

SECTION 00 0101
PROJECT TITLE PAGE

PROJECT MANUAL

FOR STORY CCB - TELC PHASE 4

OWNER:

Story County Conservation
56461 180th Street
Ames, IA 50010

PROJECT NUMBER: 2250011990

PROJECT LOCATION

Tedesco Environmental Learning Corridor
1914 Discovery Place
Ames, IA 50010

ARCHITECT/ENGINEER:

Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

BIDS DUE DATE:

March 3, 2026
9:30 AM
Story County Administration Building, 900 6th Street, Auditor's Office, Second Floor
Nevada, IA 50201

NON-MANDATORY PREBID MEETING:

February 23, 2026
3:00 PM
McFarland Conservation Center, 56461 180th Street
Ames, IA 50010

END OF SECTION

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SECTION 00 0105

CERTIFICATIONS PAGE

STATE OF IOWA

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. <i>Anthony Harbaugh</i> 02/12/2026 <table><tr><td>Signature</td><td>Date</td></tr><tr><td colspan="2">Printed or typed name: Anthony Harbaugh</td></tr><tr><td colspan="2">License Number:</td></tr><tr><td colspan="2">My license renewal date is: December 31, 2027</td></tr><tr><td colspan="2">Pages, Sheets, or Divisions covered by this Seal:</td></tr></table>	Signature	Date	Printed or typed name: Anthony Harbaugh		License Number:		My license renewal date is: December 31, 2027		Pages, Sheets, or Divisions covered by this Seal:	
Signature	Date										
Printed or typed name: Anthony Harbaugh											
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**SECTION 00 0110
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.1 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 0101 - Project Title Page
- B. 00 0105 - Certifications Page
- C. 00 0110 - Table of Contents
- D. 00 0115 - List of Drawing Sheets
- E. 00 1113 - Advertisement for Bids
- F. 00 1115 - Notice Of Public Hearing
- G. 00 2113 - Instructions to Bidders
- H. 00 3100 - Available Project Information
- I. 00 4000 - Procurement Forms and Supplements
- J. 00 4100 - Bid Form
- K. 00 4100 - Bid Form EJCDC
- L. 00 4200 - Proposal Form
- M. 00 4325 - Substitution Request Form - During Procurement
- N. 00 5200 - Agreement Form
- O. 00 6325 - Substitution Request Form - During Construction
- P. 00 7100 - Contracting Definitions
- Q. 00 7200 - General Conditions
- R. 00 7300 - Supplementary Conditions

SPECIFICATIONS

2.1 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 1000 - Summary
- B. 01 2000 - Price and Payment Procedures
- C. 01 2500 - Substitution Procedures
- D. 01 3000 - Administrative Requirements
- E. 01 4000 - Quality Requirements
- F. 01 4216 - Definitions
- G. 01 4533 - Code-Required Special Inspections
- H. 01 5000 - Temporary Facilities and Controls
- I. 01 6000 - Product Requirements
- J. 01 7000 - Execution and Closeout Requirements

K. 01 7800 - Closeout Submittals

- 2.2 DIVISION 02 -- EXISTING CONDITIONS
- 2.3 DIVISION 03 -- CONCRETE
- 2.4 DIVISION 04 -- MASONRY
- 2.5 DIVISION 05 -- METALS
- 2.6 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES
- 2.7 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION
- 2.8 DIVISION 08 -- OPENINGS
- 2.9 DIVISION 09 -- FINISHES
- 2.10 DIVISION 10 -- SPECIALTIES
- 2.11 DIVISION 11 -- EQUIPMENT
- 2.12 DIVISION 12 -- FURNISHINGS
- 2.13 DIVISION 13 -- SPECIAL CONSTRUCTION
- 2.14 DIVISION 14 -- CONVEYING EQUIPMENT
- 2.15 DIVISION 21 -- FIRE SUPPRESSION
- 2.16 DIVISION 22 -- PLUMBING
- 2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
- 2.18 DIVISION 25 -- INTEGRATED AUTOMATION
- 2.19 DIVISION 26 -- ELECTRICAL
- 2.20 DIVISION 27 -- COMMUNICATIONS
- 2.21 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY
- 2.22 DIVISION 31 -- EARTHWORK
- 2.23 DIVISION 32 -- EXTERIOR IMPROVEMENTS
- 2.24 DIVISION 33 -- UTILITIES
- 2.25 DIVISION 34 -- TRANSPORTATION
- 2.26 DIVISION 40 -- PROCESS INTEGRATION
- 2.27 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT

END OF SECTION

**SECTION 00 0115
LIST OF DRAWING SHEETS**

SEE DRAWINGS COVER SHEET.

END OF SECTION

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SECTION 00 1113
ADVERTISEMENT FOR BIDS

PROJECT: TELC PHASE 4

BIDS DUE: March 3, 2026 at 9:30 AM

THE Owner (HEREINAFTER REFERRED TO AS Owner):

Story County Conservation

56461 180th Street

Ames, IA 50010

Architect (hereinafter referred to as Architect/Engineer):

Shive-Hattery, Inc.

4125 Westown Parkway, Suite 100

West Des Moines, IA 50266

NON-MANDATORY PREBID MEETING: February 23, 2026

TIME: 3:00 PM

LOCATION: McFarland Conservation Center, 56461 180th Street, Ames, IA 50010

TO: POTENTIAL BIDDERS

Sealed bids will be received by the Owner at Story County Administration Building, 900 6th Street, Auditor's Office, Second Floor, Nevada, IA 50201 until 9:30 AM, Central Time, according to the clock in the office of the Story County Administrative Building Auditor's Office, on March 3, 2026. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed bids will be opened and publicly read at the Story County Administration Building, 900 6th Street, Public Meeting Room, Second Floor, Nevada, IA 50201 at 10:00 AM, Central Time, on March 3, 2026 at the Story County Board of Supervisors Meeting.

Bids will be considered by the Owner at a public meeting to be held at the Story County Conservation Board meeting at Story County Administration Building, 900 6th Street, Public Meeting Room, Second Floor, Nevada, IA 50201 at 10:00 AM, Central Time, on March 10, 2026 or at such later time and place as may then be fixed.

The general nature of the work is as follows:

Story CCB - TELC Phase 4
Project # 2250011990

Story County Conservation intends to construct a new park shelter and parking lot at the Tedesco Environmental Learning Corridor, on the south side of Ames, Iowa. The TELC Phase 4 project will include a 1,180 square foot, pre-manufactured park shelter that will be available for public use and reservations. In addition to the shelter, the project will include a parking lot with accessible parking stalls, accessible sidewalks and permeable pavers, landscaping, earthwork, utility extensions, site lighting, signage, and site restoration.

Preliminary design of the building has been completed by Rox Box, and the preliminary plans have been included with the Construction Documents for reference. Final design and permitting of the shelter building, including structural calculations, building permits, and elements requiring certification by licensed professionals, are delegated to the Contractor. Coordinate final design with Owner and Engineer.

The work must commence on March 16, 2026 and must be Substantially Complete on November 1, 2026. The work must reach Final Completion on December 31, 2026.

Bidding documents may be examined online and at the following location(s):

Action Reprographics, actionrepro.com, 5037 NE 14th Street, Des Moines, IA
Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.

Each Bidder shall accompany the Bid with a Bid security, in a separate envelope, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of the contract corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the contract, in an amount equivalent to one hundred percent of the amount of the contract. The bidder's security shall be in an amount equivalent to 5% of the bid amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States of America, or a certified bank share draft drawn on a credit union in Iowa or chartered under the laws of the United States of America or a bid bond with corporate surety satisfactory to the Owner. The bid security will be held by the Owner until a contract is fully executed and bonds are approved by the Owner.

All Bidders are required to provide a statement regarding their residency status as required by 875 Iowa Administrative Code Chapter 156.

Contractors using "materials, supplies, and equipment" on projects in designated "exempt entities" may purchase these items without liability for the sales tax. The contractor must have a purchasing agent authorization letter and an exemption certificate from the public entity to present to the retailer, which specifies the construction project and will be available for that project only.

Owner will issue an authorization letter and an exemption certificate to the contractor and/or subcontractors for the purchase or use of building materials, supplies, and equipment to be used on this project only. DO NOT include sales tax on your bid form.

No bid may be withdrawn for a period of 30 days after the date of the scheduled closing time for the receipt of bids.

Bidders shall be prepared to submit a performance bond and payment bond conditioned on the faithful performance of the contract. Out-of-state bidders shall be prepared to submit an Out-of-State Contractor Bond to the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa.

Questions regarding the project should be received in writing by 5:00 P.M. on Monday, February 27, 2026 and should be addressed to Monica Gibbs, mgibbs@shive-hattery.com.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa labor to the extent lawfully required under Iowa law.

It is the intent of the Owner to award a contract to the lowest responsible, responsive bidder provided the bid has been submitted in accordance with the bidding requirements. The Owner reserves the right to waive informalities or irregularities. The Owner reserves the right to reject any or all bids.

Published by order of the Story County Conservation Board of Nevada, Iowa.

Publish: February 11, 2026

END OF SECTION

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**SECTION 00 1115
NOTICE OF PUBLIC HEARING**

STORY CCB - TELC PHASE 4

STORY COUNTY CONSERVATION

To Whom It May Concern:

You are hereby notified that at 10:00 AM, Central Time on February 10, 2026, at the Story County Administration Building, 900 6th Street, Public Meeting Room, Second Floor, Nevada, IA 50201, there will be a public hearing on the proposed plans, specifications, form of contract, and estimated cost of the project. Any persons interested may appear and file objections to the proposed plans, specifications, form of contract, or cost of such improvement.

The following is a description of the Public Improvement

Story County Conservation intends to construct a new park shelter and parking lot at the Tedesco Environmental Learning Corridor, on the south side of Ames, Iowa. The TELC Phase 4 project will include a 1,180 square foot, pre-manufactured park shelter that will be available for public use and reservations. In addition to the shelter, the project will include a parking lot with accessible parking stalls, accessible sidewalks and permeable pavers, landscaping, earthwork, utility extensions, site lighting, signage, and site restoration.

Preliminary design of the building has been completed by Rox Box, and the preliminary plans have been included with the Construction Documents for reference. Final design and permitting of the shelter building, including structural calculations and elements requiring certification by licensed professionals, are delegated to the Contractor. Coordinate final design with Owner and Engineer.

The location of the project is as follows:

Tedesco Environmental Learning Corridor

1914 Discovery Place

Ames, IA 50010

Proposed drawings, specifications, and form of contract may be examined upon email request to Monica Gibbs at mgibbs@shive-hattery.com.

Published by order of the Story County Board of Supervisors, Nevada, Iowa.

Publish: February 6, 2026

END OF SECTION

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**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

SUMMARY

AIA Document AIA A701 Instructions to Bidders, is the Instructions to Bidders and is hereby made a part of these Documents to the same extent as if bound herein. This form can be purchased from the American Institute of Architects State Office as follows:

AIA Iowa

400 Locust Street, Suite 100

Des Moines, IA 50309

Phone: 515-244-7502

Fax: 515-244-5347

www.aiaiowa.org

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SECTION 00 2115
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

ARTICLE 1: DEFINITIONS

No Supplements

ARTICLE 2: BIDDER'S REPRESENTATIONS

Add the following Subparagraphs to Paragraph 2.1:

2.1.5 The work must commence on March 16, 2026 and must be Substantially Complete on November 1, 2026. The work must reach Final Completion on December 31, 2026.

2.1.6 The Bidder is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. The Bidder shall act as an independent contractor and not as the agent of Owner in performing the Contract. The Bidder shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by Bidder shall create any contractual relationship between any such subcontractor and Owner. The Bidder shall perform all work in accordance with its own methods subject to compliance with the Contract and shall adhere to the schedule of progress and completion deadlines.

2.1.7 The Bidder has included all work associated with the Contract Documents in their Bid, regardless of any direction given by or dictated by any Bid Depositories, other Agencies or Municipalities not specifically party to the Contract. The Bidder shall coordinate the scopes of work to be performed by themselves and their individual Subcontractors prior to bid sufficiently to ensure that all work associated with the Contract Documents, regardless of the Drawing or Specification Section in which they appear, are covered in the Bid.

2.1.8 The Bidder has familiarized themselves with federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work and employment of labor.

2.1.9 The Bidder has not participated in collusion or fraud in preparation of the bid for this project and shall provide a non-collusion affidavit to accompany the submitted bid.

Add the following Paragraph 2.2 and Subparagraphs 2.2.1 thru 2.2.3:

2.2. Preference

2.2.1 The State of Iowa, its agencies, and its political subdivisions, including cities, school districts and public utilities are required by Iowa Code Section 73A.21 to require a reciprocal resident bidder and resident labor force preference.

2.2.2 A "Resident Bidder" means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

ARTICLE 3: BIDDING DOCUMENTS

Add subparagraphs 3.2.1.1, 3.2.1.2 and 3.2.1.3 as follows:

3.2.1.1 If a discrepancy between different parts of the contract documents exists, the more stringent or higher cost requirement shall apply.

3.2.1.2 Bidders will not be entitled to any additional compensation or any extension of the Contract Time for conditions that can be determined by examining the site and the Bidding and Contract Documents.

3.2.1.3 Prior to bid, it is the responsibility of each bidder, sub-contractor, and material supplier to examine the documents for the work of all trades that may have an effect on the work that the bidder, sub-contractor, or supplier intends to perform.

Add subparagraphs 3.3.2.1 and 3.3.2.2 as follows:

3.3.2.1 Substitution requests must be submitted by prospective bidders on 00 4325 - Substitution Request Form. Substitution requests from manufacturers, distributors, or other entities that are not bidding as a general contractor will be rejected without review.

3.3.2.2 Approval of a substitution request does not in any way diminish the contractor's obligation to meet the specified requirements or the Architect's design intent.

Delete Subparagraph 3.4.3 and replace with the following:

3.4.3 Addenda will be issued in order to be received by all planholders of record not less than 48 Hours prior to the date and time that bids are due, except an addendum withdrawing the Request for Bids or one which includes postponement of the date for receipt of bids.

ARTICLE 4: BIDDING PROCEDURES

4.1 Preparation of Bids

Add the following Subparagraph 4.1.8:

4.1.8 This Project is exempt from State and local sales and use taxes on sales of building materials and fixtures to construction contractors for incorporation into real estate for governmental bodies of the State of Iowa.

Add the following Subparagraph 4.1.9:

4.1.9 The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include such laws, rules, and regulations as:

4.1.9.1. Licensing of Contractors for special requirements, e.g. hazardous waste removal.

4.1.9.2. Requirements for special construction permits.

4.1.9.3. Exemption from sales tax, if applicable.

4.1.9.4. Wage rates and employment requirements when required by law or by Owner.

4.1.9.5. Local labor requirements.

4.1.9.6. Non-discriminatory hiring practices.

4.1.9.7. Targeted small business participation.

4.2 Bid Security

Delete Subparagraph 4.2.1 and substitute the following Subparagraph:

4.2.1 Each Bidder shall accompany the bid with a bid security, in a separate envelope, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract, a corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract. The Bidder's security shall be in an amount equivalent to 5% of the Bid Amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States or a bid bond from a corporate surety satisfactory to the Owner. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2. Bid security of the successful bidder will be held by the Owner until an Agreement is fully executed and bonds are received and acceptable to the Owner.

4.3 Submission of Bids

Delete Subparagraph 4.3.1 and substitute the following Subparagraphs 4.3.1 and Subparagraph(s):

4.3.1 All copies of the Bid and other documents, not including the bid security, required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The bid security, if any, shall be submitted in a separate sealed opaque envelope. Each envelope shall bear the return address of the bidder and shall be addressed as follows:

TO: Story County Conservation Board

Address: Story County Administration Building, Auditors Office Nevada, IA
50201

BID FOR: Story CCB - TELC Phase 4

or as applicable:

BID SECURITY FOR: Story CCB - TELC Phase 4

4.3.1.1 If the Bid, the bid security, if any, and other documents required to be submitted with the Bid are sent by mail, the sealed envelopes shall be enclosed in a separate mail envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.4 Modification or Withdrawal of Bid

Add Subparagraph 4.4.1.1 as follows:

4.4.1.1 The specific time period during which Bids may not be withdrawn shall be as stated on the Bid Form bound herein.

Add Article 4.5 Pre-Bid Conference as follows:

4.5 Pre-Bid Conference

4.4.5 The Advertisement for Bid includes notification of a non-mandatory pre-bid conference for the purpose of answering questions and providing information to prospective Bidders. The pre-bid conference will be held at McFarland Conservation Center, 56461 180th Street, Ames, IA 50010 on February 23, 2026 at 3:00 PM.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 Opening of Bids

Paragraph 5.1 No Supplements

Delete subparagraph 5.3.1 and substitute the following subparagraph:

5.3.1 It is the intent of the Owner to award a contract or multiple contracts to the lowest responsible, responsive Bidder(s) provided the Bid(s) has/have been submitted in accordance with the requirements of the Bidding Documents and does/do not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid or Bids received and to accept the Bid(s) which, in the Owner's judgment, is/are in the Owner's best interests.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

No Supplements.

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Add the following Paragraph 8.1 Execution of Agreement:

8.1 The selected Bidder shall, within ten (10) calendar days after receipt of Notice of Award, sign and deliver the required number of executed counterparts of the Agreement along with any required attached documents. Within ten (10) calendar days after receipt of executed documents from the selected Bidder, the Owner shall deliver one fully executed counterpart to the Contractor.

END OF SECTION

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**SECTION 00 4000
PROCUREMENT FORMS AND SUPPLEMENTS**

PART 1 GENERAL

1.1 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.

1.2 REFERENCE STANDARDS

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 00 4100**BID FORM****PROJECT: STORY CCB - TELC PHASE 4**

BID TO:	STORY COUNTY CONSERVATION
	56461 180TH STREET
	AMES, IA 50010
DELIVER BID TO:	STORY COUNTY ADMINISTRATION BUILDING, 900 6TH STREET, AUDITOR'S OFFICE, SECOND FLOOR
	NEVADA, IA 50201

SUBMITTED BY: _____

(BIDDER TO ENTER NAME AND ADDRESS).

BIDDER'S FULL NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

NOTE: Submit one original of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted. Submit Bid Security, if required, in separate envelope. Bidder shall carefully review the Instructions to Bidders and Supplementary Instructions to Bidders prior to completing this form.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the day of Bid opening.

2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Advertisement for Bids and Supplementary Instructions to Bidders.

3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

<u>DATE</u>	<u>NUMBER</u>

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

5. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

Story CCB - TELC Phase 4
Project # 2250011990

6. BIDDER will complete the Work in accordance with the Contract Documents for the following bid price(s):

BASE BID _____
(\$ _____)

7. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Advertisement for Bids.

8. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

9. Bidder certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization, or corporation bidding on the work.

10. The following documents are attached to and made a condition of this Bid:

a. Required Bid Security in the amount of _____ and in the form of _____.
SUBMITTED IN A SEPARATE ENVELOPE.

b. 00 4100.01 - Bidder Status Form

c. 00 4100.02 - Authorization to Transact Business Worksheet

d. 00 4100.03 - Non-Collusion Affidavit.

e. 00 4100.04 - Targeted Small Business (TSB).

11. This Bid submitted on _____, 20____.

12. State Contractor License No. _____.

13. The bidder shall not make any revisions to the bid forms or the Schedule of Bid Prices and shall not devise any alternates other than those provided. Any such notes, revisions, or comments shall be grounds for rejection of the bid as not being responsive.

14. Complete the applicable item(s) listed below. If this Bid is submitted by an agent of BIDDER, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By: _____

(signature of individual)

(typed or printed name)

doing business as: _____

Business Address: _____

Phone No. _____

A Partnership

By: _____

(Firm Name)

(signature of general partner) (typed or printed name)

Business Address: _____

Phone No. _____

A Corporation

By: _____

(Corporation Name)

State of Incorporation: _____

By: _____

(signature of person authorized to sign)

(typed or printed name and title)

Attest: _____

(Secretary)

Business Address: _____

Phone No. _____

END OF SECTION

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**SECTION 00 4100.01
BIDDER STATUS FORM**

To be completed by all bidders	Part A
Please circle Yes or No for each of the following:	

Part 1 Bidder Status Form

1.1 IOWA BIDDER STATUS FORM

- A. The Iowa Division of Labor Bidder Preference Law is required by Iowa Code 73A.21. and can be referenced here: <http://www.iowadivisionoflabor.gov/bidder-preference-law>

1. Iowa Bidder Status Form

YES	NO	My company is authorized to transact business in Iowa <i>(To help you determine if your company is authorized, please review the worksheet on the next page).</i>
YES	NO	My company has an office to transact business in Iowa.
YES	NO	My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
YES	NO	My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
YES	NO	My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
		If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
		If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

Story CCB - TELC Phase 4
Project # 2250011990

To be completed by resident bidders	Part B
--	---------------

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:
2. Does your company's home state or foreign country offer preferences to bidders who are residents? (Circle one) YES NO
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm name: _____

Signature: _____ Date: _____

You must submit the completed form to the government body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

END OF SECTION

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**SECTION 00 4100.02
AUTHORIZATION TO TRANSACT BUSINESS WORKSHEET**

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa. Circle Yes or No.

YES	NO	My business is currently registered as a contractor with the Iowa Division of Labor.
YES	NO	My business is sole proprietorship & I am an Iowa resident for Iowa income tax purposes.
YES	NO	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
YES	NO	My business is an active corporation with the Iowa Secretary of State & has paid all fees required by the Secretary of State, has filed its most recent biennial report, & has not filed articles of dissolution.
YES	NO	My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, & has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
YES	NO	My business is a limited liability partnership which has filed a statement of qualification in this state & the statement has not been canceled.
YES	NO	My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa & a statement of cancellation has not been filed.
YES	NO	My business is a limited partnership or limited liability partnership which has filed a certificate of limited partnership in this state, & has not filed a statement of termination.
YES	NO	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved & no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
YES	NO	My business is a limited liability company whose certificate of organization is filed in Iowa & has not filed a statement of termination.

YES	NO	My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa & the certificate has not been revoked or canceled.
-----	----	--

END OF SECTION

SECTION 00 4100.03

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____.

Name of organization: _____

Title of person signing: _____

Signature: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____,

Notary Public Signature: _____

My Commission Expires: _____

END OF SECTION

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SECTION 00 4325

SUBSTITUTION REQUEST FORM

REFERENCE: AIA A701 INSTRUCTIONS TO BIDDERS SUBPARAGRAPH 3.3

NOTE: SUBSTITUTION REQUESTS MUST BE RECEIVED BY THE Architect/Engineer 10 days PRIOR TO THE RECEIPT OF BIDS.

PROJECT: Story CCB - TELC Phase 4

A/E: Shive-Hattery, Inc.

BIDDER: _____

BY: _____

DATE: _____

SPECIFIED MATERIAL, PRODUCT OR EQUIPMENT: _____

RELATED SPECIFICATION SECTIONS: _____

RELATED DRAWING NUMBERS: _____

PROPOSED SUBSTITUTION: _____

REASON FOR PROPOSED SUBSTITUTION: _____

ATTACHED DATA: Refer to AIA Instructions To Bidders (AIA A701-1997) subparagraph 3.3 Substitutions for requirements. Attach additional pages, if necessary.

			<u>Item</u>		<u>Description</u>
			<u>No.</u>		

For Use by the Architect/Engineer

Substitution:	___	Approved	___	Not Approved
	___	Approved As Noted	___	Not Approved - Received too Late

By: _____ Date: _____

END OF SECTION

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**SECTION 00 5200
AGREEMENT FORM**

PART 1 GENERAL

1.1 FORM OF AGREEMENT

- A. AIA A101-2017 "Standard Form of Agreement Between Owner and Contractor", where the basis of payment is a stipulated Sum, forms the basis of the contract between the Owner and Contractor and is hereby made a part of these Documents to the same extent as if bound herein. All provisions which are not amended or supplemented remain in full force and effect.
- B. This form can be purchased from the American Institute of Architects state office as follows:
 - 1. AIA Iowa
 - 2. 400 Locust Street, Suite 100
 - 3. Des Moines, IA 50309
 - 4. Phone: 515-244-7502
 - 5. Fax: 515-244-5347
 - 6. www.aiaiowa.org
 - 7. OR
 - 8. AIA Chicago
 - 9. 35 East Wacker Drive, Suite 250
 - 10. Chicago, IL 60601
 - 11. Phone: 312-670-7770
 - 12. Fax: 312-670-2422
 - 13. www.aiachicago.org
 - 14. OR
 - 15. AIA Indiana
 - 16. 115 West Washington Street #955
 - 17. Indianapolis, IN 46204
 - 18. Phone: 317-634-6993
 - 19. www.aiaindiana.org

1.2 RELATED REQUIREMENTS

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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**SECTION 00 5350
INSURANCE AND BONDS - A101 EXHIBIT A**

INSURANCE AND BONDS

The following Supplements modify, change, delete from or add to the "Insurance and Bonds," American Institute of Architects (AIA) Document A101 - 2017 Exhibit A. Where any Article, Section or clause or portion thereof of the Exhibit A - Insurance and Bonds is modified or deleted by these Supplementary Conditions, the unaltered portions of that Article, Section, Section or clause or portion thereof shall remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

The following Sections in Article A.2 are either selected, not selected or revised as stated below:

A.2.4.1 Loss of Use, Business Interruption Insurance with policy limit of \$50,000 is selected.
Delete the words "and Delay in Completion Insurance,"

A.2.4.2 Ordinance or Law Insurance with policy limit of \$500,000 is selected.

A.2.4.3 Expediting Cost Insurance with policy limit of \$50,000 is selected.

A.2.4.4 Extra Expense Insurance with policy limit of \$50,000 is selected.

A.2.4.5 Civil Authority Insurance is not selected.

A.2.4.6 Ingress/Egress Insurance is not selected.

A.2.4.7 Soft Costs Insurance with policy limit of \$50,000 is selected.

A.2.5.1 Cyber Security Insurance is not selected.

A.2.5.2 Other Insurance is not selected.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

The following Sections in Article A.3 are either selected, not selected or revised as stated below:

A.3.1.1 In the last sentence, after the words "Contractor's Commercial General Liability",
add the words "Commercial Auto Liability, Pollution coverage, if applicable,"

A.3.1.1 After the last sentence, add the sentence:

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

Add the following to Section A.3.1.1:

A.3.1.1.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

A.3.1.1.2 The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

A.3.1.3 In the first sentence, after the words "commercial general liability," add the words "commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability"

A.3.1.3 Add the following A.3.1.3.1 to Section A.3.1.3

A.3.1.3.1 All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

A.3.1.3.1.1 Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

A.3.1.3.1.2 Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

A.3.1.3.3 Assertion of Government Liability: The Owner shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

A.3.1.3.4 Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

A.3.2.1 Add the following A.3.2.1.1 to Section A.3.2.1

A.3.2.1.1 All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.

A.3.2.2 Replace Section A.3.2.2.1 in its entirety with the following:

A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including

A.3.2.2.1 Replace Section A.3.2.2.1.5 in its entirety with the following:

A.3.2.2.1.5 \$250,000 limit for damage to premises rented to Contractor

A.3.2.2.1 Add Sections A.3.2.2.1.6 through A.3.2.2.1.9:

A.3.2.2.1.6 \$10,000 limit on medical expenses on any one person

A.3.2.2.1.7 \$10,000 limit on medical

A.3.2.2.1.8 Contractual liability for personal & advertising injury

A.3.2.2.1.9 Electronic data liability endorsement with limits not less than \$50,000

A.3.2.2.2 Delete Section A.3.2.2.2.4

A.3.2.3 Revise Section A.3.2.3 as follows:

A.3.2.3 Automobile Liability policy limits will be not less than one million (\$1,000,000) per accident.

A.3.2.3 Add to the end of the last sentence "including coverage for pollution liability broaden cover for automobile per CA 9948 and MCS 90 filings if required by law.

A.3.2.4 Revise Section A.3.2.4 as follows:

A.3.2.4 Revise the second sentence in Section A.3.2.4 to read"...Commercial General Liability, Automobile Liability, and Employer Liability..."

A.3.2.6 Employers' Liability policy limits will be not less than one million (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million (\$1,000,000) policy limit.

A.3.2.8 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Professional Liability insurance.

A.3.2.9 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Pollution Liability insurance.

A.3.2.10 If a Combined Professional Liability and Pollution Liability insurance policy is procured, policy limits will be not less than five million (\$5,000,000) per claim and five million (\$5,000,000) in the aggregate.

A.3.2.11 Policy limits will be not less than one million (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate for maritime liability risks insurance.

A.3.2.12 Policy limits will be not less than one million (\$1,000,000) per claim and one million (\$1,000,000) in the aggregate for manned or unmanned aircraft insurance.

A.3.3.2.2 Railroad Protective Liability Insurance is not required and therefore A.3.3.2.2 is not selected.

A.3.3.2.5 After the word "owned" add the words "and rented".

A.3.3.2.6 Add the following other insurance coverage to A.3.3.2.6:

Should the Contractors subcontractors or its lower tier subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than one million (\$1,000,000).

END OF SECTION

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SECTION 00 6325

SUBSTITUTION REQUEST FORM - DURING CONSTRUCTION

TO: _____

PROJECT: Story CCB - TELC Phase 4

OWNER: Story County Conservation

A/E: Shive-Hattery, Inc.

BID DATE: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

DRAWING NO.: _____ DRAWING NAME: _____

SPEC SECT. SPEC NAME PARAGRAPH SPECIFIED ITEM

Proposed Substitution:

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit, with request, all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

Signature: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____ Date: _____

Signature shall be by person having authority to legally bind the firm to the above terms.

Failure to provide legally binding signature will result in retraction of approval.

FOR USE BY Architect/Engineer:

☐ Accepted ☐ Accepted as Noted ☐ Not Accepted ☐ Received Too Late

Date: _____

FILL IN BLANKS BELOW

Does the substitution affect dimensions shown on Drawings? Yes No

If Yes, clearly indicate changes:

Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes No

If No, fully explain:

What effect does substitution have on other Contracts or other trades?

What effect does substitution have on construction schedule?

Manufacturer's warranties of the proposed and specified items are:

(Explain on Attachment) Same Different

Reason for Request:

Itemized comparison of specified item(s) with the proposed substitution. List significant variations:

Accurate cost data comparing proposed substitution with product specified:

Designation of maintenance services and sources:

(ATTACH ADDITIONAL SHEETS IF REQUIRED)

END OF SECTION

**SECTION 00 7100
CONTRACTING DEFINITIONS**

PART 1 GENERAL

1.1 APPLICABILITY: THESE DEFINITIONS ARE INTEGRAL TO THE AGREEMENT.

1.2 DEFINITIONS - DESIGN-BUILD DOCUMENTS

- A. Contract Documents: As defined in the Conditions of the Contract and as follows:
 - 1. At the time of execution of the Agreement, Contract Documents consist of the following:
 - a. The Agreement and Conditions of the Contract, and other documents listed on the Table of Contents under the heading Contracting Requirements.
 - 2. From time to time after execution of the Agreement, upon approval by the Owner, the following types of documents will be incorporated into Contract Documents:
 - a. Drawings and other documents documenting the design.
 - b. Construction drawings and specifications detailing the execution of the design.
- B. Project Program: The Owner's requirements for size, arrangement, organization, and location of functional spaces, description of space functions, identification of fittings, equipment, and furnishings, description of the physical and environmental requirements for each space, together with a description of the image, goals, or "mission" of the project.

1.3 DEFINITIONS - TIME PERIODS AND MILESTONE DATES

- A. Preliminary Design: The time period during which the design criteria are finalized and preliminary drawings and written descriptions are prepared to illustrate the proposed design of the work or a portion of the work to the Owner, as described in the Conditions of the Contract.
- B. Design Development: The time period during which the form, arrangement, size, and materials of the work or a portion of the work are determined as described in the Conditions of the Contract.
- C. Construction Documents: The time period during which process working drawings, specifications, and other documents describing the work or a portion of the work are prepared in sufficient detail to allow accurate and complete construction.
- D. Construction: The time period from the beginning of work on the project site until final payment as defined by the Conditions of the Contract.
- E. Substantial Completion: The date as defined in the Conditions of the Contract. Date of Substantial Completion is the due date for the following:
 - 1. Design-Builder's complete punchlist of items to be completed.
 - 2. Owner's complete punchlist of items to be completed.
 - 3. Compliance with requirements of governing authorities, for submittals, inspections, and permits.
 - 4. Compliance with Owner's requirements for access to areas occupied by the Owner.
- F. Closeout: The time period during which all details of both construction and commissioning are completed.

1. The Closeout period is the time from Date of Substantial Completion until final payment, both as defined by the Conditions of the Contract.
 2. Before and during the Closeout period, the Owner will ascertain whether the completed project complies with Contract Documents.
- G. Occupancy: The time period during which the project is occupied for its intended purpose.
1. The Occupancy period begins at Date of Substantial Completion, as defined by the Conditions of the Contract.
- H. Correction Period: The time period defined by the Conditions of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 7200

GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

AIA A201-2017 "General Conditions of the Contract for Construction" is the General Conditions between the Owner and the Contractor and is hereby made a part of these documents to the same extent as if bound herein. The document can be purchased from the American Institute of Architects state office as follows:

AIA Iowa
400 Locust Street, Suite 100
Des Moines, IA 50309
Phone: 515-244-7502
Fax: 515-244-5347
www.aiaiowa.org
<u>OR</u>
AIA Chicago
35 East Wacker Drive, Suite 250
Chicago, IL 60601
Phone: 312-670-7770
Fax: 312-670-2422
www.aiachicago.org
<u>OR</u>
AIA Indiana
115 West Washington #955
Indianapolis, IN 46204
Phone: 317-634-6993
www.aiaindiana.org

RELATED REQUIREMENTS

Section 00 7300 - Supplementary Conditions.

Section 01 4216 - Definitions.

SUPPLEMENTARY CONDITIONS

Refer to Document 00 7300 - Supplementary Conditions for amendments to these General Conditions.

END OF SECTION

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**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

ARTICLE 1: GENERAL PROVISIONS

No Supplements

ARTICLE 2: OWNER

2.1 GENERAL

Add the following Clause 2.1.1.1 to Section 2.1.1:

2.1.1.1 The Owner is:

Name:	Story County Conservation
Address:	56461 180th Street, Ames, IA 50010
Telephone:	515-232-2516

Add the following Clause 2.1.1.2 to Section 2.1.1:

2.1.1.2 The Owner's Authorized contract Representative is:

Name:	Mike Cox
Title:	Director
Address:	56461 180th Street, Ames, IA 50010
Telephone:	515-232-2516
Email:	mcox@storycountyiowa.gov

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Section 2.3.2 and substitute the following Section 2.3.2:

2.3.2 The "Architect" is defined in this Contract as the Engineer or Architect lawfully licensed to practice architecture or engineering or an entity licensed to lawfully practice architecture or engineering in the jurisdiction where the project is located and identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number. The term "Engineer," "Architect/Engineer," "Engineer/Architect," "Architect's authorized representative," "Engineer's authorized representative," or "Architect/Engineer's authorized representative" shall mean "Architect" as defined in this Section.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS & FIELD CONDITIONS BY CONTRACTOR

Add the following sentence to the end of 3.2.2:

3.2.2 The Contractor also represents that all Contract Documents for the Project have been examined, including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections 3.3.4 and 3.3.5:

3.3.4 The Owner reserves the right to retain ownership to any materials or equipment that is part of the existing facility. If material or equipment is to be removed from the site, the Contractor shall detach such items and before removing from site, obtain permission from the Owner, or his designee, to do so. All items not retained by Owner shall be removed in a proper manner by the Contractor.

3.3.5 The Contractor shall submit to the Owner before construction begins one copy of Material Safety Data Sheets of hazardous substances to be stored on the Owner's premises or incorporated in the performance of this contract. The Contractor shall also keep Material Safety Data Sheets posted at the work site for all substances while these substances are on the Owner's premises. Hazardous substances shall be any substance which is covered by Law (Right to Know Rules).

3.4 LABOR AND MATERIALS

Add Sections 3.4.4 through 3.4.8:

3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Specifications, Division 01, General Requirements.

3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for the specified product;
3. Certifies that the cost data presented in the substitution request is complete and includes all related costs under this Contract except the Architect/Engineer's review and/or redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at the Contractor's expense.

3.4.6 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

3.4.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect or Architect's Consultants to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Contract Documents made necessary by the Owner's acceptance of such substitutions.

3.4.8 The Contractor, and its subcontractors, shall conform to local labor laws of the State in which the project resides. Prior to starting Work, the Contractor shall become familiar with local labor and trade conditions, skilled and unskilled, and shall conform to the local conditions. The Contractor shall consider the availability of labor in the area and import labor as may be required, at the Contractor's expense, to meet the Schedule for the Work.

3.6 TAXES

Delete the language in Section 3.6 and substitute the following Sections:

3.6.1 This Project is exempt from State and local sales and use taxes on sales of building materials and fixtures to construction contractors for incorporation into real estate for governmental bodies of the State of Iowa. The Contractor shall continue to pay sales tax on items that do not become a part of the Project. For details, refer to .

3.6.2 The Owner as a designated exempt entity will complete an online application to register this Project with the Iowa Department of Revenue and Finance. The Owner will distribute Tax Exemption Certificates and Authorization Letters to the Contractor and all Subcontractors who have been identified at, or before filing of the Performance Bond.

3.6.3 On or before the time the Performance Bond is filed, the Contractor shall provide a listing to the Owner identifying all Subcontractors. Contractor and Subcontractors shall make copies of the Tax Exemption Certificate and provide a copy to each supplier providing construction material. This Certificate will allow the Contractor and Subcontractors to purchase qualified building materials free from sales tax for the Project. The Tax Exemption Certificate and Authorization Letter have been developed exclusively for this purpose and are applicable only for this specific Project.

3.6.4 If the online registration is not available at the time The Contract is approved by the Owner, the Owner will notify the Contractor, in writing, and the cost of sales tax on all construction materials used for the Project will be added to the Contract Sum. The Contractor shall then submit Form 35-002 to the Owner for Iowa sales/use tax paid.

3.6.5 Payment will be made in accordance with the payment provisions set out in these specifications and the Advertisement for Bids and Notice of Public Hearing. Notwithstanding anything in these specifications and the Advertisement for Bids and Notice of Public Hearing to the contrary, no Final Payment shall be released until Form 35-002 has been filed with the Owner, where applicable, and all lien waivers are on file.

3.6.6 Notwithstanding anything herein to the contrary, Contractor shall file with Owner forms contemplated by the Iowa Code enabling Owner to apply for a refund for sales or use tax paid in carrying out the work.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Delete Section 3.7.5 and substitute the following Section 3.7.5:

3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains, burial markers, archeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains and features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

Add Clauses 3.7.5.1 through 3.7.5.3 to Section 3.7.5:

3.7.5.1 Upon securing building permits, any plan reviews and fees which may be required by the State or Local Jurisdiction Having Authority in which the project resides, such as Fire Alarm and Automatic Sprinkler System, shall be borne by the Contractor.

3.7.5.2 The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. The Contractor is responsible for any costs associated with re-inspection caused by Work that is not in accordance with the requirements of the Contract Documents. In addition, the Contractor is responsible for costs associated with Architectural/Engineering services related to evaluation of the deficiencies and development of an acceptable solution.

3.7.5.3 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect/Engineer or Architect/Engineer's Consultants for services related to evaluation of the deficiencies and development of an acceptable solution, including agreed-upon changes in the Contract Documents.

Add the following Section 3.7.6 and associated clauses 3.7.6.1 thru 3.7.6.3:

3.7.6 The State of Iowa, its agencies, and its political subdivisions, including cities, school districts, public partnerships, and public utilities are required by Iowa Code Section 73A.21 to require a reciprocal resident bidder and resident labor force preference.

3.7.6.1 A "Resident Bidder" means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

3.7.6.2 A resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country other than Iowa if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

3.7.6.3 If the Contractor is a nonresident bidder, the Contractor is required to specify in the Agreement between the Owner and Contractor whether any preference (as described in 3.7.6.2) is in effect in the nonresident bidder's state or country at the time of this bid and identify the source of the regulation.

3.9 SUPERINTENDENT

Delete Section 3.9.1 and substitute the following Section 3.9.1:

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site whenever two or more subcontractors are performing the Work. The superintendent's absence from the project site when work is being performed does not relieve the Contractor of any responsibility for correctly performing the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE

Delete the last sentence of Section 3.10.2 so that the Section now reads:

3.10.2 The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following Section 3.12.11:

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

3.13 USE OF SITE

Add the following Sections 3.13.1 and 3.13.2:

3.13.1 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the Progress Schedule and the Contractor shall additionally give the Owner sufficient advanced written notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely written notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

3.13.2 The Contractor, any subcontractor, supplier, vendor or anyone else for whom the Contractor is responsible, shall not bring on the site any asbestos, PCB's, petroleum, hazardous waste or radioactive materials, except for proper use in performing the Work.

3.14 CUTTING AND PATCHING

Delete Section 3.14.1 and replace with the following:

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Contractor shall be responsible for cutting and patching not specifically indicated on the drawings, but required for completion of their Work. No structural member shall be cut unless approved by the Architect or Architect's Consultants. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

ARTICLE 4: ARCHITECT

4.1 GENERAL

Add the following clause 4.1.1.1 to section 4.1.1:

4.1.1.1 The Architect is:

Name:	Shive-Hattery, Inc.
Address:	4125 Westown Parkway, Suite 100
Phone:	515-223-8104
Project Contact Person:	Monica Gibbs
Contact Person Email:	mgibbs@shive-hattery.com

4.2 ADMINISTRATION OF THE CONTRACT

Add Clause 4.2.2.1 to Section 4.2.2:

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for such site visits.

Add the following sentence to the end of Section 4.2.13:

4.2.13 The term aesthetic effect includes, but is not limited to color, texture, profile, and relationship of masses.

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Section 5.2.1 and substitute with the following Section 5.2.1:

5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within seven (7) calendar days after award of the contract and prior to execution of the contract, shall notify the Owner and Architect of the persons or entities (proposed for each principal portion of the work including those who are to furnish materials or equipment fabricated to a special design). After receipt of the information the Architect may notify the contractor within seven (7) calendar days whether or not the Owner or the Architect, after due investigation, (1) has reasonable objection to any such proposed person or entity, or (2) requires additional time and/or information to complete the review. Failure of the Architect to reply within this time period shall constitute notice of no reasonable objections.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No Supplements

ARTICLE 7: CHANGES IN THE WORK

7.1 GENERAL

Add the following Section 7.1.4 and associated clauses 7.1.4.1 thru 7.1.4.9:

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

7.1.4.1 For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.

7.1.4.2 For the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due the Subcontractors.

7.1.4.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 15 percent of the cost.

7.1.4.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

7.1.4.5 The maximum allowable combined overhead and profit passed through to the Owner under any circumstances shall be a maximum of 25 percent.

7.1.4.6 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

7.1.4.7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their property can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Itemize labor by trade, tasks, hour quantities and labor rates. Itemize materials by product, quantity and unit price. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.

7.1.4.8 The Contractor represents that proposals will include all related costs prior to presentation to the Owner or Architect for consideration.

7.1.4.9 The Architect's review of the Contractor's proposals will be limited to one initial submittal and one re-submittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation and response to additional re-submittals, wherein the first two submittals were not prepared in accordance with the Contract Documents.

7.2 CHANGE ORDERS

Add the following Section 7.2.2:

7.2.2 The forms used to process a Change Order will include AIA Document AIA G701, Change Order.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.2 Delete the word "knowingly" in the first sentence.

8.2.3 Revise the end of the sentence after "Substantial Completion" as follows:

"...and Final Completion within the Contract Times specified."

ARTICLE 9: PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENT

Delete Section 9.3.1 and substitute the following Section 9.3.1:

(For governmental bodies in Iowa, including the State, Counties, Cities, School Districts, etc.)

9.3.1 At least 30 (thirty) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers. If the Contract Documents require the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Delete Section 9.5.4 in its entirety.

9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following Section 9.6.1:

9.6.1 After the Architect has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract Documents and in accordance with Iowa Code Chapters 26 and 573, latest edition.

Delete the first two sentences of Section 9.6.4 so that it reads as follows:

9.6.4 Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

9.8 SUBSTANTIAL COMPLETION

Delete Section 9.8.1 and substitute the following Section 9.8.1:

9.8.1 Substantial Completion is the stage in the progress of the Work as being when any of the following occurs:

- 1) Completion of the public improvement project or the highway, bridge, or culvert project or when the work on the public improvement or the highway, bridge, or culvert project has been substantially completed in general accordance with the terms and provisions of the contract.
- 2) The work on the public improvement or on the designated portion is substantially completed in general accordance with the terms of the contract so that the governmental entity or the department can occupy or utilize the public improvements or designated portion of the public improvement for its intended purpose. This subparagraph shall not apply to highway, bridge, or culvert projects.
- 3) The public improvement project or the highway, bridge, or culvert project is certified as having been substantially completed by either of the following:
 - (a) The Architect or Engineer authorized to make such certification.
 - (b) The authorized contract representative.

- 4) The governmental entity or the department is occupying or utilizing the public improvement for its intended purpose. This subparagraph shall not apply to highway, bridge, or culvert projects.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following Clause 9.10.1.1 to Section 9.10.1:

9.10.1.1 The Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for the amounts paid to the Architect for any additional inspections.

Delete Section 9.10.2 and substitute the following Section:

9.10.2 Neither final payment nor remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Add the following Section 9.10.6:

9.10.6 Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:

- 1) Building Permit(s)
- 2) Certificate of Occupancy
- 3) Affidavits
- 4) Warranties
- 5) Lien Waivers
- 6) Record Drawings
- 7) Operation & Maintenance manuals
- 8) Hazardous Waste Materials logs, disposal documentation, and/or other required documentation

- 9) Letter of certification that no known asbestos-containing building materials or lead-based paint were provided or installed in the Work

Add the following Section 9.10.7 and Clauses 9.10.7.1 thru 9.10.7.4:

9.10.7 The following clauses are in accordance with Iowa Code, Chapter 26, Section 26.13, Early Release of Retainage, and are reiterated here for reference. Other provisions of Chapter 26, Chapter 573, and other applicable Chapters of the Code also apply:

9.10.7.1 At any time after all work on the project is substantially completed, the Contractor may request the release of all or part of the retained funds owed. The request shall be accompanied by a sworn statement of the Contractor that, ten (10) calendar days prior to filing the request, notice was given as required by Section 7 (of Chapter 26) to all known subcontractors, sub-subcontractors and suppliers.

9.10.7.2 Except as provided under Section 3 (of Chapter 26), upon receipt of such request, the Owner shall release all or part of the retained funds. Retained funds that are approved as payable shall be paid at the time of the next monthly payment or within 30 days, whichever is sooner. If partial retained funds are released pursuant to a Contractor's request, no retained funds shall be subsequently held based on that portion of the work. If within 30 days of when payment becomes due the Owner does not release the retained funds due, interest shall accrue on the amount of retained funds at the rate of interest that is calculated as the prime rate plus one percent per year as of the day interest begins to accrue until the amount is paid.

9.10.7.3 If labor and/or materials are yet to be provided at the time the request for the release of the retained funds is made, an amount equal to 200% of the value of the labor and/or materials yet to be provided, as determined by the Owner, may be withheld until such labor and/or materials are provided.

9.10.7.4 An itemization of the labor and/or materials yet to be provided, or the reason that the request of retained funds is denied, shall be provided to the Contractor within 30 calendar days of the receipt for release of retained funds.

9.11 LIQUIDATED DAMAGES

Add the following Section 9.11 to Article 9:

9.11 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner for any extra costs necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial Completion required by the Agreement including (but not limited to) expenses for temporary structures, facilities, utilities, security systems, transportation, any extra Owner provided or subcontracted labor and materials, engineering or architectural services, construction observation services and related expenses. Such costs are in no way a penalty, but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

10.3 HAZARDOUS MATERIALS

Add the following sentence to Section 10.3.4:

10.3.4 No product containing asbestos, Polychlorinated Biphenyl (PCB), lead-based materials or any other hazardous material identified by the United State Environmental Protection Agency shall be incorporated into the Work.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

Add the following paragraphs to Section 11.1.2

11.1.2.1 The Contractor shall deliver the required bonds to the Owner not later than seven days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.1.2.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

11.2 OWNER'S INSURANCE

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

Add the following Clause 12.2.2.4 to Section 12.2.2:

12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete the language in Section 13.1 and substitute the following language:

13.1 The Contract shall be governed by the law of the place where the Project is located.

13.4 TESTS AND INSPECTIONS

13.5 INTEREST

For Iowa governmental entities.

Delete Section 13.5.and substitute the following Section 13.5:

13.5 Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 74A.2 and 573.12, Code of Iowa, latest revision.

13.6 EQUAL EMPLOYMENT OPPORTUNITY

Add the following subparagraphs to 13.6:

13.6.1 The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, marital status, physical or mental handicap. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

13.6.1 The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Illinois Human Rights Act and the rules and regulations adopted pursuant thereto by the Illinois Department of Human Rights. During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service. The Contractor shall also:

13.6.1.1 Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.

13.6.1.2 Comply with procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

13.6.1.3 Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;

13.6.1.4 Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

13.6.1.5 Require similar clauses in all of its subcontracts for services or materials.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

No Supplements

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

Delete Section 15.1.2 in its entirety and substitute the following Section 15.1.2 and Clauses 15.1.2.1 thru 15.1.2.3:

15.1.2 Time Limits on Claims - As between the Owner and the Contractor, the commencement of the statutory limitation period shall be as follows:

15.1.2.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

15.1.2.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

15.1.2.3 After Final Certificate of Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

Add Clauses 15.1.6.3 and 15.1.6.4 to Section 15.1.6:

15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

END OF SECTION

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SECTION 01 1000 SUMMARY

PART 1 GENERAL

1.1 PROJECT

- A. Project Name: Story CCB - TELC Phase 4
- B. Architect's Name: Shive-Hattery, Inc.
- C. The Project consists of the construction of a new cabin at the Dakins Lake campground, north of Zearing, Iowa. The Dakins Lake Cabin project will include a 960 square foot pre-manufactured dwelling, with a 192 square foot covered porch, that will be available for public reservations. In addition to the cabin, the project will include accessible parking and sidewalks, a sprinkler fire protection system, landscaping, earthwork, site restoration, and extension of existing utilities..

1.2 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.3 PROJECT SCHEDULE

- A. The project schedule is defined in the Advertisement for Bids.

1.4 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the site during the entire construction period. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

3. Driveways and Entrances: Keep driveways serving premises clear and available to Owner or emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Time Restrictions: Work shall be performed inside the existing building during normal business working hours.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Procedures for preparation and submittal of application for final payment.

1.2 RELATED REQUIREMENTS

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
- B. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - 1. Application for Payment forms with Continuation Sheets.
 - 2. Submittals Schedule.
 - 3. Contractor's Construction Schedule.
- C. Form to be used: AIA Document G703 Continuation Sheets
- D. Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
- E. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect/Engineer for approval.
- F. Forms filled out by hand will not be accepted.
- G. Submit Schedule of Values to Architect at earliest possible date but no later than 7 days after date on the Notice of Award OR Notice of Award.

- H. Format: Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance. Provide at least one line item for each Specification Section. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of the Work.
 - 3. Name of subcontractor.
 - 4. Name of manufacturer or fabricator.
 - 5. Name of supplier.
 - 6. Change Orders (numbers) that affect value.
 - 7. Dollar value.
 - a. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- I. Revise schedule to list approved Change Orders, with each Application For Payment.
- J. 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. Provide several line items for principal subcontract amounts, where appropriate.
- K. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- L. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
- M. 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.
- N. 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 PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Form to be used: AIA Document G702 and AIA Document G703 Continuation Sheets.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect/Engineer for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.

8. Percentage of Completion.
 9. Balance to Finish.
 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic copy of each Application for Payment.
- J. Include the following with the application:
1. Partial release of liens or other claims from major subcontractors and vendors.
 - a. Conditional Waivers and Releases on progress payments: With each Application for Payment, submit waivers and releases from every entity who is lawfully entitled to file a mechanic's lien, claim payment against payment bond, or any other claim for payment arising out of the Contract and related to the Work covered by the current payment.
 - 1) Submit partial waiver and release on each item for amount requested in current application, after deduction for retainage, on each item.
 - 2) When an application shows completion of an item, submit final or full waivers and releases.
 - 3) Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - b. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1) Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2) When an application shows completion of an item, submit final or full waivers.
 - 3) Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4) Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- K. When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. List of Contractor's staff assignments.

6. Copies of building permits.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Initial progress report.
 9. Report of preconstruction conference.
 10. Certificates of insurance and insurance policies.
 11. Performance and payment bonds.
 12. Data needed to acquire Owner's insurance.
- M. Application for Payment at Substantial Completion: After receiving 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.
- N. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
- 1.6 APPLICATION FOR FINAL PAYMENT
- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2500 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.2 RELATED REQUIREMENTS

- A. Section 00 2113 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 00 4325 - Substitution Request Form: Required form for substitution requests made prior to award of contract (During procurement).
- C. Section 00 6325 - Substitution Request Form - During Construction: Required form for substitution requests made after award of contract (During construction).
- D. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- E. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.3 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Agrees to reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.
 1. Submit an electronic document, combining the request form with supporting data into single document.

3.2 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 1. Section 00 2113 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
- B. Submittal Form (before award of contract):
 1. Submit substitution requests by completing the form in Section 00 4325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.3 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 1. Submit substitution requests by completing the form in Section 00 6325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect/Engineer, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience within 14 days of discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect/Engineer, in order to stay on approved project schedule.
 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect/Engineer for any required redesign, time spent processing and evaluating the request.
 - b. Other construction by Owner.
 - c. Other unanticipated project considerations.

- D. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.
 3. When acceptance will require revisions to Contract Documents.

3.4 RESOLUTION

- A. Architect/Engineer may request additional information and documentation prior to rendering a decision. Architect will request information or documentation within 7 days of receipt of a request for substitution.
- B. Architect/Engineer will notify Contractor in writing of decision to accept or reject request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

3.5 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.6 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

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**SECTION 01 2600
CONTRACT MODIFICATION PROCEDURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 2600

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**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Pre-installation meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Requests for Interpretation (RFI) procedures.
- I. Submittal procedures.
- J. Administrative and supervisory personnel
- K. Requests for information (RFI).

1.2 RELATED REQUIREMENTS

- A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- B. Section 01 6000 - Product Requirements: General product requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 REFERENCE STANDARDS

- A. AIA G810 - Transmittal Letter; 2001.

1.4 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect/Engineer:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.

7. Applications for payment and change order requests.
8. Progress schedules.
9. Coordination drawings.
10. Correction Punch List and Final Correction Punch List for Substantial Completion.
11. Closeout submittals.

1.5 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation, information, or clarification of the Contract Documents.
- B. Action Submittals: Written and graphic information that does require Architect's responsive action.
- C. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.
- D. Field and File: Written information that does not require Architect's responsive action. Information required to be accessed on site, for example; Safety Data Sheets, construction te.

1.6 PROJECT COORDINATION

- A. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 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. Preinstallation conferences.
 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to the conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.7 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.

- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including the superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, email addresses, and telephone numbers, including home, mobile, and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
- B. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
- C. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- D. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

1.9 REQUESTS FOR INFORMATION (RFI)

- A. Procedure: Immediately on discovery of the need for information or interpretation of the Contract Documents, prepare and submit a Request for Information (RFI) in the form specified, with a necessary question regarding ambiguities or conflicts in the documents or field conditions, concealed conditions at the site, clarification of a contract requirement, dimensions, or other information for which clarification is required.
 - 1. RFI's shall originate with Contractor, Architect, or Owner. RFIs submitted by entities other than Contractor, Architect, or Owner will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 - 3. The Contractor is required to review all RFI's submitted by subcontractor's and suppliers for completeness, accuracy, validity, and justification prior to submission to the Architect. The Contractor can commonly answer subcontractor /supplier RFI's without delegation to the Architect.
 - 4. Promptly submit any RFI's that could result in a delay of the activities on the critical path if the resolution is not obtained promptly. Provide a date on each RFI that the response is required by, in order to not have an impact on the critical path of construction activities.
 - 5. In the case of a condition that requires a change in the work to resolve a conflict or other condition, the Contractor shall include a recommendation for resolution of the condition and submit a separate Change Order Request (COR).
 - 6. The Architect's response to an RFI is not an authorization to proceed with work involving additional cost, time or both. If the response involves additional work the Contractor shall provide the Architect with a complete description of work added and work deleted by the response within seven (7) days of the issued date of the RFI response. If the response involves additional work for which the Contractor will seek an adjustment to the contract sum, time or both, the Contractor shall submit a cost proposal in the form of a Change Order Request (COR) to the Architect. The Contractor shall not proceed with incorporating the response into the work until a Change Order or, Construction Change Directive has been fully executed.

7. Unless notified otherwise by the Contractor, the Architect's RFI response shall have the same effect as the Architect's order for minor changes in the Work. The Contractor will proceed with the Work, and the response will be incorporated into the contract that same as the Architect's written order for minor changes in the Work. Notify the Architect in writing if noted modifications cannot be made due to conflicting circumstances in the field, in other contract documents, or for other reasons.
 8. The Contractor shall not incorporate any language into RFI's or Change Proposals that imply future additional costs or delays beyond those fully explained within the document. The Contractor may stipulate conditions or constraints under which the pricing or time may change; however, such conditions or constraints shall not infringe on the Architect's or Owner's right to adequate time for review of the issue.
 9. The Contractor shall not submit Confirming RFI's, i.e., RFI's requesting confirmation of information already in the contract documents or previously provided, or requesting confirmation to questions previously answered or clarification previously given. Similarly the Contractor shall not submit Repetitive RFI's, i.e., RFI's, wherein the same information is requested more than once, even if phrased in another format or asked in a different manner. Confirming & Repetitive RFI's are considered frivolous.
 10. The Contractor shall not retain or suppress RFI's for group submissions. Each individual RFI is to be submitted expeditiously upon occurrence. Numerous RFI's submitted in a short time period will not be considered reasonable, and will result in review times being extended accordingly.
 11. The Contractor shall not install any components in locations other than as indicated on the contract documents unless 1) all other affected work has been reviewed and coordinated with the relocation; and 2) the relocation is the resolution for an RFI, including a statement by the Contractor that the relocation has been coordinated with other affected work.
 12. The Contractor shall not use an RFI as a means of proposing a deviation, an alternative product, arrangement, or installation for the Contractor's convenience; these proposals shall be submitted as Substitution Requests, and the RFI voided. A contractor-proposed alternative arrangement or installation submitted as an RFI will not become the subsequent basis for a claim by the contractor.
 13. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to:
 - a. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
 - b. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other Owner/Architect-provided information or prior project correspondence or documentation.
 - c. Contractor-proposed alternative arrangements or installations for the convenience of the contractor which, upon acceptance, requires the Architect to revise the contract documents.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.

3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature or review stamp.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing information or interpretation. Each RFI shall include sufficient detail for evaluation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Software-Generated RFI's: Software-generated form with substantially the same content as indicated above.
- D. Architect Action: Architect will review each RFI, determine action required, and return it. Allow an average of ten working days for Architect's response for each RFI. RFI's received after 1:00 p.m. will be considered as received the following working day. Some issues may take longer for review, the recipient of the RFI shall notify the sender of the RFI if additional time is required.
1. The following RFI's will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions or deviations.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete, inaccurate, invalid, and unjustified RFI's or RFI's with numerous errors.
 - g. Confirming or Repetitive RFI's.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If the Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within seven days of receipt of the RFI response.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule a meeting after Notice of Award.
- B. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- C. Attendance Required Authorized Representatives of:
 - 1. Owner.
 - 2. Architect/Engineer and their subconsultants.
 - 3. Contractor and its superintendent; major subcontractors; suppliers, and other concerned parties.
- D. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Procedure for maintaining Record Documents.
 - 5. Use of premises and existing building.
 - 6. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 7. Submission of initial Submittal schedule.
 - 8. Designation of personnel representing the parties to Contract and their duties.
 - 9. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 10. Scheduling (tentative construction schedule and phasing).
 - 11. Critical work sequencing and long-lead items.
 - 12. Procedures for RFIs.
 - a. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
 - b. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other owner/architect-provided information or prior project correspondence or documentation.
 - 13. Procedures for testing and inspecting.
 - 14. Work restrictions.
 - 15. Owner's occupancy requirements.
 - 16. Responsibility for temporary facilities and controls.
 - 17. Construction waste management and recycling.

18. Parking availability.
 19. Office, work, and storage areas.
 20. Equipment deliveries and priorities.
 21. Warranties and Warranty requirements.
 22. First aid.
 23. Safety and Security.
 24. Progress cleaning.
 25. Working hours.
- E. Architect will record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, Contractor participants, and those affected by decisions made.

3.2 PREINSTALLATION MEETINGS

- A. Schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
1. Contractor.
 2. Owner.
 3. Architect/Engineer.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
1. The Contract Documents.
 2. Use of premises by Owner and Contractor.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Temporary facilities and controls.
 6. Security and housekeeping procedures.
 7. Schedules, including time schedules.
 8. Application for payment procedures.
 9. Procedures for testing and inspecting requirements.
 10. Procedures for maintaining record documents.
 11. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
 12. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other owner/architect-provided information or prior project correspondence or documentation.
 13. Related RFIs.

14. Deliveries.
 15. Review of mockups.
 16. Compatibility problems.
 17. Weather limitations.
 18. Manufacturer's written recommendations.
 19. Warranty requirements.
 20. Space and access limitations.
 21. Installation procedures.
 22. Protection of adjacent work.
 23. Protection of construction and personnel.
- D. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect/Engineer, Owner, participants, and those affected by decisions made. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

3.3 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Owner, Architect/Engineer, Contractor Project Manager and Job Superintendent as appropriate to agenda topics for each meeting. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Review of off-site fabrication and delivery schedules.
 8. Maintenance of progress schedule.
 9. Corrective measures to regain projected schedules.
 10. Planned progress during succeeding work period.
 11. Coordination of projected progress.
 12. Maintenance of quality and work standards.
 13. Effect of proposed changes on progress schedule and coordination.

14. Access.
 15. Site utilization.
 16. Temporary facilities and controls.
 17. Work hours.
 18. Hazards and risks.
 19. Progress cleaning.
 20. Status of correction of deficient items.
 21. Field observations.
 22. RFIs.
 23. Status of proposal requests.
 24. Status of Change Orders.
 25. Pending claims and disputes.
 26. Documentation of information for payment requests.
 27. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, and those affected by decisions made.

3.4 PROJECT CLOSEOUT CONFERENCE

- A. Schedule the conference to review requirements and responsibilities related to project closeout. Set a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of substantial completion.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and their superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Procedures required prior to Substantial Completion Inspection and Final Completion Inspection.
 - 1) Procedure to request Architect review to determine the date of Substantial Completion.
 - 2) Preparation and submission of Contractor's punch list.
 - 3) Architect's process for Substantial Completion review and preparation of the supplemental and final punch lists.
 - b. Procedures for processing Applications for Payment at Substantial Completion and Final Completion.
 - c. Requirements for completing Closeout Documentation.
 - 1) Affidavits
 - 2) Release of Claims or Liens
 - d. Completion time for correcting defective work.
 - e. Partial release of Retainage
 - f. Preparation and submission of Record Documents

- g. Responsibility for removing temporary facilities and controls.
 - h. Final cleaning
 - i. Preparation for final completion review.
 - 3. Record minutes and distribute copies within two days after meeting to participants, and those affected by decisions made.
- 3.5 CONSTRUCTION PROGRESS SCHEDULE- SEE SECTION 01 3216
 - A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
 - B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
 - C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
 - D. Within 10 days after joint review, submit complete schedule.
 - E. Submit updated schedule with each Application for Payment.
- 3.6 REQUESTS FOR INTERPRETATION (RFI)
 - A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
 - B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
 - C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Prepare in a format and with content acceptable to Owner.
 - 3. Prepare using software provided by the Electronic Document Submittal Service.
 - D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.

2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of substitutions (see Section - 01 6000 - Product Requirements)
3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.

3.7 SUBMITTALS FOR REVIEW

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

3.8 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

3.9 SUBMITTALS FOR PROJECT CLOSEOUT

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in Adobe Portable Document Format PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected. Submit separate PDF files for each specification section. Multiple sections combined into one PDF file will be returned to the Contractor.
 1. Name Files according to the following format: <Section Number> <Item Description>. For example: 08 1113 Hollow Metal Doors Shop Drawings.
 2. For shop drawings, the size of the electronic image must be equal with the standard paper size of the sheet, for example:
 3. A 30" x 42" drawing should not be placed on an 11" x 17" sheet size.
 4. An 11" x 17" drawing should not be placed on a 30" x 42" sheet size.

5. For electronic shop drawings larger than 11" x 17", one hard copy of the drawing(s) is required to be submitted with the electronic copy. The hard copy will NOT be returned to the Contractor.
 6. If the Architect deems the electronic submittal illegible, corrupted, and unusable, or if the file size is unreasonably large, then a new electronic copy or hard copy will be required.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect/Engineer.
1. After review, produce duplicates of the Architect's review information.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.11 SUBMITTAL PROCEDURES

- A. General Requirements:
1. Transmit using approved form.
 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 3. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect/Engineer's consultants, Owner, or another affected party, allow an additional 7 days.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Submittal System: The contractor will provide electronic submittals using Newforma Konekt provided by the Architect/Engineer
- E. Submittal Schedule:
1. The Contractor will prepare a submittal schedule.
 - a. The Architect will provide a submittal template to the Contractor for use in preparing the submittal schedule for use with Newforma Info Exchange. The Architect will import the schedule after the initial submittal and the final submittal.
 2. In preparing the schedule, the Contractor should consider time required for review, ordering, manufacturing, fabrication, and delivery plus include additional time required for making corrections or revision to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - a. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

- b. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - c. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - d. Format: Arrange the following information in a tabular format:
 - 1) Schedule 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.
 - 7) Scheduled date of fabrication.
 - 8) Scheduled dates for purchasing.
 - 9) Scheduled dates for installation.
 - 10) Activity or event number.
- F. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- 1. 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. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. This includes the right to withhold action on a submittal requiring color selection until all related color samples or submittals are received.
 - 2. The Contractor is responsible for assuring that each submittal is in full compliance with the submittal requirements prior to forwarding to the Architect for review. Submittals which are incomplete will be considered as not submitted until all submittal requirements are fulfilled. The architect has sole discretion to return incomplete submittals without review, to hold submittals until all requirements are fulfilled, to review partial submittals, or to waive partial requirements. In exercising this discretion, the Architect will incur no obligation to apply the same action to any other submittal.
 - 3. The Contractor is responsible for timely submission of submittals to allow for review and any subsequent corrections necessary prior to undertaking any work covered by the submittal.
- G. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
- 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals or consultants is required. Architect will advise Contractor when a submittal being processed requires extended review time for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

4. Sequential Review: Where the Contract Documents indicate that submittals shall be reviewed sequentially by Architect's consultants, Owner, or other parties, allow 21 days for initial review of each submittal
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
6. Except for required concurrent reviews, the Contractor shall not retain or suppress submittals for group submissions. Each individual submittal is to be transmitted expeditiously upon preparation. Numerous submittals transmitted in a short time period will not be considered reasonable, and will result in review times being extended accordingly. In such cases, the Contractor may request priority consideration of certain submittals.
7. Should the Contractor request an expedited review in order to maintain schedule, the requests will be approved at the sole discretion of Architect. Rejection will not be cause for any claims for delay or additional cost by the Contractor. The Contractor shall be solely responsible should such rejection result in the completion of construction to occur after the contract deadlines.
- H. Transmittal Form: Use Newforma Info Exchange Transmittal as approved by the Architect. When using the Architect's electronic submittal procedure, the transmittal form is part of the submittal file.
- I. Transmit each submittal with a copy of approved submittal form.
- J. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will reject and return received from sources other than Contractor.
 1. Transmittal Form Content: 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. Specification Section number and title.
 - i. Transmittal number (numbered consecutively).
 - j. Remarks.
 - k. Signature of transmitter.
- K. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- L. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

- M. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- N. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
- O. Include the following information on label for processing and recording action taken:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Architect.
 - 4. Name and address of Contractor.
 - 5. Name and address of subcontractor.
 - 6. Name and address of supplier.
 - 7. Submittal number or other unique identifier, including revision identifier.
 - a. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06-1000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 06-1000.01.A).
- P. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- Q. When revised for resubmission, identify all changes made since previous submission.
- R. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- S. Submittals not requested will not be recognized or processed.

3.12 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. Submit Product Data before or concurrent with Samples.

3.13 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
- B. 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.
- C. Material Safety Data Sheets (SDS): Submit information directly to Owner; do not submit to Architect except as required in "Action Submittals" Article.

3.14 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Review each submittal for accuracy and completeness of dimensions and quantities, and for performance of equipment or systems. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect. Submittals deemed by the Architect to not have been reviewed by the Contractor prior to submission may be returned and considered as "Not Submitted".
- 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 and coordinated with other Work of the contract.

3.15 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 will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Furnish as Submitted: Denotes that the submittal meets the criteria of the drawings and specifications and no revisions are required. The Contractor may proceed with fabrication or procurement of the item reviewed and may proceed with the work shown on the drawings and specifications for this item.
 - 2. Furnish as Corrected: Denotes that there are deficiencies, but the Contractor may proceed with fabrication or procurement of the item reviewed and may proceed with the work shown on the drawings and specifications for the item if the deficiencies are first corrected.
 - 3. Revise and Resubmit: Denotes that the submittal does apply to the drawings and specifications, but insufficient detail has been shown or the submittal contains too many errors or omissions. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item. The Contractor must revise the submittal and resubmit for review.
 - 4. Incomplete - Resubmit: Denotes that some portion of the submittal is incomplete and the Architect cannot, therefore, review the submittal. The Architect will describe the incompleteness by comment on the submittal. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item. The Contractor must revise the submittal and resubmit for review.
 - 5. Rejected: Denotes that the submittal does not apply to the item specified or was not specified. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item, and the Contractor must prepare a new submittal. The Architect will describe the reason for rejection by comment on the submittal.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Architects review is only for limited purpose of checking for general conformance with the information given and design concept expressed in the Contract Documents.
- G. Unless notified otherwise by the Contractor, the Architect's notations, comments, and mark-ups on approved submittals shall have the same effect as the Architect's order for minor changes in the Work not involving adjustment in the contract sum or extension in the contract time. The Contractor will proceed with the work, and the response will be incorporated into the contract the same as the Architect's written order for minor changes in the Work. Notify Architect in writing if noted modifications cannot be made due to conflicting circumstances in the field, in other contract documents, or for other reasons.
- H. If the Contractor believes that the Architect's notations, comments, or mark-ups constitute a change that results in added cost or time, the Contractor is to notify the Architect in writing within seven (7) days of receipt of the reviewed submittal. Do not proceed with changes that result in added cost or time until the matter is resolved in accordance with other provisions of the contract.

END OF SECTION

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**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Testing and inspection agencies and services.
- B. Control of installation.
- C. Defect Assessment.

1.2 RELATED REQUIREMENTS

- A. Section 01 4216 - Definitions.

1.3 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
- B. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- C. Acceptable Testing Agencies
 - 1. Shive-Hattery, Inc.

PART 2 PRODUCTS

2.1 REQUIREMENTS

- A. Comply with the requirements specified in Division 01 Product Requirements.

PART 3 EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

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

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

3.3 CONTROL OF INSTALLATION

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

3.4 TESTING AND INSPECTION

- A. Testing Agency Duties:
1. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-compliance of Work or products.
 5. Perform additional tests and inspections required by Architect/Engineer.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:

1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect/Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect/Engineer.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- F. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

3.5 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

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SECTION 01 4216 DEFINITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. This section supplements the definitions contained in the Drawings general provisions of the Contract, including General and Supplementary Conditions.
- B. Other definitions are included in individual specification sections.

1.2 DEFINITIONS

- A. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- B. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- C. "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."
- D. "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.
- E. "Furnish" or "Supply": To supply, deliver to Project site, unload, and inspect for damage.
- F. "Install": Operations at Project site including to temporarily store, unpack, assemble, erect, apply, place, anchor, work to dimension, finish, cure, protect, clean, start up, and make ready for use.
- G. "Provide": Furnish and install, complete and ready for the intended use.
- H. "Product": Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- I. "Project Manual": The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- J. "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.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the generally recognized name of the standards and regulations or as indicated.

1.4 ABBREVIATIONS AND ACRONYMS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4533
CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Testing services incidental to special inspections.
- B. Submittals.

1.2 DEFINITIONS

- A. Code or Building Code: ICC (IBC), International Building Code, most recent edition adopted by authority having jurisdiction, including all applicable amendments and supplements without limitation, and specifically Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. NIST: National Institute of Standards and Technology.
- D. International Accreditation Service, Inc. (IAS).
- E. National Institute of Standards and Technology (NIST).
- F. Special Inspections and Tests: Inspections and testing of materials, installation, fabrication, erection, or placement of components and connections mandated by Building Code to safeguard public welfare.
 - 1. Special inspections and tests are separate from and independent of tests and inspections conducted by Owner or Contractor for purposes of quality assurance and contract administration.

1.3 REFERENCE STANDARDS

- A. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2025a.
- B. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.
- C. IAS AC291 - Accreditation Criteria for Special Inspection Agencies AC291; 2025, with Editorial Revision.
- D. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to start of work, Special Inspection Agency is required to:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Submit certification that Special Inspection Agency is acceptable to AHJ.
4. Submit documentation that Special Inspection Agency is accredited by IAS according to IAS AC291.
- C. Testing Agency Qualifications: Prior to start of work, Testing Agency is required to:
 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 3. Submit certification that Testing Agency is acceptable to AHJ.
 4. Submit documentation that Testing Agency is accredited by IAS according to IAS AC89.
- D. Special Inspection Reports: After each special inspection, Special Inspector is required to submit at least two copies of report; one to Architect/Engineer and one to AHJ.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.
 - h. Date of special inspection.
 - i. Results of special inspection.
 - j. Compliance with contract documents.
- E. Test Reports: After each test or inspection, Testing Agency is required to submit report to Architect/Engineer and to AHJ.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test or inspection.
 - h. Date of test or inspection.
 - i. Results of test or inspection.

- j. Compliance with contract documents.

1.5 SPECIAL INSPECTION AND TESTING AGENCY

- A. Contractor to employ services of Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by building code.
- B. Special Inspection Agency may delegate to independent testing agency to perform testing and sampling associated with special inspections and required by building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of contract documents.

1.6 TESTING AND INSPECTION AGENCIES

- A. Owner or Architect/Engineer may employ services of independent testing agency to perform additional testing and sampling required by contract documents or associated with special inspections but not required by building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of contract documents.

1.7 QUALITY ASSURANCE

- A. Special Inspection Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
 - 2. Accredited by IAS according to IAS AC291.
- B. Testing Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
 - 2. Accredited by IAS according to IAS AC89.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SPECIAL INSPECTIONS AND TESTING

- A. The Code requires special inspections and testing of certain materials, components, assemblies, and connections used in constructing the project. Special inspections and testing will be performed in accordance with the Code.
- B. Special inspections and testing will be performed in accordance with the Code for the following materials and project components:
 - 1. Concrete.
 - 2. Soils.

3.2 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:

1. Verify samples submitted by Contractor comply with the referenced standards and the approved Contract Documents.
 2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified reference standards.
 4. Ascertain compliance of materials and products with requirements of Contract Documents.
 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-compliance of work or products.
 6. Perform additional tests and inspections required by Architect/Engineer.
 7. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect/Engineer.
- D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.3 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
1. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-compliance of work or products.
 5. Perform additional tests and inspections required by Architect/Engineer.
 6. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the work.
- C. On instructions by Architect/Engineer, perform re-testing required because of non-compliance with specified requirements, using the same agency.

- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.4 CONTRACTOR DUTIES AND RESPONSIBILITIES

A. Contractor Responsibilities, General:

1. Pay for services of Special Inspections and Testing Agency.
2. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
3. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to approved documents at project site, to the work, to the work, to fabricators' facilities, and to fabricators' facilities.
4. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
5. Notify Architect/Engineer and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
7. Retain special inspection records.

END OF SECTION

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**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers.
- D. Waste removal facilities and services.

1.2 RELATED REQUIREMENTS

- A. Section 01 5500 - Vehicular Access and Parking.

1.3 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.4 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.5 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.6 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.7 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 5500

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.

- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.8 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for selection of products for use in Project
- B. Product delivery
- C. Manufacturers' standard special warranties on products
- D. Comparable products
- E. Transportation, handling, storage and protection.
- F. Product option requirements.
- G. Substitution limitations.

1.2 RELATED REQUIREMENTS

- A. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Comparable Product Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - b. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - c. Evidence that proposed product provides specified warranty.
 - d. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - e. Samples, if requested.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or ___ days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: Comply with requirements specified in Division 01 "Administrative Requirements."

1.5 COMPATIBILITY OF OPTIONS

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

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - a. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 - b. Refer to Divisions 02 through 48 for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 "Execution and Closeout Requirements" and "Closeout Submittals."

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Product Requests" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Product Requests" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Product Requests" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

2.2 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 1. Containing lead, cadmium, or asbestos.

2.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:
Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.1 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.2 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft.
- D. 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.
- E. Deliver products to project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- F. Coordinate schedule of product delivery to designated prepared areas at project site in order to minimize long-term site storage time, overcrowding of construction spaces, and potential damage to stored materials.
- G. Transport and handle products in accordance with manufacturer's instructions.
- H. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- I. Promptly inspect shipments on delivery to ensure that products comply with requirements of the Contract Documents, quantities are correct, and products are properly protected and undamaged.
- J. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- K. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.3 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- F. Comply with manufacturer's warranty conditions, if any.

- G. Cover products subject to deterioration by the elements, above ground, with impervious sheet covering. Provide adequate ventilation to prevent condensation and degradation of products.
- H. Prevent contact with material that may cause corrosion, discoloration, or staining.
- I. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- J. Arrange storage of products to permit access for inspection and measurement of quantity or counting of units. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- K. Store materials in a manner that will not endanger Project structure.
- L. Store cementitious products and materials on elevated platforms.
- M. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage
- N. Protect stored products and liquids from damage from freezing

END OF SECTION

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Demonstration and instruction of Owner personnel.
- G. Substantial Completion.
- H. Final Completion.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.2 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect/Engineer. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. Use of explosives is not permitted.
- C. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- D. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.3 COORDINATION

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

1.4 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare and submit a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete. Additionally, attach a copy of work required for each room to the door entering the room. Subcontractor and Superintendent to initial as each Work item is completed. Attach supplemental lists as required.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases by applicable authorities having jurisdiction.
 - 4. Prepare and submit updated Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable. Obtain signed receipt of delivery from the Owner listing materials and quantities and submit to the Architect.
 - 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance (including Operation & Maintenance Manuals).
 - 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection Procedures: Submit a written request for inspection for Substantial Completion a minimum of seven (7) days in advance of the requested Substantial Completion inspection date. On receipt of request, Architect may notify Contractor of unfulfilled requirements. On date of inspection, Architect will conduct a review and either proceed with inspection or notify Contractor that the project is not Substantially Complete due to unfulfilled requirements.
1. Upon inspection the Architect and the Owner's representative will accompany the Contractor on a walk-through review of the Contractor's punch list. Should the Architect and/or the Owner's representative observe work which is incomplete or defective which is not included on the contractor's punch list, the Architect will prepare a supplemental punch list of items to be completed or corrected.
 2. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 3. Results of the completed inspection will form the basis of requirements for establishing Final Completion.

1.5 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Price and Payment Procedures".
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Contractor. The certified copy of the list shall state that the Work, including each item on the list has been completed or otherwise resolved for acceptance. Provide explanations for each proposed resolution to incomplete items.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videos. Obtain signed attendance sheets and submit them to the Architect.
- B. Inspection Procedures: Submit a written request for inspection for Final Completion, a minimum of (7) days in advance of the requested Final Completion Inspection Date. On receipt of request, Architect may notify Contractor of unfulfilled requirements. On date of inspection, Architect will conduct a review and either proceed with inspection or notify Contractor that the project is not Finally Complete due to unfulfilled requirements.
1. Upon Inspection the Architect and the Owner's representative will accompany the Contractor's superintendent on a walk-through review of the Substantial Completion punch list.
 2. Architect will process the final Application for Payment after inspection providing all closeout documentation has been received and is acceptable, or the Architect will notify Contractor of construction and/or documentation that must be completed or corrected before final Application for Payment will be processed.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit one electronic copy of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.1 PATCHING MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- C. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

- D. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

2.2 CLEANING PRODUCTS

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

PART 3 EXECUTION

3.1 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect/Engineer of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect/Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.
- F. Utilize recognized engineering survey practices.
- G. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- H. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- I. Periodically verify layouts by same means.
- J. Maintain a complete and accurate log of control and survey work as it progresses.

3.2 GENERAL INSTALLATION REQUIREMENTS

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

3.3 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect/Engineer before disturbing existing installation.

3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
 2. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 3. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
- D. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Comply with all other applicable requirements of this section.

3.4 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:

1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Proceed with patching after construction operations requiring cutting are complete.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials such as concrete and masonry using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
 4. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 5. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.

6. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
7. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

3.5 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.6 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.7 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.8 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.9 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect/Engineer when work is considered ready for Architect/Engineer's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect/Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect/Engineer.

- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Architect/Engineer when work is considered finally complete and ready for Architect/Engineer's Substantial Completion final inspection.
- G. Complete items of work determined by Architect/Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION

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**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.2 RELATED REQUIREMENTS

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

1.3 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
 2. Addenda.
 3. Change Orders and other modifications to the Contract.
 4. Reviewed shop drawings, product data, and samples.
 5. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Field changes of dimension and detail.
 4. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

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

3.3 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Additional Requirements: As specified in individual product specification sections.

3.4 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect/Engineer, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.

3.5 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION