

**SECTION 00 1113  
ADVERTISEMENT FOR BIDS**

**FROM:**

**1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):**

- A. Ogden School District
- B. 1950 Monroe Boulevard
- C. Ogden, Utah 84401

**1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):**

- A. SH Architecture

**1.03 TO: POTENTIAL BIDDERS**

- A. Your firm is invited to submit an offer to Owner for construction of a facilities located at the above address before 2:00 pm local standard time on the 9<sup>th</sup> day of April, 2015, for the following project:
- B. Project Description: Fire Alarm Upgrade to Mount Ogden Junior High School including minor demolition and repair as required.
- C. Bid Documents for a Stipulated Sum contract may be obtained from the office of the Owner free of charge upon receipt of a refundable deposit, by cash, in the amount of \$ 25.00 for one set.

**END OF BID SOLICITATION**

**SECTION 00 2113  
INSTRUCTIONS TO BIDDERS**

**SUMMARY**

**1.01 RELATED DOCUMENTS**

- A. Document 00 4373 - Proposed Schedule of Values Form.
- B. Document 00 7300 - Supplementary Conditions:

**INVITATION**

**2.01 BID SUBMISSION**

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at Administration Building, 1950 Monroe Blvd., Ogden, Utah before 2:00 p.m. local standard time on the 9<sup>th</sup> day of April, 2015.
- B. Offers submitted after the above time may be returned to the bidder unopened.
- C. Submit required Supplements To Bid Forms within 24 hours after closing time for receiving bids.
- D. Offers will be opened privately immediately after the time for receipt of bids.

**2.02 INTENT**

- A. The intent of this Bid request is to obtain an offer to perform work to complete a Fire Alarm Upgrade located at Mount Ogden Junior High School for a Stipulated Sum contract, in accordance with the Contract Documents.

**2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract comprises building construction, including general construction Work.

**2.04 CONTRACT TIME**

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

**BID DOCUMENTS AND CONTRACT DOCUMENTS**

**3.01 DEFINITIONS**

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

**3.02 CONTRACT DOCUMENTS IDENTIFICATION**

- A. The Contract Documents are identified as Drawings (Plans) and Specifications Manual.

**3.03 AVAILABILITY**

- A. Bid Documents are only available to general contract bidders.
- B. Sub-contract bidders shall view or obtain Bid Documents from general contract bidders.
- C. Sub-contract bidders shall not contact the Architect or Owner.
- D. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

**3.04 EXAMINATION**

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.

- B. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

### **3.05 INQUIRIES/ADDENDA**

- A. Direct questions to Steve Torman, email: [tormans@ogdensd.org](mailto:tormans@ogdensd.org).
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply may be in the form of an Addendum, a copy of which will be forwarded to known plan holders.

### **3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. Substitute products will be considered if submitted as an attachment to the Bid Form. Approval to submit substitutions prior to submission of bids is not required.
- B. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the Work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.

## **SITE ASSESSMENT**

### **4.01 SITE EXAMINATION**

- A. Examine the project site before submitting a bid.

## **QUALIFICATIONS**

### **5.01 SUBCONTRACTORS/SUPPLIERS/OTHERS**

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

## **BID SUBMISSION**

### **6.01 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.

### **6.02 BID INELIGIBILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Bids are by invitation, only from selected bidders. Bids from unsolicited bidders may be returned.

## **BID ENCLOSURES/REQUIREMENTS**

### **7.01 BID FORM REQUIREMENTS**

- A. Complete all requested information in the Bid Form and Appendices.

**7.02 FEES FOR CHANGES IN THE WORK**

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00 7300 - Supplementary Conditions.

**7.03 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

**7.04 ADDITIONAL BID INFORMATION**

- A. Submit the following Supplements concurrent with bid submission:
  - 1. Document 00 4373 - Proposed Schedule of Values identifies the Bid Amount segmented into portions as requested.

**OFFER ACCEPTANCE/REJECTION**

**8.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

**8.02 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

**END OF INSTRUCTIONS TO BIDDERS**

**SECTION 00 3100**  
**AVAILABLE PROJECT INFORMATION**

**PART 1 GENERAL**

**1.01 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Hazardous Material Survey: Entitled Asbestos Inspection Report, dated March 16, 2015.
  - 1. Original copy is available for inspection at Owner's offices during normal business hours.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 00 4000**  
**PROCUREMENT FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL  
COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

**1.02 FORMS**

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
- B. Bid Form: Section 00 4100.
- C. Procurement Form Supplements:
  - 1. Proposed Schedule of Values Form: AIA G703.

**1.03 REFERENCE STANDARDS**

- A. AIA G703 - Continuation Sheet; 1992.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 00 4100**  
**BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. \_\_\_\_\_ ( Owner)  
1. \_\_\_\_\_  
2. \_\_\_\_\_

**1.02 FOR:**

- A. \_\_\_\_\_

**1.03 DATE: \_\_\_\_\_ (BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name \_\_\_\_\_  
1. Address \_\_\_\_\_  
2. Address \_\_\_\_\_  
3. City \_\_\_\_\_  
4. State, Zip \_\_\_\_\_

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by SH Architecture for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:  
B. \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.  
C. All applicable federal taxes are included and State of Utah taxes are included in the Bid Sum.

**1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.  
B. If this bid is accepted by Owner within the time period stated above, we will:  
1. Execute the Agreement within seven days of receipt of Notice of Award.  
2. Furnish the required bonds within seven days of receipt of Notice of Award.  
3. Commence work within seven days after written Notice to Proceed of this bid.

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:  
B. Complete the Work by August 15, 2015.

**1.08 BID FORM SUPPLEMENTS**

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:  
1. AIA G703 - Proposed Schedule of Values Form:

**1.09 BID FORM SIGNATURE(S)**

- A. \_\_\_\_\_  
B. (Authorized signing officer, Title)  
C. \_\_\_\_\_

Ogden School District  
Mount Ogden Junior High School - Fire Alarm Upgrade

D. (Authorized signing officer, Title)

**END OF BID FORM**



**SECTION 00 4301**  
**BID FORM SUPPLEMENTS COVER SHEET**

**PARTICULARS**

**1.01 SUBMITTED BY: (BIDDER TO INSERT FULL NAME AND ADDRESS)**

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

E. In accordance with Document 00 2113 Instructions to Bidders and Document 00 4100 - Bid Form, we include the Supplements To Bid Form listed below. The information provided shall be considered an integral part of the Bid Form.

**1.02 SUPPLEMENTS TO BID FORM**

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_
- E. \_\_\_\_\_
- F. \_\_\_\_\_
- G. \_\_\_\_\_
- H. \_\_\_\_\_
- I. \_\_\_\_\_
- J. \_\_\_\_\_
- K. \_\_\_\_\_
- L. \_\_\_\_\_
- M. \_\_\_\_\_
- N. \_\_\_\_\_

**END OF SUPPLEMENTS TO BID FORM**

**SECTION 00 4336  
PROPOSED SUBCONTRACTORS FORM**

**PARTICULARS**

**1.01 HERewith IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:**

**1.02 (BIDDER) \_\_\_\_\_**

**1.03 TO (OWNER).....**

**1.04 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

**1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS  
AND COORDINATED BY US:**

**LIST OF SUBCONTRACTORS**

**2.01 WORK SUBJECT.....SUBCONTRACTOR NAME**

**2.02 .....**

**2.03 .....**

**2.04 .....**

**2.05 .....**

**END OF SUPPLEMENT A**

**SECTION 00 5000  
CONTRACTING FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

**1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT**

- A. The Agreement form is AIA A101.
- B. The General Conditions are AIA A201.

**1.03 FORMS**

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Post-Award Certificates and Other Forms:
  - 1. Schedule of Values Form: AIA G703.
  - 2. Application for Payment Form: AIA G702 and G703.
  - 3. Affidavit of Payment Form: AIA G706.
- C. Clarification and Modification Forms:
  - 1. Request for Interpretation Form: CSI form 13.2a, AIA G716 or other standard form approved by Architect.
  - 2. Substitution Request Form (During Construction): CSI Form 13.1A.
  - 3. Supplemental Instruction Form: AIA G710.
  - 4. Construction Change Directive Form: AIA G714.
  - 5. Request for Proposal Form: AIA Form G709 Work Changes Proposal Request.
  - 6. Proposal Worksheet Summary Form: CSI Form 13.6D.
  - 7. Proposal Worksheet Detail Form: CSI Form 13.6C.
  - 8. Change Order Request Form: Architect's standard form or other form approved by Architect..
  - 9. Change Order Form: AIA G701.
  - 10. Nonconforming Work Notice: CSI Form 9.8A.
- D. Closeout Forms:
  - 1. Certificate of Substantial Completion Form: AIA G704.

**1.04 REFERENCE STANDARDS**

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum; 2007.
- B. AIA A201 - General Conditions of the Contract for Construction; 2007.
- C. AIA G701 - Change Order; 2001.
- D. AIA G702 - Application and Certificate for Payment; 1992.
- E. AIA G703 - Continuation Sheet; 1992.
- F. AIA G704 - Certificate of Substantial Completion; 2000.
- G. AIA G710 - Architect's Supplemental Instructions; 1992.
- H. AIA G714 - Construction Change Directive; 2007.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 00 5200  
AGREEMENT FORM**

**PART 1 GENERAL**

**1.01 FORM OF AGREEMENT**

**1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.**

**1.03 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions.
- B. Section 00 7300 - Supplementary Conditions.
- C. Section 01 4216 - Definitions.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF AGREEMENT**

**SECTION 00 7200  
GENERAL CONDITIONS**

**FORM OF GENERAL CONDITIONS**

**1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.**

**RELATED REQUIREMENTS**

**2.01 SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.**

**2.02 SECTION 01 4216 - DEFINITIONS.**

**SUPPLEMENTARY CONDITIONS**

**3.01 REFER TO DOCUMENT 00 7300 FOR AMENDMENTS TO THESE GENERAL CONDITIONS.**

**END OF DOCUMENT**

**SECTION 00 7300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

**1.02 THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN DOCUMENT 00 7200 AND OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AS INDICATED BELOW. ALL PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT.**

**1.03 THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.**

**1.04 RELATED SECTIONS**

- A. Section 00 5000 - Contracting Forms and Supplements.
- B. Section 01 4216 - Definitions.

**1.05 MODIFICATIONS TO GENERAL CONDITIONS:**

**ARTICLE 1.1 - BASIC DEFINITIONS**

Add the following sentence to subparagraph 1.1.1:

The Contract Documents executed in accordance with Article 1.5 shall prevail in case of inconsistency with subsequent versions made through manipulative electronic operations involving computers.

Delete the subparagraph 1.1.3 and substitute the following:

The term "Work" means the construction and services required of the Contractor by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

In line 2, subparagraph 1.1.7 delete:

"and intangible"

**ARTICLE 1.2 - CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Clauses:

1.2.1.1: In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Modifications.
2. The Agreement.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The Supplementary Conditions.
5. The General Conditions of the Contract for Construction.
6. Division 1 of the Specifications.
7. Drawings and Division 2-49 of the Specifications.
8. Other documents specifically enumerated in the Agreement as part of the Contract Documents.

1.2.1.2: In the case of conflicts or discrepancies between the Drawings and Divisions 2-49 of the Specifications, or within or among the Contract Documents and not clarified by Addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13.

**ARTICLE 1.5 - OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Add the following sentence to subparagraph 1.5.2:

The Contractor agrees to waive any and all claims against the Architect and the Architect's consultants and to defend, indemnify and hold the Architect and Architect's consultants harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the Architect's or Architect's consultants' designs, drawings and specifications.

**ARTICLE 1.6 - OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Add the following subparagraph and clause:

1.6.1: Contractor's Use of Instruments of Service in Electronic Form.

1.6.2.1: The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form in accordance with AIA Document E201 and / or AIA Document E202. The Contract Documents executed or identified in accordance with Article 1.5 shall prevail in case of an inconsistency with subsequent versions made through manipulative electronic means involving computers.

**ARTICLE 2.2 - INFORMATION AND SERVICES REQUIRED OF THE OWNER**

Delete the subparagraph 2.2.2 and substitute the following:

The Contractor shall secure and the Owner shall pay for the general building permit. The Contractor shall assist the Owner in obtaining all required governmental permits and approvals except those specifically listed elsewhere within this Agreement. The Contractor shall be responsible for obtaining the general building construction permit or permits and any remaining required special permits for permanent improvements, including insuring the procurement of the specialty permits that are required to be obtained directly by the various specialty trade subcontractors. Costs for these ancillary permits either will be paid directly by the Owner or shall be reimbursed to the Contractor as a Cost of the Work. The Contractor shall assist the Owner in connection with any additional Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Contractor shall also be responsible to provide all labor, materials and managerial assistance necessary for any required re-permitting of the Project with the jurisdictional authorities as a result of any changes to the buildings or facilities that may be required during the execution of the Work.

Delete the subparagraph 2.2.5 and substitute the following:

2.2.5: The Contractor will be furnished, free of charge, an electronic copy of the Contract Documents and subsequent modifications issued by the Architect. The creation of reproductions shall be the Contractors responsibility, with the cost for such reproductions being part of the General Conditions Cost of the Work.

**ARTICLE 3.2 - REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

Add the following subparagraph:

3.2.5: The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-Provided information, Contractor-prepared coordination drawings, reference standards, known industry standards, prior Project correspondence or documentation.

**ARTICLE 3.3 - SUPERVISION AND CONSTRUCTION PROCEDURES**

Delete the subparagraph 3.3.1 and substitute the following:

3.3.1: The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give

specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall propose changes to such means, methods, techniques, sequences or procedures. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures except to the extent caused by the negligence of the Contractor or its subcontractors.

#### **ARTICLE 3.4 - LABOR AND MATERIALS**

Add the following clauses to subparagraph 3.4.2:

3.4.2.1: After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitution, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.2.2: The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions whether approved or not, and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

#### **ARTICLE 3.5 - WARRANTY**

Add the following subparagraphs:

3.5.2: All labor, materials and/or services furnished for the Work will be free of defects from the time of Final Completion of the Work until one (1) year from the date of such Final Completion. Construction Manager shall furnish Owner with all manufacturer and dealer warranties and guarantees on equipment and materials, together with any other warranties or guarantees required by the Contract Documents.

3.5.3: Contractor warrants that it will make repairs to the Work in a timely fashion and at its sole expense. Contractor warrants that all labor, material, equipment and supplies furnished and the Work completed pursuant to the Contract will be new, free from faults and defects and in conformance with the Contract Documents. Contractor warrants that the Work will be free from any contamination by hazardous wastes or other hazardous or toxic materials of any kind, including, without limitation, asbestos, PCB's and other toxic or hazardous chemicals or materials.

3.5.4: Contractor warrants that in case of emergencies, Contractor, within twenty four (24) hours of notice (verbal or written), shall diligently and continuously pursue any necessary repairs or replacements of defects until corrected and will restore the Work to the condition required by the Contract Documents. Contractor shall restore both surface and subsurface, both collateral and primary, conditions disturbed during warranty work to their prior state. Contractor agrees that if, upon seven (7) days notice by Owner Contractor fails to diligently pursue correction of any deficiency in a continuous and expeditious manner until completion, Owner may, in its sole discretion, act to have such deficiencies corrected at Contractor's expense and such efforts by Owner shall not invalidate any conditions of



the Contract Documents or invalidate the on going warranty obligations of Contractor; and Contractor shall indemnify and hold harmless Owner from any claims, loss, damage or expense due to breach of this Warranty. Contractor's warranty obligations will survive the making of the Final Payment or any earlier termination of the Agreement.

3.5.5: Contractor shall obtain similar warranties from each of its subcontractors and suppliers, which warranties shall run in favor of the Owner. The provisions of this paragraph are supplementary to the provisions of the General Conditions relating to warranties and correction of defective work.

#### **ARTICLE 3.7 - PERMITS, FEES AND NOTICES**

Add the following sentence to subparagraph 3.7.1:

The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site. The Contractor shall secure and arrange for all necessary utility connections.

#### **ARTICLE 3.8 - ALLOWANCES**

Delete the semicolon at the end of the Clause 3.8.2.2 and add the following:

, except that if installation is included as part of an allowance in Division 1-49 of the Specifications, the installation and labor cost for greater or lesser quantities of Work shall be determined in accordance with Subparagraph 7.3.7;

#### **ARTICLE 3.10 - CONTRACTOR'S CONSTRUCTION SCHEDULES**

Delete the subparagraph 3.10.1 and substitute the following:

3.10.1: The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The construction schedule shall not be changed without the written consent of the Owner and Architect. The Construction Schedule shall: (1) be in a detailed critical path method format setting forth the dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents, (2) provide a graphic representation in CPM Chart form of all activities and events that will occur during the performance of the Work, (3) contain the same completion dates set forth in the Owner-Construction Manager Agreement; (4) shall not exceed the time limits for completion of the Work, or any portion thereof, under the Contract Documents; (5) shall set forth all activities, by level/floor and area for the entire Project and shall provide for expeditious and practicable execution of the Work and (6) be satisfactory to Owner. The Construction Schedule shall be updated and revised by the Construction Manager, at reasonable intervals not to exceed every month as the Work is completed and at the request of the Owner and/or Architect. Failure to furnish the Owner and / or Architect with a revised Construction Schedule within ten (10) days of receipt of a written request shall constitute a breach of the Contract Documents and shall be considered to be adequate cause for termination of the Contractor by the Owner. Contractor shall not be precluded and shall be encouraged as necessary to meet the time schedules to work additional hours or days if permitted by local ordinances and other applicable laws.

Add the following subparagraphs:

3.10.4: The Contractor acknowledges and agrees that Owner's direction to perform Work in accordance with the approved schedule is not a demand for acceleration or a dictation of Contractor's means or methods.

3.10.5: Daily Reports. The Contractor shall be required to submit Daily Construction Reports. Reports shall indicate number of men by trade or craft, type and location of work. It shall include Subcontractors, sub-subcontractors, and other information as requested by the Owner.

3.10.6: The Contractor shall prepare on at least a monthly basis a sufficiently detailed Progress Report in a form and of a character approved by Owner and Architect for the Project. The Progress Report shall specify, among other things, a list identifying all pending Change Orders, modifications, bulletins, GMP status, Buy-out status and amounts of available contingencies and other relevant issues and their status.

#### **ARTICLE 3.12 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

Add the following subparagraphs:

3.12.11: The Architects review of Contractor's submittals will be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

3.12.12: Throughout the execution of the Work, the Contractor shall be responsible to maintain copies of the "as-built record" drawings of all work performed as part of this Agreement. These "as-built record" drawings shall be made available by the Contractor for inspection by the Owner with adequate prior notice being provided. These drawings shall be in sufficient detail to show the full extent of the Work that was performed by the Contractor and all of their subcontractors and sub-subcontractors, and to facilitate the operation and maintenance of the buildings and facilities.

#### **ARTICLE 4.1 - ARCHITECT**

Delete the subparagraph and substitute the following:

4.1.2: The Architect's duties, responsibilities and limitations of authority are modified as follows:

The Owner will provide administration of the Contract in accordance with Paragraph 4.2.1.

The Owner will perform site visits in accordance with Paragraph 4.2.2.

The Owner and Contractor shall endeavor to communicate with each other directly about matters arising out of or relating to the Contract in accordance with Paragraph 4.2.4.

The Owner will evaluate, review, certify and issue Contractor's Applications for Payment in accordance with Paragraph 4.2.5.

The Owner will have authority to reject Work in accordance with Paragraph 4.2.6.

The Owner will prepare Change Orders and Construction Change Directives in accordance with Paragraph 4.2.8.

The Owner will conduct inspections to determine date or dates of Substantial Completion and the date of Final Completion in accordance with Paragraph 4.2.9.

#### **ARTICLE 4.2 - ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

Add the following Clause:

4.2.2.1: The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the work.

Add the following Clause:

4.2.5.1: The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional reviews of incomplete Applications for Payment due to the fault, neglect or un-substantiated request of the Contractor.

Add the following Clause:

4.2.14.1: Contractor's requests for information shall be prepared and submitted in accordance with Division 1 "General Requirements" sections on a form acceptable and approved by the Architect. The Architect will return without action request for information that do not conform to requirements of the Contract Documents. The Owner is entitled to reimbursement from the Contractor from amounts paid to the Architect for processing improper request of the Contractor.

**ARTICLE 5.2 - AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

A. Add the following Subparagraph and Clauses:

5.2.5: Not later than sixty (60) days after the date of commencement of the work, the Contractor shall furnish in writing to the owner through the Architect the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing Subcontractor.

5.2.5.1: The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.5.2: If the owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the owner or Architect has no reasonable objection. If the proposed but rejected manufacturer or fabricator was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute manufacturer's or fabricator's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.5.3: The Contractor shall not substitute a person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

**ARTICLE 7.1 - GENERAL**

Add the following Clause to Subparagraph 7.1.3:

7.1.3.1: The initiation of change processing can be accomplished by either the Owner or the Contractor issuing a Change Order Proposal. If initiated by the Owner, the Change Order Proposal shall be considered to be a request for pricing for a specific change in the Work. If initiated by the Contractor, the Change Order Proposal shall be considered to be a request for additional compensation for a specific change in the Work. If a Change Order Proposal is initiated by the Contractor, the Change Order Proposal shall be accompanied by adequate supporting information to allow the Owner to evaluate the Contractor's entitlement and pricing of the proposed change in accordance with Section 7.1.4.6 below.

Add the following Subparagraphs:

7.1.4: The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten percent of the direct cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, ten percent of the Subcontractors direct cost.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, ten percent of the direct cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-Subcontractors, ten percent of the Subcontractor's Sub-Subcontractors direct cost.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

7.1.5: In the event that the contractor submits any request for additional compensation as a result of a change or differing site condition, or as a result of delays, acceleration, or loss

of productivity, the Owner reserves the right, upon written request, to audit and inspect the Contractor's books and records relating to the project. Upon written request for an audit, the contractor shall make its books and records available within 14 days of the request. The Owner shall specifically designate the identity of the auditor. As a part of the audit, the contract shall make available its books and records relating to the project, including but not limited to bid documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily time sheets, and daily logs. The audit shall be limited to those cost items which are sought by the contractor in any change order or claim submission to the Owner.

Add the following Clauses to Subparagraph 7.2.1:

.4 That all Work affected by the change shall be included in the Change Order Request. Each Change Order constitutes a full and complete settlement for all of the direct and indirect costs and schedule extension that are associated with the scope of the Work identified within that Change Order. Consideration shall not be given at a later date for additional direct or indirect costs or time not made a part of the original Change Order request, or as may subsequently be modified by the Contractor prior to the execution of the Change Order.

## **ARTICLE 8.2 - PROGRESS AND COMPLETION**

Add the following subparagraphs:

8.2.4: The Contractor shall perform the Work in accordance with the schedule as well as within the dates specified in the Contract for Substantial and Final Completion of the Work. The time limit set forth in the Contract for Substantial Completion must govern, and the schedule must be adjusted to meet these dates.

8.2.5: If the Work is not proceeding according to the critical path schedule, the Contractor shall immediately notify the Owner in writing and prepare a Recovery Plan in accordance with the General Requirements (Division 1 of the Specifications).

8.2.6: If the Work is persistently and repeatedly behind schedule and the Owner does not believe the proposed Recovery Plan is adequate, the Owner will notify the Contractor in writing that the progress of the Work is deemed unsatisfactory and the Owner may require the Contractor to staff such additional resources as Owner determines necessary to bring the Work on schedule without additional cost to the Owner.

8.2.7: If the Contractor fails to take prompt and adequate corrective action within seven days upon receipt of Owner's written notice the Owner may terminate the Contract in accordance with Article 14.2.

8.2.8: If a monthly Project Schedule update indicates the progress of the work is deemed unsatisfactory in accordance with the Conditions of the Contract, the Construction Manager shall prepare a Proposed Recovery Schedule demonstrating Construction Manager's plan to regain the time lost. The Recovery Schedule shall be submitted either in advance of or concurrent with the Monthly Schedule Update and Construction Manager's progress request. Both the Monthly Schedule Update and the Proposed Recovery Schedule shall be based on the same percentages of completion and actual completion date accepted by the Owner.

8.2.9: The Proposed Recovery Schedule shall be based on a copy of the monthly Project Schedule update for the calendar month during which the progress is deemed unsatisfactory.

8.2.10: The Proposed Recovery Schedule shall include a narrative that identifies the causes of the delay on the critical path and provides Construction Manager's proposed corrective action to ensure timely completion of all Milestones and the Substantial Completion Date. Construction Manager's corrective actions shall include but are not limited to increasing concurrent operations, increasing labor, adding multiple shifts in a 24-hour period, and adding overtime.

8.2.11: Construction Manager's progress payment may not be processed until the Owner accepts the Proposed Recovery Schedule. Following such an acceptance, the Proposed

Recovery Schedule will be known as the Recovery Schedule and future Work will be performed by the Construction Manager in accordance with it.

8.3.1.1: In the event the Owner reasonably determines that the performance of the Work has not progressed or reached the level of completion required by the Project Schedule or the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, material, equipment and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Remedial Measures"). Such Remedial Measures shall continue until progress of Work complies with the stage of completion required by the approved Project Schedule.

8.3.1.2: The Contractor shall not be entitled to an equitable adjustment of the Contract Sum or a time extension in connection with Remedial Measures required by the Owner pursuant to Section 8.3.1 unless Remedial Measures are required to overcome actual critical delay to the progress of the Work that is not caused by the Contractor and/or its subcontractors, materialmen or suppliers.

8.3.1.3: Contractor's failure to provide notice of any delay to Owner as provided herein shall result in a waiver of all claims relating to such delay for the period before the Contractor gives the Owner such notice. If the Owner fails to take action to cure the cause of said delay promptly after receipt of such notice, the Project Schedule and Contract Time shall be extended by Change Order to the extent such actual critical delay prevents Contractor from complying with the Work Schedule and if the performance of the Work is not, was not or would not have been delayed by any other cause for which the Contractor is responsible under the Contract Documents. Contractor shall provide in all subcontracts that a subcontractor shall not be entitled to any extension of the Contract Time or a price adjustment unless: (i) subcontractor give the Contractor notice in writing of the causes of such delay, obstruction, hindrance or interference within five (5) business days of the commencement thereof; (ii) subcontractor demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof; (iii) that such delay, obstruction, hindrance or interference is not caused by the subcontractor or its suppliers and; (iv) that it could not be avoided or limited by the Contractors timely action to prevent or minimize such delay. As used in this Section 8.3.1, the term "critical path" shall mean causing a delay to activities showing no float based on the Construction Schedule provided by the Contractor.

## **ARTICEL 9.2 - SCHEDULE OF VALUES**

Add the following subparagraph to Section 9.1:

9.2.1: The Schedule of Values shall be updated monthly to reflect any contingency utilization. Transfer of Buy-out Savings to Construction Manager's Contingency shall be subject to the restrictions identified in the Agreement.

## **ARTICLE 9.3 - APPLICATIONS FOR PAYMENT**

Add the following sentence to Section 9.3.1:

The form of Application for Payment, duly notarized, shall be a current edition of AIA Document G702, Application and Certificate for Payment, supported by a current edition of AIA Document G703, Continuation Sheet.

Add the following clause to subparagraph 9.3.1:

9.3.1.3: Until the work is 50 percent complete, the Owner shall pay 90% of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, the Owner shall pay 95% of the amount due the Contractor on account of progress payments.

9.3.1.3: Until the work is 50 percent complete, the Owner shall pay 90% of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, the Owner shall pay 100% of the amount due the Contractor on account of progress payments.

9.3.1.3: Adjustments to retainage may be made at the sole discretion of the Owner and the Architect. Adjustments to retainage being held on subcontractors may be made with the Owner's and Architect's approval to the retainage requirements to the maximum extent that no further retainage will be withheld from the amount of a Schedule of Values line item from payments due and owing to subcontractors after fifty percent (50.0%) of such Work is complete and satisfactory to the Owner, the Architect and the Construction Manager. This right to request that no further retainage be withheld for future Work shall not be retroactive to any retainage already held. This provision is not applicable to any retainage held on the Construction Manager's self-performed work, or on the amounts of general conditions expenditures or Construction Manager's fees (if retainage is being withheld from general conditions or fees). The remaining retainage previously withheld by the Owner shall be released to the subcontractors within thirty (30) days after satisfactory completion of the subcontractors Work as determined by the Owner and the Construction Manager, subject to approval of construction lender(s).

Add the following subparagraph:

9.3.4: As a condition precedent to payment of monthly requisitions and the final requisition, the contractor shall provide, on a monthly basis, releases from all subcontractors and major suppliers which represent that the subcontractor has been paid in full for all amounts requisitioned by the general contractor prior to the current requisition, and that the subcontractor has released all mechanic's liens and claims through the prior payment period.

#### **ARTICLE 9.5 - DECISION TO WITHHOLD CERTIFICATION**

Add the following clauses to Subparagraph 9.5.1:

- .8 failure of the Contractor to provide updated Monthly Status Reports and approved, updated and revised progress schedules; or
- .9 the filing of a lien or attachment or a reasonable basis to believe that a lien or claim may be filed, except if the lien is the result of Owner's nonpayment of an amount contained in a previously submitted pay application over which no good-faith dispute exists between Owner and Contractor; or
- .10 failure to comply with the Construction Schedule; or
- .11 erroneous estimates by the Contractor of the values of the Work performed; or
- .12 the existence of any event of default under the Contract.

#### **ARTICLE 9.8 - SUBSTANTIAL COMPLETION**

Delete paragraph 9.8.1 and substitute the following:

9.8.1: Substantial Completion for the Project is the date that the Temporary Certificate of Occupancy ("TCO") is issued for the entire Project by the local code officials, and the Work is sufficiently complete to be accepted by the Owner. In the case of multiple TCO's, the date of Substantial Completion shall be the date when the last TCO covering the Project is issued. If the TCO is delayed for any reason whatsoever beyond the Contractor's control, then the Substantial Completion date for the impacted area shall be the date when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

Add the following clause to subparagraph 9.8.3:

- 9.8.3.1: The list may incorporate any deficiencies that were originally identified by the Contractor or Architect but not yet satisfactorily resolved. Contractor shall have fifteen (15) days (unless the work required is of such a nature that it cannot reasonably be completed within fifteen (15) days in which case Contractor shall immediately commence the correction of the item in question and complete same as soon thereafter as reasonably possible, but in any event within thirty (30) days after delivery of Substantial Completion.
- 9.8.3.2: Except with the consent of the Owner, the Architect will perform no more than one inspection and one re-inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents.

The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

Delete the second sentence of subparagraph 9.8.5 and substitute the following:

9.8.5: Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payments to 100 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

#### **ARTICLE 9.10 - FINAL COMPLETION AND FINAL PAYMENT**

Add the following clauses to subparagraph 9.10.1:

9.10.1.1: If the rectification of the items on the Punchlist is not complete, Contractor will be allowed five (5) additional days to complete the Punchlist. If necessary, a second and final walk-through inspection will be conducted by the Architect and any Punchlist work remaining after the second walk-through may, at Owner's option, be completed by Owner and any costs incurred by Owner (including supervision, subcontractor labor, materials, equipment and other miscellaneous expenses) will be charged to Contractor. At Owner's election, Owner may withhold from payment not less than 150% of the cost to complete all unfinished Punchlist items until the work has been completed to the Architect's reasonable satisfaction.

9.10.1.2: Except with the consent of the Owner, the Architect will perform no more than one inspection and one re-inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

Add the following clause to Subparagraph 9.10.2:

9.10.2.1: In addition, the Owner also requires that (i) a Certificate of Final Payment has been issued by the Architect, (ii) all "punchlist" items have been fully completed to the reasonable satisfaction of Owner and Architect (except for disputed items), (iii) the final certificate of occupancy or completion and all final governmental and utility authority permits have been issued, (iv) Contractor has delivered to Owner all previously undelivered manufacturer and subcontractor guarantees and warranties; (v) Contractor has delivered to Owner release of lien as well as satisfactions of lien for any claims of lien filed on account of the Work (unless transferred to bond by Contractor, the final affidavit, and such other waivers and releases as Owner, the Owner's lender and its title insurer may reasonably require in order to assure lien-free completion of all of the Work (including any equitable lien claims), subject to the condition that the final payment being made to the Contractor is paid within the aforementioned time period; (vi) Construction Manager has delivered to Owner and Architect "as built" drawings for the Work detailing all changes or deviations from the original Contract Documents; and (vii) Contractor has fully cleaned and restored the site with respect to all of the final punchlist work including, without limitation, removal of all excess materials, rock, sand, paving and miscellaneous debris, supplies, equipment and trailers; (viii) all temporary utilities are disconnected; and (ix) Contractor has complied with all other requirements of the Contract Documents.

Add the following subparagraph:

9.10.6: Owner shall have the right to make payment (either directly or by joint or multiple party check) to any lienor listed on Contractor's partial or final affidavit as unpaid, or any other lienor who has given written notice to the Owner or whose existence is otherwise known to Owner, provided, that Owner may withhold payments to any subcontractor with whom a dispute exists. Owner shall not directly pay any lienor for claims of lien, which have been transferred to bond, unless the Contractor refuses to endorse a joint or multiple party check to any lienor. Contractor shall be a party on all joint or multiple party checks issued by Owner. Endorsement by any payee of a joint or multiple party check shall be deemed payment to that party for the full amount of the check. Contractor's acceptance of the Final Payment shall release Owner from any further liability for any additional payments or compensation in connection with the construction of the Work, unless otherwise agreed in writing at that time.

**ARTICLE 10.2 - SAFETY OF PERSONS AND PROPERTY**

Add the following Clauses to subparagraph 10.2.4:

10.2.4.1: When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

10.2.4.2: If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

Add the following subparagraphs:

Contractor agrees to keep the jobsite in a clean and orderly manner at all times. Construction Manager shall not less than daily collect and deposit all construction debris in an on-site refuse dumpster and shall remove all excess construction debris from the jobsite on a regular basis. If Contractor fails to keep the jobsite in a clean and orderly manner, Owner may, upon providing at least twenty-four (24) hours prior written notice to the Contractor, perform such duties on behalf of the Contractor. Any such costs, which are the responsibility of the Contractor, may be offset by Owner against any payments due under the Agreement.

**ARTICLE 11.1 - CONTRACTOR'S LIABILITY INSURANCE**

Delete the semicolon at the end of Section 11.1.1.1 and add:

, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

Delete the semicolon at the end of Section 11.1.1.2 and add:

or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section; Add the following Sections 11.1.2.1 through 11.1.2.4 to Section 11.1.2:

11.1.2.1: The limits for Worker's Compensation and Employers' Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statute are to be provided, (2) the employer is not statutorily bound to obtain such insurance coverage, or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

11.1.2.2: The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows: Each Occurrence: \$1,000,000. General Aggregate: \$2,000,000. Umbrella or Excess Liability:

\$1,000,000. 1. The policy shall be endorsed to have the General Aggregate apply to the Project only. 2. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201 under Section 3.18.

11.1.2.3: Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage: Each Occurrence: \$1,000,000.

11.1.2.4: Umbrella or Excess Liability: Each Occurrence: \$1,000,000.

Add the following subparagraphs to Article 11.1: 11.1.5: All insurance policies shall provide that no cancellation of the policy or endorsement shall be effective until the tenth day following the mailing of written notice of such cancellation to the Architect and to the Owner. 11.1.6: Maintenance of insurance and endorsements by the Contractor as specified in this Article shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at his own expense, such additional insurance as he deems necessary. 11.1.7: The Contractor shall require all his Subcontractors (unless otherwise approved by the Owner and Architect) to carry insurance at least equal to that required by Paragraphs 11.1.2 of this Article.

**ARTICLE 11.3 - PROPERTY INSURANCE** Delete Section 11.3.1.4 and substitute the following: 11.3.1.4: The Contractor shall at the



Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.dd Add the following Section 11.3.1.6 to Section 11.3.1:dd 11.3.1.6: The insurance required by Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Section 11.3.7.dd **ARTICLE 11.4 - PERFORMANCE BOND AND PAYMENT BOND**dd Delete Subparagraph 11.4.1 and substitute the following:dd 11.4.1: The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.dd Add the following clauses to subparagraph 11.4.1:dd 11.4.1.1: The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.dd 11.4.1.2: The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.dd **ARTICLE 12.2 - CORRECTION OF WORK**dd Add the following clause to subparagraph 12.2.2:dd 12.2.2.4: Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.dd **ARTICLE 13.5 - TESTS AND INSPECTIONS**ddA.d Delete Subparagraph 13.5.1 and substitute the following:dd 13.5.1: Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules, regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with the Owner's testing laboratory, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to proper execution of the work. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.dd **ARTICLE 15 - CLAIMS AND DISPUTES**dd Add the following sentence to Clause 15.1.5.1:dd Any right to make a Claim for an increase in the Contract Time is subject to the terms and conditions of Article 7 above.dd Add the following Clauses to subparagraph 15.1.5:dd 15.1.5.3: Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.dd 15.1.5.4: The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.dd Add the following sentence to subparagraph 15.1.6:dd 15.1.6: If before expiration of 30 days from the date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any acts or omission of the Owner or Contractor, the the waiver of consequential damages by the Owner and Contractor contained in this Section 15.1.6 shall be applicable to claims by the Contractor against the

Ogden School District  
Mount Ogden Junior High School - Fire Alarm Upgrade

Architect.d**PART 2 PRODUCTS - NOT USED**d**PART 3 EXECUTION - NOT USED**d**END**  
**OF DOCUMENT**

**SECTION 01 2000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.

**1.03 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify bonds and insurance.
- E. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- G. Submit three copies of each Application for Payment.
- H. Include the following with the application:
  - 1. Transmittal letter as specified for Submittals in Section 01 3000.
  - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
  - 3. Conditional lien release upon payment Subcontractors and vendors.
  - 4. Unconditional lien release for previous payments.
  - 5. Affidavits attesting to off-site stored products.
- I. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

**1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.

- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change. Contractor shall prepare and submit a fixed price quotation within 14 days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
  - 1. Provide a substantiation of cost utilizing CSI form 13.6a, Change Order Request (Proposal).
  - 2. Provide a proposal worksheet summary utilizing CSI Form 13.6d, Proposal Worksheet Summary attached.
  - 3. Provide a detailed worksheet utilizing CSI Form 13.6c, Proposal Worksheet Detail.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- F. Substantiation of Costs: Provide full information required for evaluation.
  - 1. provide following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

**1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 7000.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 3000**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electronic document submittals.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Submittals for review, information, and project closeout.
- G. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3117 - Request for Interpretation.
- B. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.

**1.03 PROJECT MANAGEMENT - ENVIRONMENTAL**

- A. Designate an on-site party responsible for overseeing the Contractor's conformance to environmental goals for the project and implementing procedures for environmental protection.
  - 1. Responsibilities shall include:
    - a. Implementation of the Waste Management Plan.
    - b. Implementation of the IAQ Management Plan.
    - c. Monitoring and documentation of environmental procedures.
    - d. Environmental training of Contractor's and Subcontractor's personnel.
- B. Perform project quality control in accordance with requirements specified in Related Sections, including:
  - 1. 01 5721 - Indoor Air Quality Controls
  - 2. 01 7419 - Construction Waste Management and Disposal
- C. Contractor's Environmental Training Program: Contractor shall provide environmental training for workers performing work on the project site. Training shall include the following:
  - 1. Overview of environmental issues related to the building industry.
  - 2. Overview of environmental issues related to the Project.
  - 3. Review of site specific procedures and management plans:
    - a. 01 5721 - Indoor Air Quality Controls
    - b. 01 7419 - Construction Waste Management and Disposal

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 ELECTRONIC DOCUMENT SUBMITTALS**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via email or uploaded to the Architect via Newforma® Project Center.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, and any other document any participant wishes to make part of the project record.
  - 2. It is Contractor's responsibility to submit documents in PDF format.
  - 3. Subcontractors, suppliers, and Architect's consultants will be permitted to Newforma® Project Center at no extra charge.

4. Users of Newforma® Project Center need an email address, Internet access, and PDF review software (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)).
  5. Paper document transmittals will not be reviewed.
  6. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

### **3.02 PRECONSTRUCTION MEETING**

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
1. Owner.
  2. Architect.
  3. Contractor.
- C. Agenda:
1. Execution of Owner- Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Submission of schedule of values, and progress schedule.
  5. Designation of personnel representing the parties to Contract and Architect.
  6. Communication and Correspondence requirements.
  7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  8. Scheduling.
  9. Claims for delays.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 SITE MOBILIZATION MEETING**

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Site Mobilization Meeting may be combined with the Preconstruction Meeting.
- C. Attendance Required:
1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's Superintendent.
  5. Major Subcontractors.
- D. Agenda:
1. Use of premises by Owner and Contractor.
  2. Owner's requirements and occupancy prior to completion.
  3. Construction facilities and controls provided by Owner.
  4. Temporary utilities provided by Owner.
  5. Survey and building layout.
  6. Security and housekeeping procedures.
  7. Schedules.
  8. Application for payment procedures.
  9. Procedures for testing.
  10. Procedures for maintaining record documents.
  11. Requirements for start-up of equipment.
  12. Inspection and acceptance of equipment put into service during construction period.

- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.05 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216**

### **3.06 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

### **3.07 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

### **3.08 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. IAQ Management Plan.
  - 6. Final Summary Of Solid Waste Disposal And Diversion.
  - 7. Other types as indicated.
- B. Environmental Record Documents:
  - 1. Product Data for filtration media: As specified in Section 01 5721 - Indoor Air Quality Controls (IAQ).
  - 2. Moisture Control inspections and reports: As specified in Section 01 5721 - Indoor Air Quality Controls (IAQ).
  - 3. Environmental Product Data: As specified in Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
  - 4. Chain-of-Custody Data: As specified in Section 01 6000 - Product Requirements.
  - 5. Final Summary Of Solid Waste Disposal And Diversion: As specified in Section 01 7419 - Construction Waste Management and Disposal.
- C. Submit for Owner's benefit during and after project completion.

### **3.09 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specifications sections; samples will be returned to Contractor.
  - 1. Contractor to maintain record copies of returned samples on-site.

### **3.10 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

**END OF SECTION**



**SECTION 01 3117**

**CONTRACTOR REQUEST FOR INTERPRETATION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Administrative requirements for Request for Interpretation.

**1.02 RELATED SECTIONS**

- A. Section 01 3000 Administrative Requirements:

**1.03 DEFINITIONS**

- A. Request for interpretation: A document submitted by the Contractor requesting Interpretation or clarification of a portion of the Contract Documents that is required to properly perform the work, hereinafter referred to as RFI.
  - 1. Request shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect. In the RFI form the Contractor shall set forth their own interpretation or understanding of the requirement along with reasons why they have reached such an understanding. The Architect will review all RFI's to determine whether the RFI is within the meaning of this term.
- B. Proper RFI's:
  - 1. A properly prepared Request for Interpretation shall include a detailed written statement that indicates the specific drawing or specification section in need of clarification and the nature of the clarification requested.
    - a. Drawing(s) shall be identified by drawing number and location on the drawing sheet.
    - b. Specification shall be identified by section number, page and paragraph.
- C. Improper RFI's:
  - 1. RFI's that are not properly prepared.
  - 2. Improper RFI's will incur additional processing expenses to the Architect.
- D. Frivolous RFI's:
  - 1. Frivolous RFI's are RFI's that request interpretation that is clearly shown on the Contract Documents.
  - 2. Frivolous RFI's may be returned unanswered or may be processed by the Architect at standard hourly rates.

**1.04 ADDITIONAL SERVICES**

- A. Improper RFI's and Frivolous RFI's: The Architect may charge the Owner for additional services at the Architect's standard hourly rate for the additional processing expenses incurred from Improper and Frivolous RFI's. Such cost will be deducted from monies still due the Contractor.
  - 1. The Contractor will be notified in writing by the Architect prior to the processing of Improper and Frivolous RFI's.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 CONTRACTOR'S REQUEST FOR INTERPRETATION**

- A. When the Contractor is unable to determine from the Contract Documents the material or system to be installed, the Architect shall be requested to make a clarification of the indeterminate item.
  - 1. Wherever possible, such clarification shall be requested at the next appropriate project meeting, with the response entered into the meeting minutes. When clarification at the meeting is not possible, either because of the urgency of the need, or the complexity of the item, Contractor shall prepare and submit an RFI to the Architect.

2. If clarification of an item is required of a document known to have been prepared by a consultant the Architect, the Contractor may NOT direct the RFI directly to the consultant. Each RFI shall be processed through the Architect.
- B. RFI's shall be submitted on CSI form 13.2a - Request for Interpretation or similar form approved by Architect.
  1. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after photo copying or transmission by email.
  2. RFI's shall be submitted in numerical order with no breaks in the consecutive numbering.
  3. Each page or attachments to RFI's shall bear the RFI number and shall be consecutively numbered in chronological order.
- C. RFI's shall be originated by the Contractor.
  1. RFI's from subcontractor's or material suppliers shall be submitted through, reviewed by, and signed by the Contractor prior to submittal to the Architect utilizing the proper form.
    - a. Pass through RFI's from subcontractors will be considered an Improper RFI.
  2. RFI's sent by a subcontractor or material supplier directly to the Owner, Owner's Representative, Architect or the Architect's consultants shall not be accepted and will be returned unanswered.
- D. RFI's issued to request clarification of coordination issues, clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall fully lay out a suggested solution using drawings or sketches drawn to scale and submit same with the RFI. RFI's which fail to include a suggested solution will be returned unanswered with a requirement that the Contractor submit a complete request.
- E. RFI's shall not be used for the following purposes:
  1. To request approval of products.
  2. To request approval of substitutions.
  3. To request changes which entail additional cost or credits to the contract sum.
  4. To request methods of performing work different that those shown or specified.
- F. The Contractor shall prepare and maintain a log of RFI's for review at Progress Meetings. The Contractor shall note unanswered RFI's in the log.

### **3.02 ARCHITECT'S RESPONSE TO RFI'S**

- A. Contractor shall allow time for the Architect's review and response for RFI's as stated in the Conditions of the Contract, after receipt at Architect's office, however, the Architect will endeavor to respond in a timely manner. If additional time is required beyond the days stated in the Conditions of the Contract, the Architect shall notify the Contractor in writing.
  1. RFI's shall NOT state requested or required date/time for response, however, the RFI should be identified as urgent if the critical path schedule is affected.
  2. The Contractor shall endeavor to foresee and coordinate all future work activities to avoid schedule delays as a result of RFI processing.
  3. Lack of foresight or coordination resulting in urgent RFI's will not be grounds for changes in Contract Time.
- B. Architect will respond to properly prepared RFI's in one of the following manners:
  1. Directly upon the RFI form or attachments;
  2. or Supplemental Information Form;
  3. or Sketches.
- C. The Architect may opt to retain RFI's for discussion during regularly scheduled project meetings for inclusion of responses in meeting minutes in lieu of responding in written form. Responses shall be recorded in the meeting minutes and reflected in the Contractor's RFI log.
- D. Responses from the Architect will not change any requirement of the Contract Documents unless so noted by the Architect in the response to the RFI. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Documents, the Contractor shall immediately give written notice to the Architect within 14 days

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of Architect's response stating that the Contractor considers the response to be a Change Order. Failure to give complete written notice shall waive the Contractor's right to seek additional time or cost.

**END OF SECTION**

**SECTION 01 3216  
CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, with network analysis diagrams and reports.
- C. Recovery Schedules.

**1.02 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. Within 10 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

**1.03 RECOVERY SCHEDULES**

- A. If a Monthly Schedule Update indicates the progress of the work is deemed unsatisfactory in accordance with the Conditions of the Contract, the Contractor shall prepare a Proposed Recovery Schedule demonstrating Contractor's plan to regain the time lost. The Recovery Schedule shall be submitted either in advance of or concurrent with the Monthly Schedule Update and Contractor's progress request. Both the Monthly Schedule Update and the Proposed Recovery Schedule shall be based on the same percentages of completion and actual completion date accepted by the Owner.
- B. The Proposed Recovery Schedule shall be based on a copy of the Monthly Schedule Update for the calendar month during which the progress is deemed unsatisfactory.
- C. The Proposed Recovery Schedule shall include a narrative that identifies the causes of the delay on the critical path and provides Contractor's proposed corrective action to ensure timely completion of all Milestones and the Substantial Completion Date. Contractor's corrective actions shall include but are not limited to increasing concurrent operations, increasing labor, adding multiple shifts in a 24-hour period, and adding overtime.
- D. Contractor's progress payment may not be processed until the Owner accepts the Proposed Recovery Schedule. Following such an acceptance, the Proposed Recovery Schedule will be known as the Recovery Schedule and future Work will be performed by the Contractor in accordance with it.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a preliminary network diagram.

**3.02 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Architect. Indicate decision dates for

selection of finishes. Include scheduled for owner-furnished products and products identified under Allowances, if any.

- E. Indicate delivery dates for owner-furnished products and products identified under Allowances, if any.
- F. Coordinate content with schedule of values specified in Section 01 2000.
- G. Provide legend for symbols and abbreviations used.

### **3.03 NETWORK ANALYSIS**

- A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.
- B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
  - 1. Preceding and following event numbers.
  - 2. Activity description.
  - 3. Estimated duration of activity, in maximum 15 day intervals.
  - 4. Earliest start date.
  - 5. Earliest finish date.
  - 6. Actual start date.
  - 7. Actual finish date.
  - 8. Latest start date.
  - 9. Latest finish date.
  - 10. Total and free float; float time shall accrue to Owner and to Owner's benefit.
  - 11. Monetary value of activity, keyed to Schedule of Values.
  - 12. Percentage of activity completed.
  - 13. Responsibility.
- D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and recomputation of all dates and float.
- E. Required Reports: List activities in sorts or groups:
  - 1. By preceding work item or event number from lowest to highest.
  - 2. By amount of float, then in order of early start.

### **3.04 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

### **3.05 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

### **3.06 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner, and other concerned parties.

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- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

**END OF SECTION**

**SECTION 01 4000  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Mock-ups.
- B. Control of installation.
- C. Tolerances.
- D. Testing and inspection services.
- E. Manufacturers' field services.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 4216 - Definitions.

**1.03 SUBMITTALS**

- A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit report within 30 days of observation to Architect for information.
  - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- F. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.

1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

#### **1.04 REFERENCES AND STANDARDS**

#### **1.05 TESTING AND INSPECTION AGENCIES**

- A. Owner will employ and pay for services of an independent testing agency to perform specified testing and inspection.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

##### **3.02 MOCK-UPS**

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

##### **3.03 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

##### **3.04 TESTING AND INSPECTION**

- A. Testing Agency Duties:
  1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  2. Perform specified sampling and testing of products in accordance with specified standards.
  3. Ascertain compliance of materials and mixes with requirements of Contract Documents.



4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  5. Perform additional tests and inspections required by Architect.
  6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency may not approve or accept any portion of the Work.
  3. Agency may not assume any duties of Contractor.
  4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **3.05 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **3.06 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION**

**SECTION 01 4216**  
**DEFINITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 6000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

**1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Made of wood from newly cut old growth timber.
- C. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
  - 2. Have longer documented life span under normal use.
  - 3. Result in less construction waste.
  - 4. Are made of vegetable materials that are rapidly renewable.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

### **PART 3 EXECUTION**

#### **3.01 SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- G. Substitution Submittal Procedure:
  - 1. Transmit request for substitution with three copies of the Substitution Request form, CSI Form 13.1A.
  - 2. Submit one electronic copy of request for substitution for consideration. Limit each request to one proposed substitution.
  - 3. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 4. The Architect will notify Contractor in writing of decision to accept or reject request.

#### **3.02 TRANSPORTATION AND HANDLING**

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

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- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Prevent contact with material that may cause corrosion, discoloration, or staining.
- I. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- J. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**SECTION 01 7000**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, except payment procedures.
- I. General requirements for maintenance service.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
- D. Submit Final Cleaning program indicating administrative, procedural, and product requirements for final cleaning.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.03 QUALIFICATIONS**

- A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

**1.04 PROJECT CONDITIONS**

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

- E. Smoking Control: Provide methods and means to prevent smoking near or within facilities once the superstructure is in place and work on the building are upon completion of the superstructure and commencement of the exterior enclosure.

#### **1.05 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

#### **1.06 CLEANING REQUIREMENTS**

- A. Special cleaning requirements for specific construction elements are included in appropriate sections.

#### **1.07 FINAL CLEANING REQUIREMENTS**

- A. Purpose: To employ processes that utilize equipment and products to ensure a clean environment for the building occupants while reducing contaminants to the extent technologically and economically feasible.

### **PART 2 PRODUCTS**

#### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on Drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and \_\_\_\_\_.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations, and \_\_\_\_\_.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.



- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.06 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- I. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.07 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.08 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.09 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.10 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

### **3.11 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Division 23 and Mechanical Drawings.

### **3.12 FINAL CLEANING**

- A. Execute final cleaning prior to Substantial Completion.
- B. Cleaning Equipment:
  - 1. Vacuum cleaner must meet the requirements of the Carpet and Rug Institute Green Label Program and will be capable of capturing 96% of particulates 0.3 microm in size.
  - 2. Hot water extraction equipment for deep cleaning carpets will be capable of removing sufficient moisture so that the carpet will dry in less than 24 hours.
  - 3. Powered custodial equipment including floor buffers, burnishers and automatic scrubbers will be equipped with vacuum, guards and/or other devices for capturing fine particles.
  - 4. Use micro fiber dusting cloths and flat mops to capture dirt and remove it.
- C. Use cleaning materials that are nonhazardous.

1. Comply with Geen Seal GS 37 for general purpose cleaning and bathroom cleaning. Use natural cleaning materials where feasible.
- D. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- F. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- G. Clean filters of operating equipment.
- H. Clean debris from roofs, gutters, downspouts, and drainage systems.
- I. Clean site; sweep paved areas, rake clean landscaped surfaces.
- J. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.13 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  1. Provide copies to Architect and Owner.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

### **3.14 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

**SECTION 01 7800**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

### **3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide servicing and lubrication schedule, and list of lubricants required.
- E. Include manufacturer's printed operation and maintenance instructions.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Provide control diagrams by controls manufacturer as installed.

- I. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- J. Include test and balancing reports.
- K. Additional Requirements: As specified in individual product specification sections.

### **3.05 OPERATION AND MAINTENANCE MANUALS**

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- G. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- H. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Photocopies of warranties and bonds.

### **3.06 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include photocopies of each in operation and maintenance manuals, indexed separately on Table of Contents.

**END OF SECTION**