

CONSTRUCTION DOCUMENTS – ISSUED FOR BID

**TROUP COUNTY GOVERNMENT CENTER
LIGHT FIXTURE CONVERSION – PHASE I**

LaGrange, Georgia

June 7, 2022



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SECTION 001116 - INVITATION TO BID AND INSTRUCTIONS TO BIDDER

10.1 PROJECT IDENTIFICATION AND DEFINITIONS

- A. Owner will receive sealed Bids for:
Troup County Government Center Light Fixture Conversion Phase I plus all addendums.
- B. Owner is:
Troup County Board of Commissioners
100 Ridley Avenue
LaGrange, Georgia.
- C. Architect is: 2WR Partners 11 Ninth Street, Suite 120
Columbus, GA 31901
- D. Project consists of:
 - 1. Project consists of providing all materials, labor, equipment, supervision, and services required to perform new lighting in the Troup County Government Center in accordance with the Contract Documents.
- E. Bids will be received for single contract including:
 - 1. All work described in the Contract Documents.
- F. Bids shall be prepared on the enclosed forms and submitted to the Architect as follows.
 - 1. Bids not conforming to Instructions to Bidders will be disqualified and considered nonresponsive.
 - 2. Bids shall be for the performance of all work indicated by the Contract Documents for the project. **NO EXCLUSIONS will be accepted.**

- G. Bids are due at the time and address as advertised in the REQUEST FOR SEALED BIDS by Troup County Government Purchasing Department.

Attention: Diana Evans – Purchasing Director
EMAILED BIDS WILL NOT BE ACCEPTED.

The Troup County Commissioners reserve the right to reject any or all bids, to accept a bid other than the lowest bid, to waive, at its sole discretion, any irregularity in any bid.

10.2 DOCUMENTS

- A. Contract between Owner and Contractor: Contract Documents listed in Agreement. Also see Section "Agreement Form."
- B. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Architect assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- C. Owner and Architect in making copies of Bidding Documents available on above terms do so only for purpose of obtaining Bids on Work and do not confer license or grant for any other use.

10.3 QUALIFICATIONS OF BIDDERS

- A. Owner may make such investigation as it deems necessary to determine ability of Bidder to perform Work, and Bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves right to reject any Bid if evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out obligations of Contract and to complete Work contemplated therein. Conditional Bids and voluntary alternates will not be accepted.
- B. Bidding firms will not be considered qualified if:
1. Firm, or principals thereof, have defaulted on any contract, bid or bond within preceding 36 months.
 2. Firm has had no previous experience in performance of Work being bid.
 3. Firm, as name entitled, has not been in operation in this type of Work for period of 24 months prior to this bid date.
 4. Firm has not been awarded any prior contracts of similar amount and kind.
 5. Firm, or principals thereof, have failed in faithful performance during warranty or guarantee period on previous Work.
 6. Firm is found to have misstated or omitted any material fact in this prequalification statement.
- C. Each Bidder may be called upon to provide Owner with following information:

1. Comprehensive financial statement showing current balance of unencumbered net worth equal to at least 10% of value of anticipated bid price.
2. Comprehensive list of personnel and equipment available for performance of Work to be bid.
3. Complete list of all contract work performed, or under construction if contract(s) awarded within previous 5 yr period prior to bidding.

10.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Bidders shall carefully examine contract documents and site to obtain first-hand knowledge of existing conditions. No subsequent extras will be allowed due to any claim of lack of knowledge for conditions which can be determined by examining site and contract documents.
- B. Extent of repairs is approximately represented on Drawings. Actual locations and extent of repair may deviate from that represented on Drawings based on field conditions.
- C. Submission of Bid shall constitute warranty that:
 1. Bidder and all Subcontractors it intends to use have carefully and thoroughly reviewed Contract Documents and have found them complete and free from ambiguities and sufficient for purposes intended; further that,
 2. Bidder and all workers, employees and Subcontractors it intends to use are skilled and experienced in type of construction represented by Contract Documents bid upon; further that,
 3. Neither Bidder nor any of its employees, agents, suppliers or Subcontractors have relied on any verbal representations from Owner, Architect, or any of their employees, agents, or consultant, in assembling Bid figure; and further that,
 4. Bid figure is based solely on Contract Documents, including properly issued written addenda, and not upon any other written representation.
- D. Bidder shall identify, prior to bid, all errors and/or discrepancies in Contract Documents that would be apparent to reasonably diligent Bidder. In no case shall Bidder, if selected as Contractor, be permitted any extra amount of time or money to complete project, or expenses incurred as result of such errors or discrepancies.

10.5 RESOLUTION OF DISCREPANCIES AND AMBIGUITIES

- A. All questions about meaning or intent of Contract Documents shall be submitted to Architect in writing through the Purchasing Director at devans@troupc.org.

Replies will be issued by Addenda delivered to all parties recorded by Architect as having received Contract Documents for Bidding. Questions received less than 10 days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. The last day for bidder questions regarding the project and the final day for issuing addendum will be determined at the Mandatory Pre-Bid Conference defined in section 10.14 of this specification.

- B. Any Addendum issued during pre-bid period shall be included in Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

10.6 SUBSTITUTED MATERIAL AND EQUIPMENT

- A. Contract, if awarded, will be on basis of material and equipment described in Drawings or specified in Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in Drawings or specified in the Specifications that substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Architect, application for such acceptance will not be considered by Architect until after "effective date of Agreement."

- B. In advance of notice of Award, apparent successful Bidder, and any other Bidder so requested, will within seven days after day of Bid Opening submit to Owner list of substitutions proposed for products or materials specified for Project. After Award of Contract, procedure for submittal of any such application by Contractor and consideration by Architect is set forth in Division 1 Sections, "Product Requirements" and "Product Substitution Procedures."

10.7 BASIS FOR BIDS

- A. Bids are based on lump sum contract at unit prices. Work Item quantities are based on Architect's estimates.

10.8 PREPARATION OF BIDS

- A. Bid Form is bound herewith. Bid Forms must be completed in ink or by typewriter.
- B. Bids must be made in form given in this Project Manual. No oral, telephonic or telegraphic Bids will be considered. Bids shall be signed by Bidder giving full name and business address. State whether Bidder is individual, partnership or corporation.
- C. Each Bidder shall fill in all blanks on Bid Forms and quote on all alternates required. State all quotations in words and figures. In case of discrepancy between amount stated

in words and amount stated in figures, amount stated in words shall govern. Entire Bid shall be without interlineation, alteration or erasure.

- D. Bids by corporations shall be executed in corporate name by president, vice-president or other corporate officer (accompanied by evidence of authority to sign) and corporate seal shall be affixed and attested by secretary or assistant secretary. Corporate address and state of incorporation shall be shown below signature.
- E. Bids by partnerships shall be executed in partnership name and signed by partner. Partner's title must appear under partner's signature and official address of partnership must be shown below signature.
- F. Bids not signed by individuals making them shall have attached thereto power of attorney evidencing authority to sign Bid in name of person for whom it is signed.
- G. All names must be typed or printed legibly below signature.

10.9 SUBCONTRACTOR LISTING

- A. If Supplementary Conditions require identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of Notice of Award, apparent successful Bidder, and any other Bidder so requested, shall within seven days after day of Bid opening submit to Owner list of all Subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of Work as to which such identification is so required. Such list shall be accompanied by experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner.
- B. If Owner or Architect after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may request apparent Successful Bidder to submit acceptable substitute before giving Notice of Award. If apparent successful Bidder declines to make any such substitution, contract shall not be awarded to such Bidder. Any Subcontractor, other person or organization so listed and to whom Owner or Architect does not make written objection prior to the giving of Notice of Award will be deemed acceptable to Owner and Architect.
- C. In contracts where Contract Price is on basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to Notice of Award, shall identify in writing to Owner those portions of Work that such Bidder proposes to subcontract and after Notice of Award may only subcontract other portions of Work with Owner's written consent.
- D. No Contractor shall be required to employ any Subcontractor, other person or organization against whom it has reasonable objection.

10.10 IDENTIFICATION AND SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in Invitation to Bid and shall be placed in opaque sealed envelope, marked with Project title, and name and address of Bidder, and accompanied by other required documents.

10.11 MODIFICATION OR WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written or telegraphic request dispatched by Bidder in time for delivery, in normal course of business, prior to time fixed for opening of Bids, provided that written confirmation of any telegraphic withdrawal, over signature of Bidder, is placed in mail and postmarked prior to time set for opening Bids.

10.12 GOVERNING LAWS AND REGULATIONS

- A. No Contractor shall discriminate against any employee or applicant for employment, to be employed in performance of contract, with respect to their hire, tenure, terms, conditions or privileges of employment, because of their race, color, religion, gender, national origin or age pursuant to requirements of all applicable federal and state statutes.
- B. Each Bidder shall make affidavit that its Bid is genuine and not sham or collusive or made in interests or on behalf of any person not therein named and that Bidder has not directly or indirectly induced or solicited any Bidder to put in sham Bid or any other person or corporation to refrain from Bidding, and that Bidder has not in any manner sought by collusion to secure itself an advantage over other Bidders.

10.13 CONTRACT TIME

- A. Time is of essence in performance of Work under this Contract. Available time for Work under this Contract is indicated in Bid Form and will be include in executed Agreement. If these time requirements cannot be met, Bidder is requested to stipulate in Bid schedule for performance of Work. Consideration will be given to time in evaluating Bids.

10.14 PRE-BID CONFERENCE

- A. A **mandatory** pre-bid conference will be held at the date, time and location stated in the REQUEST FOR SEALED BIDS by Troup County Government Purchasing Department. **Thursday June 16, 2022 at 11:00am EST. All Bidders are required to attend.**

10.15 DISQUALIFICATION OF BIDDERS

- A. Prior to opening of Bids Owner reserves right to conduct investigations into qualifications and experience of any or all persons or organizations wishing to submit Bid for Project.
- B. Based upon findings of such investigations, Owner reserves right to deny any or all persons or organizations opportunity to submit Bid for Project.
- C. In evaluating Bids after Bids are opened and prior to Award of Contract, Owner shall consider qualifications of Bidders, whether or not Bids comply with prescribed requirements, and alternates and unit prices if requested in Bid Forms.
- D. Owner may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of Work as to which identity of Subcontractors and other persons and organizations must be submitted as provided in Section "Supplementary Conditions." Operating costs, and maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- E. Owner may conduct such investigations as it deems necessary to assist in evaluation of any Bid and to establish responsibility, qualifications and financial ability of Bidders, proposed Subcontractors and other persons and organizations to do Work in accordance with Contract Documents to Owner's satisfaction within prescribed time.
- F. Owner reserves right to reject Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- G. Owner reserves right to disqualify Bids before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon part of Bidder.

10.16 BIDS TO REMAIN OPEN

- A. All Bids shall remain open for 60 days after Bid opening, but Owner will release all except 3 lowest Bids within 7 days after Bid opening.

10.17 AWARD OF CONTRACT

- A. Owner reserves right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with Successful Bidder, and right to disregard all nonconforming, nonresponsive or conditional Bids and to make award in any manner deemed in best interest of Owner. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between indicated sum of any column of figures and correct sum thereof will be resolved in favor of correct sum.
- B. In evaluating Bids, Owner shall consider qualifications of Bidders, whether or not Bids comply with prescribed requirements, and alternates and unit prices if requested in Bid Forms.
- C. It is Owner's intent to accept alternates (if any are accepted) in order in which they are listed in Bid Form but Owner may accept them in any order or combination.
- D. If contract is to be awarded it will be awarded to lowest Bidder whose evaluation by Owner indicates to Owner that award will be in best interests of Project.
- E. If contract is to be awarded, Owner will give Successful Bidder Notice of Award within 30 days after day of Bid opening.

10.18 EXECUTION OF CONTRACT

- A. When Owner gives Notice of Award to Successful Bidder, it will be accompanied by at least 3 unsigned counterparts of Agreement and all other Contract Documents. Within 15 days thereafter Contractor shall sign and deliver at least 3 counterparts of Agreement to Owner with all other Contract Documents attached. Within 10 days thereafter Owner will deliver all fully signed counterparts to Contractor. Architect will identify those portions of Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

10.19 CONTRACT PRICE

- A. Proposals are solicited on basis of unit prices and/or lump sum prices which are to be clearly set forth in Bid Form. Final Contract price on accepted Proposal will be determined by multiplying number, or fraction thereof, units of Work actually performed, or labor, material or appliances actually supplied, by price designated for such item in Proposal. Total Bid figure on Proposal Form is merely for purposes of estimating and comparing costs and under no circumstances on unit price contracts does it constitute or imply total Contract price.

END OF SECTION 001116

SECTION 004100 - BID FORMS

30.1 INSTRUCTIONS

Submit Bids on this Bid Form in accordance with Instructions to Bidders.

30.2 BID FORM

PART 1 - TERMS OF BID

PROJECT IDENTIFICATION:

Troup County Government Center Light Fixture conversion Phase I.

THIS BID IS SUBMITTED TO:

Troup County Government
100 Ridley Avenue, Suite 3100
LaGrange, Georgia, 30240
Attention: Diana Evans – Purchasing Director

- A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in form included in Contract Documents to complete all Work as specified or indicated in Contract Documents for Contract Price and within Contract Time indicated in this Bid and in accordance with Contract Documents.
- B. BIDDER accepts all of terms and conditions of Instructions to Bidders. BIDDER will sign Agreement and submit Contract Security and other documents required by Contract Documents within 15 days after date of OWNER's Notice of Award. This Bid will remain open for 60 days after day of Bid opening.
- C. In submitting this Bid, BIDDER represents, as more fully set forth in Agreement, that:
 - 1. BIDDER has examined copies of all Contract Documents and of following addenda:

Date	Number
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of Advertisement or Invitation to Bid or Instructions to Bidders.

2. BIDDER has examined site and locality where Work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, progress or performance of Work and has made such independent investigations as BIDDER deems necessary.
3. This Bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly induced or solicited any other Bidder to submit false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
4. BIDDER agrees that Work Item quantities are estimates and that OWNER may increase or decrease these quantities at unit prices stated, so long as increases or decreases in Base Bid do not exceed 25% of Base Bid price.
5. BIDDER agrees that all alterations or additions to Work shall be performed in accordance with paragraph "Changes" and/or "Construction Change Directives" under Section "Supplementary Conditions."
6. OWNER reserves right to delete any section of Work.

D. BIDDER agrees that Work shall be substantially completed and fully completed on or before dates or within number of calendar days indicated in Agreement.

shall be substantially completed on or before:

Two Months after Notice to Proceed

and fully completed by:

Three Months after Notice to Proceed

E. BIDDER will complete Work for following price(s) based on unit prices:

LUMP SUM CONTRACT PRICE _____
(use words)

_____ DOLLARS \$ _____
(figures)

F. Communications concerning this Bid shall be addressed to: (BIDDER to provide bidder's name, address, telephone number and name of individual familiar with this Bid and able and authorized to answer questions regarding this Bid.)

- G. Terms used in this Bid which are defined in General Conditions of Construction Contract included as part of Contract Documents have meanings assigned to them in General Conditions.

SUBMITTED ON _____ , 20 _____

PART 2 - MATERIAL AND EQUIPMENT ALTERNATES

Base Bid proposal price shall include materials and equipment selected from designated items and manufacturers listed. The purpose of this requirement is to establish uniformity in bidding and to establish standards of quality for items named.

If BIDDER wishes to quote alternate items for consideration by Owner, it may do so under this Section. Complete description of item and proposed price differential must be provided. Unless approved at time of award, substitutions where items are specifically named will be considered only as negotiated change in Contract Sum.

<u>WORK ITEM</u>	<u>DESCRIPTION OF ALTERNATE ITEM(S)</u>	<u>ADD/DEDUCT AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART 3 - TIME ALTERNATE

If BIDDER takes exception to time stipulated in Part 1, Terms of Bid, it shall stipulate below its proposed time for performance of Work. Consideration will be given to time in evaluating Bids.

BIDDER agrees that Work shall be substantially completed within ___ calendar days after date when Contract Time commences to run, and fully completed within ___ calendar days after date when Contract Time commences to run.

PART 4 - ATTACHMENTS

Following documents are attached to and made condition of this Bid, unless noted otherwise:

- A. Substitution listing per the requirements of the Instructions to Bidders within 7 days after the day of the Bid opening.
- B. List of alternates/alternatives.
- C. List of Unit Prices (installed) for each fixture
- D. Non-Collusion Affidavit.
- E. A list of Subcontractors and other persons and organizations required to be identified, if so requested, per the requirements of the Instructions to Bidders within 7 days after the day of the Bid opening.

PART 5 - SIGNATURES

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

END OF SECTION 004100

43.1 NON-COLLUSION AFFIDAVIT

Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of General Growth Corporation whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Submitted By:

Type or print firm name:

Authorized Signature

Date

43.2 LIST OF SUBCONTRACTORS

	<u>COMPANY ADDRESS</u>	<u>CONTACT PERSON NAME PHONE NUMBER FAX NUMBER</u>
Concrete Repairs	_____ _____ _____	_____ _____ _____
Sealants	_____ _____ _____	_____ _____ _____
Coatings	_____ _____ _____	_____ _____ _____

END OF SECTION 0043

CONTRACT REQUIREMENTS

SECTION 00 52 00 - AGREEMENT FORM

PART 1 - GENERAL

- 1.1** Written Agreement will be executed on AIA Document A101 -2017, "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, WHERE THE BASIS OF PAYMENT IS A STIPULATED SUM."
- 1.2** Copies of Sample Agreement Form are available for examination at office of Architect.
- 1.3** Contractor may purchase copies of Agreement Form from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006.
- 1.4** Liquidated damages will be included in Article 4 of Agreement.
- 1.5** Retainage for progress payments will be in accordance with Supplementary Conditions, SC-9.3.

END OF SECTION 00 52 00

SECTION 00 61 13 – PERFORMANCE AND PAYMENT BOND

PART 1 - GENERAL

- 1.1** Performance Bond and payment Bonds shall be executed on AIA Document A312-2010, "PERFORMANCE BOND AND PAYMENT BOND," in accordance with General Conditions.
- 1.2** Sample copies of Bond forms are available for examination at office of Architect.
- 1.3** Contractor may purchase copies of Agreement from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.

END OF SECTION 00 61 13

CONDITIONS OF THE CONTRACT

SECTION 00 72 00 - GENERAL CONDITIONS

PART 1 - GENERAL

- 1.1** AIA Document A201-2017, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," Articles 1 through 15 inclusive, is hereby made part of Contract Documents.
- 1.2** Sample copies of General Conditions are available for examination at office of Architect.
- 1.3** Contractor may purchase copies of Agreement Form from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006.
- 1.4** Supplementary Conditions Section shall amend or supplement General Conditions. All provisions of General Conditions not amended or supplemented by Supplementary Conditions remain in full force and effect.

END OF SECTION 00 72 00

SECTION 007300 - SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 The following supplements modify AIA Document A201–2017, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.2 SC-1.1 BASIC DEFINITIONS

A. Add the following to 1.1.1. - THE CONTRACT DOCUMENTS

B. Add the following to 1.1.4 - THE PROJECT

The Term Project as used herein shall mean:

TROUP COUNTY GOVERNMENT CENTER LIGHT FIXTURE CONVERSION PHASE I

Add the following subparagraphs 1.1.8 and 1.1.9 to 1.1

C. Add the following to 1.1.7 – INSTRUMENTS OF SERVICE

The Term Project Manual as used herein shall mean: A volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

D. 1.1.9 ARCHITECT

Term Architect as used herein shall mean:

2WR Architecture
11 Ninth Street, Suite 120
Columbus, GA 31901

E. 1.1.10 UNIT PRICE WORK

Unit Price Work is Work to be paid for on basis of unit prices.

1.3 SC-1.2. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add following subparagraphs 1.2.4 to 1.2:

1.2.4 - Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean latest standard specification, manual, code, laws, or regulations in effect at time of opening of Bids (or, on Effective Date of Agreement if no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in Contract Documents) shall be effective to change duties and responsibilities of Owner, Contractor, or Architect, or any of their consultants, agents, or employees from those set forth in Contract Documents, nor shall be effective to assign to Architect, or any of Architect's consultants, agents, or employees, any duty or authority to supervise or direct furnishing or performance of Work, or any duty or authority to undertake responsibility contrary to General Conditions.

1.4 SC-2.1 GENERAL

Add following to 2.1.1:

Term Owner as used herein shall mean:

Troup County Government
100 Ridley Avenue
LaGrange, GA

1.5 SC-2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete subparagraph 2.2.5 and substitute following:

2.2.5 - The Owner shall furnish the Contractor an electronic copy of the Contract Documents in pdf format. No hardcopies will be provided. The Contractor may make copies of the electronic file for their own use at Contractor's expense.

1.6 SC-3.4 LABOR AND MATERIALS

Add following to 3.4.1:

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of applicable supplier except as otherwise provided in Contract Documents; but no provisions of any such instructions will be effective to assign to Architect, or any of Architect's consultants, agents, or employees any duty or authority to undertake responsibility contrary to General Conditions.

Add following subparagraphs 3.4.4, 3.4.5, and 3.4.6 to 3.4:

3.4.4 - After Contract has been executed, Owner and Architect will consider formal request for substitution of products in place of those specified only under conditions set forth in General Requirements (Division 1 of Specifications).

3.4.5 - By making requests for substitutions based on subparagraph 3.4.3 above, Contractor:

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

3.4.6 - Architect's decision of approval or disapproval of proposed substitution shall be final.

1.7 SC-3.7 PERMITS, FEES AND NOTICES

Add following to 3.7.2:

Except where otherwise expressly required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities, neither Owner nor Architect shall be responsible for monitoring Contractor's compliance with any applicable law, ordinance, rule, regulation and lawful order of public authorities.

1.8 SC-3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add following to 3.10.2:

If required by Architect, schedule of submittals shall be adjusted to provide workable arrangement for processing submittals.

1.9 SC-3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following sentence to subparagraph 3.12.5:

Submittals made by Contractor which are not required by Contract Documents will be returned immediately with notation "Submittal Not Required No Review Performed".

Add following subparagraphs 3.12.11 through 3.12.17 to 3.12:

3.12.11 - Submission to Architect of Shop Drawings and samples approved by Contractor and review of said Shop Drawings and samples by Architect shall not constitute submission in writing or approval in writing of any deviation from requirements of Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of the submittal and the Contractor has received written approval or authorization in accordance with 3.12.8.

3.12.12 - Changes to Drawings and Specifications by means of Shop Drawings become responsibility of party initiating such changes.

3.12.13 - Submission to Architect of Shop Drawings and samples approved by Contractor and review of said Shop Drawings and samples by Architect shall not imply that any requirements of Contract Documents have been waived or superseded.

3.12.14 - No delay or omission to exercise any right or remedy accruing to Architect upon any breach or event of default of Contractor shall impair any such right or remedy to be construed to be waiver of any such breach or default; nor shall any waiver of any single breach or default be deemed waiver of any other, prior, or subsequent breach or default. Any waiver, permit, consent, or approval on part of Architect of any breach or default, or of any provision or condition hereof, must be in writing and shall be effective only to extent that such writing specifically sets forth.

3.12.15 - Architect's stamp on Shop Drawing shall not imply approval of quantities, dimensions, fabrication processes and techniques of construction, all of which shall remain responsibility of Contractor.

3.12.16 - Architect's stamp on Shop Drawing shall not relieve Contractor from responsibility for errors or omissions in Shop Drawing and shall not imply that Contractor may proceed in error.

3.12.17 - Shop Drawings and samples shall be submitted in accordance with procedures of Section 013300.

1.10 SC-3.18 INDEMNIFICATION

Add following subparagraph 3.18.3 to 3.18:

3.18.3 - Contractor shall agree that total aggregate liability for consequential and incidental damages (but not direct damages) suffered with respect to professional negligence associated or connected with Drawings and Specifications from which Contractor prepared Contract Bid Price and for which Owner, Architect, and their agents or consultants may be liable, shall be limited to amount not to exceed \$100,000. Contractor shall further agree that with respect to each subcontractor, Contractor will obtain as condition precedent to subcontractor's performance, agreement that foregoing limitation of liability for consequential and incidental damages (but not direct damages) shall not in aggregate exceed \$100,000 for all Contractor's subcontractors. It is understood and agreed between parties hereto that this provision shall be confined in application to only those matters affecting Contract

Bid Price and shall not affect any party's liability for personal injury or property damage arising or resulting from sole negligence of any party, its agents or employees.

1.11 SC-4.1 ARCHITECT

Delete first sentence of subparagraph 4.1.1 and replace with following:

Architect is person or entity identified as such in Agreement and is referred to throughout Contract Documents as if singular in number.

1.12 SC-4.2 ADMINISTRATION OF THE CONTRACT

Add following subparagraph 4.2.15 through 4.2.20 to 4.2:

4.2.15 – Architect’s terminology on Shop Drawing review stamp of “NO EXCEPTION TAKEN” shall mean that Architect has reviewed and approved Shop Drawing so stamped only for conformance with design concept of Project as given in Contract Documents.

4.2.16 – Architect’s terminology on Shop Drawing review stamp of “MAKE CORRECTIONS NOTED – RESUBMITTAL NOT REQUIRED” shall mean that Architect has reviewed and approved Shop Drawing so stamped, subject to corrections made on Shop Drawing, only for conformance with design concept of Project as given in Contract Documents.

4.2.17 – Architect’s terminology on Shop Drawing review stamp of “REJECTED” shall mean that Architect has not approved the Shop Drawing so stamped, subject to corrections made on Shop drawing and resubmittal is required.

4.2.18 – Architect’s terminology on Shop Drawing review stamp of “REVISE AND RESUBMIT” shall mean that Architect has reviewed and not approved Shop Drawing, only for conformance with design concept of Project as given in Contract Documents and resubmittal is required.

4.2.19 – Architect’s terminology in Shop Drawing review stamp of “SUBMITTAL NOT REQUIRED NO REVIEW PERFORMED” shall mean that submittal is not required by specification or resubmittal was not required and Architect has not reviewed the shop drawings.

4.2.20 - Unit Prices: Architect will review and approve actual quantities and determine classification of Unit Price Work performed by Contractor. Architect will review Contractor's preliminary determinations on such matters before rendering written decision thereon (by recommendation of Application for Payment or otherwise). Architect's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after date of any such decision, either Owner or Contractor delivers to other party to Agreement and to Architect written notice of intention to appeal from such decision.

1.13 SC-5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK *(if applicable)*

Add following to 5.2.1:

In accordance with Supplementary Instructions to Bidders, submit names of following subcontractors, suppliers, persons and organizations for approval by Owner and Architect before award of Contract:

TRADE	COMPANY	LOCATION
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Electrical Lighting

1.14 SC-7.1 GENERAL

Add the following subparagraphs 7.1.4 to 7.1:

7.1.4 INCREASED OR DECREASED WORK ITEM QUANTITIES

Architect shall have right under contract to make increases and decreases in quantities and changes in plans, as may be necessary to ensure completion of contemplated work. Increases or decreases of any item of work will be made at the contract unit price.

1.15 SC-7.3 CONSTRUCTION CHANGE DIRECTIVES

In first sentence of subparagraph 7.3.7, delete words "including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount."

Delete Clauses 7.3.7.1 through 7.37.5 and replace with following:

1. Cost of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance, plus 20% of sum thereof;
2. Cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed, plus 15% of sum thereof;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others, plus 15%;
4. Cost of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to Work, plus 15% of sum thereof;
5. Compensation as herein provided shall be accepted by Contractor as payment in full for extra Work done on this basis and said percentages shall cover profit, superintendence, general expense, overhead, and use of small tools and equipment for which no rental is allowed.

1.16 SC-9.2 SCHEDULE OF VALUES

Add following subparagraph 9.2.2 to 9.2:

9.2.2 - Progress payments on account of Unit Price Work will be based on number of units completed.

1.17 SC-9.3 APPLICATIONS FOR PAYMENT

Add following sentence to subparagraph 9.3.1:

Form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Add following clause 9.3.1.3 to 9.3.1:

9.3.1.3 - Until Substantial Completion, Owner shall pay 90% of amount due Contractor on account of progress payments.

Add following subparagraph 9.3.4 to 9.3:

9.3.4 - Unit Price Work:

1. Where Contract Documents provide that all or part of Work is to be Unit Price Work, initially Contract Sum will be deemed to include for all Unit Price Work amount equal to sum of established unit prices for each separately identified item of Unit Price Work times estimated quantity of each item as indicated in Agreement. Estimated quantities of items of Unit Price Work are not guaranteed and are solely for purpose of comparison of Bids and determining initial Contract Sum. Review and approval of actual quantities and classifications of Unit Price Work performed by Contractor will be by Architect in accordance with SC-4.2, subparagraph 4.2.15.

2. Each unit price will be deemed to include amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
3. Where quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from estimated quantity of such item indicated in Agreement and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes Contractor has incurred additional expense as result thereof, Contractor may make claim for increase in Contract Sum in accordance with Article 7 if parties are unable to agree as to amount of any such increase.

1.18 SC-9.8 SUBSTANTIAL COMPLETION

Add following sentence to subparagraph 9.8.5:

Payment shall be sufficient to increase total payments to 95% of Contract Sum, less such amounts as Architect shall determine for incomplete Work and unsettled claims.

1.19 SC-9.11 LIQUIDATED DAMAGES

Add the following paragraph 9.11 to Article 9:

9.11.1 - Contractor and Contractor's surety, if any, shall be liable for and shall pay Owner sums hereinafter stipulated as liquidated damages for each calendar day of delay until Work is substantially complete:

NOT APPLICABLE

1.20 SC-11.1 CONTRACTOR'S LIABILITY INSURANCE

Add following subparagraph 11.1.5, to 11.1:

11.1.5 - Other Requirements:

1. Owner reserves right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates. Such policy copies shall be "Originally Signed Copies," and so designated.
2. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing coverages required shall have financial rating not lower than XII and policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A: XII will be acceptable only upon written consent of Owner.
3. Subrogation Clause: Following subrogation clause shall appear in all policies of insurance, "Subrogation Clause": It is hereby stipulated that this insurance shall not be invalidated should insured waive in writing prior to loss any or all right of recovery against any party for loss occurring to property described herein.

END OF SECTION 007300

SECTION 00 90 00 – REVISIONS, CLARIFICATIONS, AND MODIFICATIONS

PART 1 - GENERAL

1.1 ADDENDA AND MODIFICATIONS TO PROJECT ARE CONTAINED ON FOLLOWING PAGES.

PART 2 - (NOT APPLICABLE)

PART 3 - (NOT APPLICABLE)

END OF SECTION 00 90 00

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
 - 1. Selected materials and equipment, and in some cases, their installation are shown and specified in Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order.
- B. Types of allowances required include following:
 - 1. Contingency allowances.
- C. Procedures for submitting and handling Change Orders are included in Division 01 Section "Contract Modification Procedures."

1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.6 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 CONTINGENCY ALLOWANCES

- A. Use contingency allowance only as directed for Owner's purposes, and only by Change Orders which designate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable,

include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement. Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

END OF SECTION 012100
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: Following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 2. Division 1 Section "Payment Procedures" for administrative procedures governing applications for payment.

1.3 MINOR CHANGES IN WORK

- A. Supplemental instructions authorizing minor changes in Work, not involving an adjustment to Contract Sum or Contract Time, will be issued by Architect on AIA Form G710, Architect's Supplemental Instructions.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in Work that will require adjustment to Contract Sum or Contract Time will be issued by Construction Manager with detailed description of proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Proposal requests issued by Construction Manager are for information only. Do not consider them instruction either to stop work in progress, or to execute proposed change.
 - 2. Unless otherwise indicated in proposal request, within 3 days of receipt of proposal request, submit to Architect for Owner's review an estimate of cost necessary to execute proposed change.
 - a. Include list of quantities of products to be purchased and unit costs, along with total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include statement indicating effect proposed change in Work will have on Contract Time.
- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to Contract, Contractor may propose changes by submitting request for change to Construction Manager.
 - 1. Include statement outlining reasons for change and effect of change on Work. Provide complete description of proposed change. Indicate effect of proposed change on Contract Sum and Contract Time.
 - 2. Include list of quantities of products to be purchased and unit costs along with total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Comply with requirements in Section "Product Substitutions" if proposed change in Work.
 - 5. Submit request no later than 3 working days after discovery of condition.
- C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When Owner and Contractor are not in total agreement on terms of Change Order Proposal Request, Construction Manager may issue Construction Change Directive, instructing Contractor to proceed with change in Work, for subsequent inclusion in Change Order.
- B. Construction Change Directive will contain complete description of change in Work and designate method to be followed to determine change in Contract Sum or Contract Time.
- C. Documentation: Maintain detailed records on time and material basis of work required by Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to Contract.

1.6 CHANGE ORDER PROCEDURES

- A. Upon Owner's approval of Change Order Proposal Request, Construction Manager will issue Change Order for signatures of Owner and Contractor.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Supplement to Bid Forms - Restoration" for administrative requirements governing use of unit prices.
 - 2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual list of "Work Items" as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Work Item.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect 's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Work Item.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Quantity of an individual work item completed, multiplied by the approved unit rate or, if lump sum, percent of work item completed multiplied by lump sum price.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of individual work items where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and Construction Manager and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment or forms required by Owner.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Owner by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
 - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

- G. Initial and Progressive Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Schedule of Values
 2. Contractor's Construction Schedule (preliminary if not final).
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. Evidence that claims have been settled.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Coordination Drawings.
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
 - 2. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Indicate relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

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

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Contractor to inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Contractor to prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Contractor to record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 5 working days of the meeting.

- B. Preconstruction Conference: Contractor shall schedule a preconstruction conference before starting construction, at a time convenient to Owner, and Architect, but no later than 10 working days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Contractor, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Use of the premises.
 - j. Responsibility for temporary facilities and controls.
 - k. Parking availability.
 - l. Office, work, and storage areas.
 - m. Equipment deliveries and priorities.
 - n. First aid.
 - o. Security.
 - p. Progress cleaning.
 - q. Working hours.
- C. Progress Meetings: Conduct progress meetings at a maximum of one (1) week intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, Architect and Contractor, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule

revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Access.
 - 6) Site utilization.
 - 7) Temporary facilities and controls.
 - 8) Work hours.
 - 9) Hazards and risks.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Change Orders.
 - 13) Documentation of information for payment requests.

- 3. Reporting: Contractor to distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Field condition reports.
 - 5. Special reports.
 - 6. Construction photographs.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 3. Division 01 Section "Quality Control" for submitting a schedule of tests and inspections.
 - 4. Division 01 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.

- B. Contractor's Construction Schedule: Submit two copies of initial schedule large enough to show entire schedule for entire construction period.
- C. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- D. Special Reports: Submit two copies at time of unusual event.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 working days, unless specifically allowed by Construction Manager.
 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Contractor and Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Environmental control.
 4. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Substantial Completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 5 working days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.4 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule two working days before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 CONSTRUCTION PHOTOGRAPHS

- A. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.
- B. Preconstruction Photographs: Before starting construction, take digital color photographs of Project site and surrounding properties from different vantage points. Show existing conditions adjacent to property.
- C. Periodic Construction Photographs: Take digital color photographs weekly. Photographer shall select vantage points to best show status of construction and progress since last photographs were taken.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures."
 - 2. Division 01 Section "Project Management and Coordination" for submitting Coordination Drawings.
 - 3. Division 01 Section "Quality Control" for submitting test and inspection reports and Delegated-Design Submittals.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Resubmittals: Architect will review each of Contractor's shop drawings and/or submittal data the initial time and, should resubmittal be required, one additional time to verify that reasons for resubmittal have been addressed by Contractor and corrections made. Resubmittal changes/revisions/corrections shall be circled. Architect will review only circled items and will not be responsible for non-circled changes/revisions/corrections and additions. Should additional resubmittals be required, Contractor shall reimburse Owner for all costs incurred, including the cost of Architect's services made necessary to review such additional resubmittals. Owner will in turn reimburse Architect.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect 's receipt of submittal.
1. Initial Review: Allow 7 working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Contractor.
 - d. Name and address of subcontractor.
 - e. Name and address of supplier.
 - f. Name of manufacturer.
 - g. Unique identifier, including revision number.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Submittal and transmittal distribution record.
 - i. Remarks.
 - j. Signature of transmitter.
 - I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - J. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections either paper submittals or Digital Data Files as indicated below.
1. Number of Copies Paper Submittals: Submit three copies of each submittal, unless otherwise indicated. Architect, will return two copies. Mark up and retain one returned copy as a Project Record Document.
 2. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Mill reports.
 - g. Standard product operating and maintenance manuals.
 - h. Compliance with recognized trade association standards.
 - i. Compliance with recognized testing agency standards.
 - j. Application of testing agency labels and seals.
 - k. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.

1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Shopwork manufacturing instructions.
 - f. Templates and patterns.
 - g. Schedules.
 - h. Design calculations.
 - i. Compliance with specified standards.
 - j. Notation of coordination requirements.
 - k. Notation of dimensions established by field measurement.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Submit three blue- or black-line prints of each submittal, unless prints are required for operation and maintenance manuals. Submit five prints where prints are required for operation and maintenance manuals. Architect will retain one print; remainder will be returned. Mark up and retain one returned print as a Project Record Drawing.

D. Coordination Drawings: Comply with requirements in Division 01 Section "Project Management and Coordination."

E. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Division 01 Section "Quality Control" for mockups.

2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
 - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 6. Number of Samples for Initial Selection: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, will return submittal with options selected.
 7. Number of Samples for Verification: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
- F. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements in Division 01 Section "Payment Procedures."

- H. Schedule of Values: Comply with requirements in Division 01 Section "Payment Procedures."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Division 01 Section "Quality Control."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Architect and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.

4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
-
- I. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
 - J. Construction Photographs: Comply with requirements in Division 01 Section "Construction Progress Documentation."
 - K. Material Safety Data Sheets: Submit information directly to Contractor. If submitted to Architect, Architect will not review this information but will return it with no action taken.

2.3 REQUESTS FOR INFORMATION

- A. RFI process shall not be used for requesting substitutions. Procedures for substitutions are clearly specified elsewhere in the contract documents.

PART 3 - EXECUTION

3.1 MATERIAL SUMMARY LETTER

- A. The selected Contractor must present a letter to Troup County Purchasing Department detailing the Manufacturers of the products contractors will be using. All Manufacturers will extend the full warranty of its products.

3.2 CONTRACTOR'S REVIEW

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

3.3 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

- B. Action Submittals: Architect or its sub-consultant will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
1. Architect's terminology on Shop Drawing review stamp of "NO EXCEPTION TAKEN" shall mean that Architect has reviewed and approved Shop Drawing so stamped only for conformance with design concept of Project as given in Contract Documents.
 2. Architect's terminology on Shop Drawing review stamp of "MAKE CORRECTIONS NOTED – RESUBMITTAL NOT REQUIRED" shall mean that Engineer has reviewed and approved Shop Drawing so stamped, subject to corrections made on Shop Drawing, only for conformance with design concept of Project as given in Contract Documents.
 3. Architect's terminology on Shop Drawing review stamp of "REJECTED" shall mean that Architect has not approved the Shop Drawing so stamped, subject to corrections made on Shop drawing and resubmittal is required.
 4. Architect's terminology on Shop Drawing review stamp of "REVISE AND RESUBMIT" shall mean that Architect has reviewed and not approved Shop Drawing, only for conformance with design concept of Project as given in Contract Documents and resubmittal is required.
 5. Architect's terminology in Shop Drawing review stamp of "SUBMITTAL NOT REQUIRED NO REVIEW PERFORMED" shall mean that submittal is not required by specification or resubmittal was not required and Architect has not reviewed the shop drawings.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. **Mockups:** Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- E. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. **Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- G. **Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 CONFLICTING REQUIREMENTS

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

1.5 ACTION SUBMITTALS

- A. **Shop Drawings:** For mockups.
 1. Include plans, sections, and elevations, indicating materials and size of mockup construction.
 2. Indicate manufacturer and model number of individual components.
 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- E. Reports: Prepare and submit certified written reports and documents as specified.
- F. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspection.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- D. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.9 RESPONSIBILITIES

- A. Contractor Responsibilities: Perform quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least twenty-four **(24) hours** in advance of time when Work that requires testing or inspection will be performed.
 - 4. Submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Retesting/Re-inspecting: Provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- D. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- E. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. **Associated Contractor Services:** Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
- G. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

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

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
 - 1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 - 2. ICC - International Code Council; www.iccsafe.org.
 - 3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
 - 1. COE - Army Corps of Engineers; www.usace.army.mil.
 - 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 - 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 - 4. DOD - Department of Defense; www.quicksearch.dla.mil.
 - 5. DOE - Department of Energy; www.energy.gov.
 - 6. EPA - Environmental Protection Agency; www.epa.gov.
 - 7. FAA - Federal Aviation Administration; www.faa.gov.
 - 8. FG - Federal Government Publications; www.gpo.gov/fdsys.
 - 9. GSA - General Services Administration; www.gsa.gov.
 - 10. HUD - Department of Housing and Urban Development; www.hud.gov.

11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. FED-STD - Federal Standard; (See FS).
4. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
5. USAB – United States Access Board; www.access-board.gov

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 USE CHARGES

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

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

2.2 EQUIPMENT

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

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 1 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Waste Disposal Facilities: Comply with requirements specified in Division 1 Section "Construction Waste Management and Disposal."
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 1 Section "Execution."
- D. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

- E. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- E. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information. If using fire-suppression sprinkler systems or other permanent fire-protection systems, insert specific requirements.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing Contractor's selection of products for use in Project.
- B. Related Sections: Following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Product Substitution Procedures" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change meaning of other terms used in Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms such are self-explanatory and have well recognized meanings in construction industry.
 - 1. **"Products"** are items purchased for incorporation in Work, whether purchased for Project or taken from previously purchased stock. Term "product" includes terms "material," "equipment," "system," and terms of similar intent.
 - a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature, that is current as of date of Contract Documents.
 - 2. **"Materials"** are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of Work.
 - 3. **"Equipment"** is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.4 SUBMITTALS

- A. Product List: Prepare list showing products specified in tabular form acceptable to Architect. Include generic names of products required. Include manufacturer's name and proprietary product names for each item listed.

1. Coordinate product list with Contractor's Construction Schedule and Schedule of Submittals.
2. Form: Prepare product list with information on each item tabulated under following column headings:
 - a. Related Specification Section number.
 - b. Generic name used in Contract Documents.
 - c. Proprietary name, model number and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date, or time span of delivery period.
3. Initial Submittal: Within 14 days after date of commencement of Work, submit one copy of an initial product list. Provide written explanation for omissions of data and for known variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
4. Completed List: Within 30 days after date of commencement of Work, submit 3 copies of completed product list. Provide written explanation for omissions of data and for known variations from Contract requirements.
5. Architect 's Action: Architect will respond in writing to Contractor within 1 wk of receipt of completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. Architect's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

- A. Source Limitations: To fullest extent possible, provide products of same kind, from single source.
 1. When specified products are available only from sources that do not or cannot produce quantity adequate to complete project requirements in timely manner, consult with Engineer for determination of most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When determination has been made, select products from sources that produce products that possess these qualities, to fullest extent possible.
- B. Compatibility of Options: When Contractor is given option of selecting between 2 or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on exterior.
- D. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage at site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 - 3. Deliver products to site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 - 4. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
 - 5. Store products at site in manner that will facilitate inspection and measurement of quantity or counting of units.
 - 6. Store heavy materials away from Project structure in manner that will not endanger supporting construction.
 - 7. Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with Contract Documents, that are undamaged and, unless otherwise indicated, new at time of installation.
 - 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for complete installation and for intended use and effect.
 - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

- B. Product Selection Procedures: Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include following:
1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide product indicated. No substitutions will be permitted.
 2. Semi Proprietary Specification Requirements: Where 2 or more products or manufacturers are named, provide 1 of products indicated. No substitutions will be permitted.
 - a. Where products or manufacturers are specified by name, accompanied by term "or equal," or "or approved equal" comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 3. Compliance with Standards, Codes and Regulations: Where Specifications only require compliance with an imposed code, standard or regulation, select product that complies with standards, codes or regulations specified.
 4. Visual Matching: Where Specifications require matching an established Sample, Engineer's decision will be final on whether proposed product matches satisfactorily.
 - a. Where no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of Contract Documents concerning "substitutions" for selection of matching product in another product category.
 5. Visual Selection: Where specified product requirements include phrase "...as selected from manufacturer's standard colors, patterns, textures..." or similar phrase, select product and manufacturer that complies with other specified requirements. Engineer will select color, pattern and texture from product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS:

- A. Comply with manufacturer's instructions and recommendations for installation of products in applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 016000

SECTION 016010 - PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of Contract.
- B. Procedural requirements governing Contractor's selection of products and product options are included under Section "Product Requirements."
- C. Architect's policy is to reject requests for substitution unless paragraph "Substitutions" under Article "Definitions" applies. Vendors wishing inclusion in Architect's master specification: contact Architect for procedure.

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify meaning of other terms used in Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by Contractor after award of Contract are considered requests for "substitutions." Following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by Owner or Architect.
 - 2. Specified options of products and construction methods included in Contract Documents.
 - 3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 15 days after commencement of Work. Requests received more 15 days after commencement of Work may be considered or rejected at discretion of Architect.

1. Submit 3 copies of each request for substitution for consideration. Submit requests on forms included at end of this Section and in accordance with procedures required for Change Order proposals.
2. Identify product, or fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. Detailed comparison of significant qualities of proposed substitution with those of Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including list of changes or modifications needed to other parts of Work and to construction performed by Owner and separate Contractors, that will become necessary to accommodate proposed substitution.
 - e. Statement indicating substitution's effect on Contractor's Construction Schedule compared to schedule without approval of substitution. Indicate effect of proposed substitution on overall Contract Time.
 - f. Cost information, including proposal of net change, if any in Contract Sum.
 - g. Certification by Contractor that substitution proposed is equal-to or better in every significant respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: Contractor's substitution request, except where specifically denied in the specifications will be received and considered by Architect when one or more of following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with general intent of Contract Documents.
 3. Request is timely, fully documented and properly submitted.
 4. Request is directly related to an "or equal" clause or similar language in Contract Documents.
 5. Specified product or method of construction cannot be provided within Contract Time. Request will not be considered if product or method cannot be provided as result of failure to pursue Work promptly or coordinate activities properly.
 6. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities Owner may be required to bear. Additional responsibilities for

Owner may include additional compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner or separate Contractors, and similar considerations.

7. Specified product or method of construction cannot be provided in manner that is compatible with other materials, and where Contractor certifies that substitution will overcome incompatibility.
8. Specified product or method of construction cannot be coordinated with other materials, and where Contractor certifies that proposed substitution can be coordinated.
9. Specified product or method of construction cannot provide warranty required by Contract Documents and where Contractor certifies that proposed substitution provide required warranty.

- B. Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 016010

REQUEST FOR SUBSTITUTION

To:

Attention:

From:

Name of Company

Address

City, State, Zip Code

Phone

Fully answer all information requested below. Failure to answer any item may cause rejection of request for substitution. If requested by Architect, submit information about manufacturer and vendor history, financial stability, distribution and support systems. Use one form for each product requested. Only first product listed will be considered on forms with more than one product listed.

Specification Section Number: _____ Drawing Number: _____

Para Number: _____ Detail Number: _____

Specified Product: _____

Proposed Substitution: _____

Answer the following questions. Attach an explanation sheet on your company's letterhead when required.

Does the proposed substitution affect dimensions indicated on Drawings?

No _____ Yes _____ (If yes, explain below).

Does the proposed substitution require changes in Drawings and/or design or installation changes?

No _____ Yes _____

If yes, is the cost of these changes included in the proposed amount? No _____ Yes _____

Does the proposed substitution affect other trades? No _____ Yes _____

(If yes, explain who and how)

If the proposed product does affect the work of other trades, has the cost impact on their work been included in the price of the proposed substitution?

No _____ Yes _____

Does the proposed product's guarantee differ from that of the specified product's?

No _____ Yes _____ (If yes, explain below).

Why is this proposal for substitution being submitted? List reasons below.

SECTION 017300 – EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.
9. Construction Phasing.
10. Maintaining public access through or adjacent to the Work.

- B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
5. Division 02 Section "Work Items" for coordinating restoration construction activities to maintain Owner's operations during construction.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

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

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Engineer promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
 - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

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

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017423 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for final cleaning at Substantial Completion.
 - 1. Special cleaning requirements for specific elements of Work are included in appropriate specification sections.
- B. General Project closeout requirements are included in Section "Closeout Procedures."
- C. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
 - 1. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 2. Burning or burying of debris, rubbish or other waste material on the premises will not be permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

- B. Complete following cleaning operations before requesting inspection for Certification of Substantial Completion for entire Project or a portion of Project.
 - 1. Clean Project in areas disturbed by construction activities.
 - 2. Clean light fixtures, lamps, globes and reflectors to function with full efficiency. Replace burned out bulbs, and defective and noisy starters in fluorescent and mercury vapor fixtures.
 - 3. Leave Project clean and ready for occupancy.

- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction period.

- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remain after completion of associated construction have become Owner's property, dispose of these materials as directed.

END OF SECTION 017423

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Submittal of warranties.
 - 3. Final cleaning.
- B. Closeout requirements for specific construction activities are included in appropriate specification sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete following. List exceptions in request.
 - 1. In Application for Payment that coincides with, or first follows, date Substantial Completion is claimed, show 100% completion for portion of Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and statement showing an accounting of changes to Contract Sum.
 - a. If 100% completion cannot be shown, include list of incomplete items, value of incomplete construction, and reasons Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Obtain and submit releases enabling Owner unrestricted use of Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - 5. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

- B. Inspection Procedures: On receipt of request for inspection, Architect will either proceed with inspection or advise Contractor of unfilled requirements. Architect will prepare Certificate of Substantial Completion following inspection, or advise Contractor of construction that must be completed or corrected before certificate will be issued.
1. Architect will repeat inspection when requested and assured that Work has been substantially completed.
 2. Architect will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.
 3. Results of completed inspection will form basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in request.
1. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to Contract Sum.
 3. Submit certified copy of Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and list has been endorsed and dated by Architect.
 4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: Architect will reinspect Work upon receipt of notice that Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to Architect.
1. Architect will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.
 2. Upon completion of reinspection, Architect will prepare certificate of final acceptance, or advise Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 3. If necessary, reinspection will be repeated.

PART 2 - PRODUCTS (NOT APPLICABLE).

PART 3 - EXECUTION (NOT APPLICABLE).

END OF SECTION 017700

SECTION 017836 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by Contract Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Refer to General Conditions for terms of Contractor's period for correction of Work.
- B. Related Sections: Following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittal Procedures" specifies procedures for submitting warranties.
 - 2. Division 1 Section "Closeout Procedures" specifies contract closeout procedures.
 - 3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by manufacturer to Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by warranty has failed and been corrected by replacement or rebuilding, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by warranty has failed replace or rebuild Work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for cost of replacing or rebuilding defective Work regardless of whether Owner has benefited from use of Work through portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: Owner reserves right to reject warranties and to limit selection to products with warranties not in conflict with requirements of Contract Documents.
- E. Where Contract Documents require a special warranty, or similar commitment on Work or part of Work, Owner reserves the right to refuse to accept Work, until Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to Architect prior to date certified for Substantial Completion. If Architect's Certificate of Substantial Completion designates commencement date for warranties other than date of Substantial Completion for Work, or designated portion of Work, submit written warranties upon request of Engineer.
- B. When designated portion of Work is completed and occupied or used by Owner, by separate agreement with Contractor during construction period, submit properly executed warranties to Architect within 15 days of completion of that designated portion of Work.
 - 1. When Contract Documents require Contractor, or Contractor and subcontractor, supplier or manufacturer to execute a special warranty, prepare written document that contains appropriate terms and identification, ready for execution by required

parties. Submit draft to Owner through Architect for approval prior to final execution.

- C. Prepare written document utilizing appropriate form, ready for execution by Contractor, or by Contractor and subcontractor, supplier or manufacturer. Submit draft to Owner through Architect for approval prior to final execution.
 - 1. Refer to Divisions 2 through 9 Sections for specific content requirements and particular requirements for submittal of special warranties
- D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by Contractor, or by Contractor, subcontractor, supplier, or manufacturer. Organize warranty documents into an orderly sequence based on table of contents of Project Manual.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 017836

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings and Work Item Unit Quantity Drawings.
 - 2. Record Specifications.
- B. Related Requirements:
 - 1. Section "Closeout Procedures" for general closeout procedures.
 - 2. Divisions 02 through 05, 07, 09-10, 22, and 26 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation and unit quantity where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Changes made by Change Order or Construction Change Directive.
 - d. Changes made following Architect's written orders.
 - e. Details not on the original Contract Drawings.
 - f. Field records for variable and concealed conditions.
 - g. Record information on the Work that is shown only schematically.
 - h. Actual location and quantity of unit price items of the Work.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Format: Annotated PDF electronic file with comment function enabled.
 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 3. Identification: As follows:

- a. Project name.
- b. Date.
- c. Designation "PROJECT RECORD DRAWINGS."
- d. Name of Architect.
- e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. Note related Change Orders, Record Drawings, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 017839