Procedures.
6. Project Record Documents.
7. Operation and maintenance manuals.
8. Demonstration and Training of Owner's Personnel.
9. Final Cleaning.

- B. Related Sections include, but not limited to the following:

1. Division 01 2900 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 7300 Section "Execution Requirements" for progress cleaning of Project site.
3. Divisions 02 0000 through Divisions 33 0000 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
4. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
7. Complete startup testing of systems.
8. Submit test/adjust/balance records.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Advise Owner of changeover in heat and other utilities.
11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer 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 Engineer, that must be completed or corrected before certificate will be issued.

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

1.4 WARRANTIES

- A. All materials and installation have a minimum of a 12 month warranty from the date of substantial completion. Additional warranties are specified in the individual specification sections.
- B. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- C. Partial Occupancy: Submit properly executed warranties within fifteen (15) calendar days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- D. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (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.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1.6 PROJECT RECORD DOCUMENTS

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

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

1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble and submit one (1) complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Manuals:
 - a. Emergency and Standard instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 2. Emergency Manuals:
 - a. Types of Emergencies: Fire, Flood, Gas leak, Electrical Power Outage, Chemical, Equipment failure and etc.
 - b. Instructions and Procedures for Shut-Down and Start-Up.
 3. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.

- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

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

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations and all other governing agencies having jurisdiction on the project.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project as acceptable to the Engineer.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- B. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 7700