

SECTION 00 0101

PROJECT TITLE PAGE

PROJECT MANUAL
FOR
JOHNSON COUNTY CONSERVATION - KENT PARK DUMP STATION

OWNER:

JOHNSON COUNTY CONSERVATION
KENT PARK, 2048 HWY 6 NW
OXFORD, IA 52322

PROJECT NUMBER: 4217760

JOHNSON COUNTY CONSERVATION

KENT PARK CAMPGROUND
2048 US-6 NW
OXFORD, IOWA 52322

ARCHITECT/ENGINEER:

SHIVE-HATTERY, INC.
4125 WESTOWN PARKWAY, SUITE 100
DES MOINES, IA 50266

BIDS DUE:

JUNE 15, 2023
1:00 PM
KENT PARK – CONSERVATION EDUCATION CENTER, 2048 HIGHWAY 6 NW
OXFORD, IA 52322

NON-MANDATORY PREBID MEETING:

JUNE 9, 2023
10:00 AM - 12:00 PM
KENT PARK - CONSERVATION EDUCATION CENTER, 2048 US-6 NW, OXFORD, IA 52322
OXFORD, IA 502322

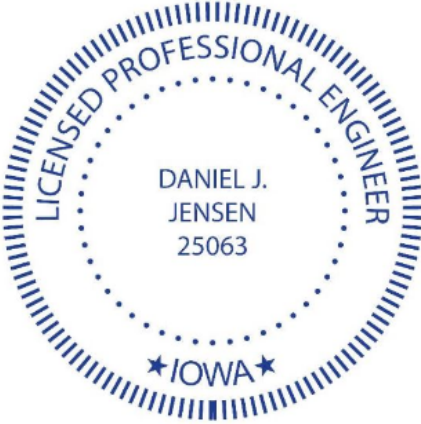
ISSUED FOR:

ISSUED FOR CONSTRUCTION 5-31-2023

END OF SECTION

SECTION 00 0105
CERTIFICATIONS PAGE

STATE OF IOWA

 <p>DANIEL J. JENSEN 25063</p> <p>★ IOWA ★</p>	<p>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.</p> <p style="text-align: center;"><i>Dan Jensen</i> 05/31/2023</p> <hr/> <p>Signature Date</p> <p>Printed or typed name: Daniel Jensen</p> <p>License Number: 25063</p> <p>My license renewal date is: 12/31/23</p> <p>Pages, Sheets, or Divisions covered by this Seal: Project Manual</p>
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END OF SECTION

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Johnson County Conservation - Kent Park Dump Station
Project # 4217760

00 7000 AMERICAN RESCUE PLAN ACT OF 2021

00 7200 GENERAL CONDITIONS

00 7300 SUPPLEMENTARY CONDITIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 1000 SUMMARY

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01 2500 SUBSTITUTION PROCEDURES

01 2600 CONTRACT MODIFICATION PROCEDURES

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01 4000 QUALITY REQUIREMENTS

01 5000 TEMPORARY FACILITIES AND CONTROLS

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01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS

01 7800 CLOSEOUT SUBMITTALS

PROJECT ITEMS - SHEET C001

NO.	ITEM	SPECIFICATION REFERENCE
1	General Conditions and Mobilization	SUDAS Division 1 and Section 11020
2	Construction Survey	SUDAS Section 11010
3	Topsoil Strip, Stockpile and Respread	SUDAS Section 2010
4	Excavation and Backfill, Septic Tanks	SUDAS Section 6010
5	2" Water Supply, Directional Bore	SUDAS Division 5 and Section 3020
6	2" Water Supply,	SUDAS Division 5 and Section 3010
7	4" Water Tap, Curb Stop	SUDAS Section 5010
8	1.5" Sanitary Forcemain, Directional Bore	SUDAS Section 3020 and 4010
9	6" Schedule 40 PVC, Sanitary Piping, Trenched	SUDAS Section 3010 and 4010
10	4" Scheduled 40 PVC, Sanitary Piping, Trenched	SUDAS Section 3010 and 4010
11	Manhole, Septic Distribution	SUDAS Section 6010
12	Septic Tanks, 2,500 Gallons	SUDAS Section 6010
13	Coconut Filter Tanks and Distribution Box	SUDAS Section 6010
14	Pump Tanks, 1,500 Gallons	SUDAS Section 6010
15	Soil Bed Material Excavation and Placement	SUDAS Section 2010
16	Distribution Piping, Soil Beds, 2" Schedule 40 PVC Pressure Pipe	SUDAS Section 3010 and 4010
17	1.5" - 2.5" Washed Gravel, Soil Bed	Spec on Plan
18	Perforated Distribution Piping, Soil Beds, 2" Schedule 40 PVC	SUDAS Section 4010
19	4" Perforated Tile	SUDAS Section 4040
20	Tile Cleanout	SUDAS Section 4040
21	Pumps and Controls, Simplex	Spec on Plan
22	Electrical Service and Connections	2020 National Electrical Code
23	Dump Station, Inlet and Concrete	SUDAS Section 7010 and Spec on Plan
24	Dump Station, Hydrants	Spec on Plan
25	SWPPP, Management	SUDAS Section 9040
26	Seedbed Preparation	SUDAS Section 9010

END OF SECTION

Johnson County Conservation - Kent Park Dump Station
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**SECTION 00 0115
LIST OF DRAWING SHEETS**

SEE DRAWINGS COVER SHEET.

END OF SECTION

Johnson County Conservation - Kent Park Dump Station
Project # 4217760

SECTION 00 1113

ADVERTISEMENT FOR BIDS

PROJECT: JOHNSON COUNTY CONSERVATION

KENT PARK CAMPGROUND, 2048 US-6 NW, OXFORD, IA 52322

BIDS DUE: June 15, 2023 at 1:00 PM

TO:

THE **Owner (HEREINAFTER REFERRED TO AS Owner):**

Johnson County Conservation

Kent Park, 2048 Hwy 6 NW

Oxford, IA 52322

Architect (hereinafter referred to as Architect/Engineer):

Shive-Hattery, Inc.

4125 Westown Parkway, Suite 100

Des Moines, IA 50266

NON-MANDATORY PREBID MEETING: June 9, 2023

TIME: 10:00 AM - 12:00 PM

LOCATION: Kent Park - Conservation Education Center, 2048 US-6 NW, Oxford, IA 52322

TO: POTENTIAL BIDDERS

Sealed bids will be opened and publicly read at the Kent Park – Conservation Education Center, 2048 Highway 6 NW at 1:00 PM, Central Time, on June 15, 2023 or at such later time and place as may then be fixed.

Bids will be considered by the Owner at the June 20, 2023 Board Meeting, to be held at Kent Park - Conservation Education Center at 5:30 PM, Central Time, or at such later time and place as may then be fixed.

The general nature of the work is as follows:

Installation a new dump station for RV campers near the entrance of F.W. Kent Park. The project includes two (2) intakes for campers to discharge their effluent and a water line with hose that campers can use to refill and/or rinse tanks.

The work must commence on the date agreed upon by the Owner and Contractor and must reach substantial completion on October 1, 2023. The project must reach final completion by October 15, 2023.

The project schedule is defined in Section 01 1000 Summary.

Johnson County Conservation - Kent Park Dump Station
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Bidding documents may be examined online at and at the following location(s):

Rapids Reproductions, DFS Plan Room, Shive-Hattery Custom Portal, rapidsrepro.com
6015 Huntington Ct. NE, Cedar Rapids, IA 52402

Master Builders of Iowa mbionline.com, 221 Park Street, Des Moines, IA 50309
mbiplanroof-dsm@mbionline.com

Copies of the Bidding documents may be obtained by Bidders and Subbidders at Rapids Reproductions, DFS Plan Room, Shive-Hattery Custom Portal, rapidsrepro.com 6015 Huntington Ct. NE, Cedar Rapids, IA 52402 in accordance with the Instructions to Bidders upon depositing the sum of forty dollars (\$40.00) for each set of documents. A Master Builders card may be presented in place of a deposit. The deposit will be refunded in full upon return of the documents in good condition within ten days after receipt of bids.

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.

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.

**Johnson County Conservation - Kent Park Dump Station
Project # 4217760**

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 Johnson County Conservation Board of the Oxford, Iowa.

Publish: No later than June 2, 2023

END OF SECTION

Johnson County Conservation - Kent Park Dump Station
Project # 4217760

**SECTION 00 1115
NOTICE OF PUBLIC HEARING**

JOHNSON COUNTY CONSERVATION - KENT PARK DUMP STATION

You are hereby notified that at 5:30 PM, Central Time on May 30, 2023, at the Kent Park - Conservation Education Center, Oxford, IA 52322, 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 Work: Install a new dump station for RV campers near the entrance of F. W. Kent Park. The project includes two (2) intakes for campers to discharge their effluent and a water line with hose that campers can use to refill and/or rinse tanks.

The location of the project is as follows:

Kent Park Campground 2048 US-6 NW Oxford, IA 52322

Proposed drawings, specifications, form of contract, and estimated total cost for consideration at the public hearing will be available by May 26th, 2023 at the Johnson County Auditor's Office, Johnson County Administration Building, 913 S. Dubuque Street, Iowa City, IA 52240 or at the office of the Johnson County Conservation Board, Operations Center, 2048 Highway 6 NW, Oxford, IA 52322. Approved bid documents will be available at www.rapidsreproplanroom.com beginning May 31, 2023.

Published by order of the Johnson County Conservation Board, Oxford, Iowa.

By: Larry Gullett

Title: Executive Director

Publish: No later than May 26, 2023

END OF SECTION

Johnson County Conservation - Kent Park Dump Station
Project # 4217760

**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

Refer to Document 00 2115 Supplementary Instructions to Bidders for additions and amendments to these Instructions to Bidders.

END OF SECTION

Johnson County Conservation - Kent Park Dump Station
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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 Work shall commence on the date agreed upon by the Owner and Contractor, and must be substantially completed by October 1, 2023.

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.

2.1.6.1 For Iowa public improvement projects, Chapter 26 of the Iowa Code prohibits a governmental entity (see Iowa Code 26.2 for definition of governmental entity) from imposing bidder prequalification requirements. Any contractor qualification paragraphs within individual specification sections should be considered criteria that may be used by the governmental entity during the bid award process to determine bidder responsibility or after bid award as requirements to perform the work, and should not be considered required qualifications to bid the project or requirements used by the governmental entity to determine bidder responsiveness.

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.

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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.

2.2.3 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.

ARTICLE 3: BIDDING DOCUMENTS

Delete Subparagraph 3.1.1 and substitute the following Subparagraph 3.1.1:

3.1.1 Copies of the Bidding documents may be obtained by Bidders and Subbidders at the Architect/Engineer's office [or some other location with name, address and telephone number inserted here] in accordance with the Instructions to Bidders upon depositing the sum of forty (\$40.00) for each set of documents. A Master Builders card may be presented in place of a deposit. The deposit will be refunded in full upon return of the documents in good condition within ten days after receipt of bids.

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 Bids shall include all amounts payable by the Contractor or Owner on account of taxes imposed by any taxing authority on the sale, purchase or use of materials, equipment or services covered by the Contract. All taxes of the foregoing description shall be paid by the Contractor.

4.1.8 Items shall be purchased free of any sales tax, as provided for in Section 7 of House File 2672 amends Section 422.42, subsections 15 and 16, Code Supplement 2001 and Section 10 amends Section 422.47, Code Supplement 2001, by adding new subsection 5.

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.

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Project # 4217760**

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: Johnson County Conservation

Address: Kent Park – Conservation Education Center, 2048 Highway 6 NW,
Oxford, IA 52322

BID FOR: Johnson County Conservation - Kent Park Dump Station

or as applicable:

BID SECURITY FOR: Johnson County Conservation - Kent Park Dump Station

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 Kent Park - Conservation Education Center, 2048 US-6 NW, Oxford, IA 52322, Oxford, IA 502322 on June 9, 2023 at 10:00 AM - 12:00 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 6: POST-BID INFORMATION

Add Subparagraph 6.1.1 as follows:

6.1.1 Out-of-state-bidders shall furnish documentation prior to execution of the Agreement that confirms the Bidder is in compliance with Chapter 91C Construction Contractors and Chapter 490 Business Corporation Division XV Foreign Corporations of the Code of Iowa.

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

Johnson County Conservation - Kent Park Dump Station

Project # 4217760

**SECTION 00 4000
PROCUREMENT FORMS AND SUPPLEMENTS**

PART 1 GENERAL

- 1.1 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.
- 1.2 FORMS
- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
 - B. Instructions to Bidders: AIA A701.
 - C. Substitution Request Form (During Procurement): 00 4325 - Substitution Request Form.
 - D. Substitution Request Form (During Construction): 00 6325 - Substitution Request Form - During Construction.
 - E. Bid Form: Section 00 4100 - Bid Form.
 - F. Procurement Form Supplements:
 - 1. Bid Security Form: AIA 310-2010 "Bid Bond".
 - G. Representations and Certifications:
 - 1. Bidder Status Form: 00 4100.01.
 - 2. Authorization to Transact Business: 00 4100.02.
 - 3. Non-Collusion Affidavit: 00 4100.03.
- 1.3 REFERENCE STANDARDS
- A. AIA A310 - Bid Bond 2010.
 - B. AIA A701 - Instructions to Bidders 2018.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Johnson County Conservation - Kent Park Dump Station

Project # 4217760

**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.

**Johnson County Conservation - Kent Park Dump Station
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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.

Johnson County Conservation - Kent Park Dump Station
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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.

**Johnson County Conservation - Kent Park Dump Station
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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

Johnson County Conservation - Kent Park Dump Station
Project # 4217760

SECTION 00 4100

BID FORM

PROJECT: JOHNSON COUNTY CONSERVATION - KENT PARK DUMP STATION

BID TO:	JOHNSON COUNTY CONSERVATION
	KENT PARK 2048 HWY 6 NW OXFORD IA 52322
DELIVER BID TO:	KENT PARK – CONSERVATION EDUCATION CENTER
	2048 HIGHWAY 6 NW OXFORD, IA 52322

SUBMITTED BY: _____

(BIDDER TO ENTER NAME AND ADDRESS).

BIDDER'S FULL NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

NOTE: Submit one copy 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.

Johnson County Conservation - Kent Park Dump Station
Project # 4217760

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.

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

Lump Sum Bid Price	_____	\$	_____
	(use words)		

UNIT PRICE BID					
<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	General Conditions and Mobilization	LS	1		
2	Construction Survey	LS	1		
3	Topsoil Strip, Stockpile and Respread	CY	1,330		
4	Excavation and Backfill, Septic Tanks	CY	962		
5	2" Water Supply, Directional Bore	LF	297		
6	2" Water Supply,	LF	32		
7	4" Water Tap, Curb Stop	EA	1		
8	1.5" Sanitary Forcemain, Directional Bore	LF	880		
9	6" Schedule 40 PVC, Sanitary Piping, Trenched	LF	47		
10	4" Scheduled 40 PVC, Sanitary Piping, Trenched	LF	295		
11	Manhole, Septic Distribution	EA	1		
12	Septic Tanks, 2,500 Gallons	EA	6		
13	Coconut Filter Tanks and Distribution Box	EA	6		
14	Pump Tanks, 1,500 Gallons	EA	1		
15	Soil Bed Material Excavation and Placement	CY	1,680		
16	Distribution Piping, Soil Beds, 2" Schedule 40 PVC Pressure Pipe	LF	764		

**Johnson County Conservation - Kent Park Dump Station
Project # 4217760**

17	1.5" - 2.5" Washed Gravel, Soil Bed	TON	562		
18	Perforated Distribution Piping, Soil Beds, 2" Schedule 40 PVC	LF	1,380		
19	4" Perforated Tile	LF	693		
20	Tile Cleanout	EA	2		
21	Pumps and Controls, Simplex	EA	2		
22	Electrical Service and Connections	LS	2		
23	Dump Station, Inlet and Concrete	EA	2		
24	Dump Station, Hydrants	EA	2		
25	SWPPP, Management	LS	1		
26	Seedbed Preparation	AC	2.3		

7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on this Bid Form, unit price shall govern.

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.
- d. 00 4100.03 - Non-Collusion Affidavit.

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.

15. 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.

**Johnson County Conservation - Kent Park Dump Station
Project # 4217760**

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

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 BY JUNE 12, 2023 BY 12:00 PM.

PROJECT: Johnson County Conservation - Kent Park Dump Station

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

For Use by the Architect/Engineer

Substitution:	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved
	<input type="checkbox"/>	Approved As Noted	<input type="checkbox"/>	Not Approved - Received too Late

By: _____ Date: _____

END OF SECTION

Johnson County Conservation - Kent Park Dump Station

Project # 4217760

**SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS**

PART 1 GENERAL

- 1.1 WHERE IT IS PROVIDED IN THE BID DOCUMENTS THAT THE CONTRACTOR SHALL USE AIA DOCUMENTS, THEY ARE HEREBY MADE A PART OF THESE DOCUMENTS TO THE SAME EXTENT AS IF BOUND HEREIN. AIA FORMS MAY BE PURCHASED FROM THE AMERICAN INSTITUTE OF ARCHITECTS AT WWW.AIA.ORG.
- 1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT
- A. See Section 00 5200 - Agreement Form for the Agreement form to be executed.
 - B. See Section 00 7200 - General Conditions for the General Conditions.
 - C. See Section 00 7300 - Supplementary Conditions for the Supplementary Conditions.
 - D. The Agreement is based on AIA A101.
 - E. The General Conditions are based on AIA A201.
- 1.3 FORMS
- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
 - B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
 - C. Post-Award Certificates and Other Forms:
 - 1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
 - D. Clarification and Modification Forms:
 - 1. Request for Information Form: Contractor-created form (PDF).
 - 2. Substitution Request Form (During Construction): 00 6325.
 - 3. Architect's Supplemental Instructions Form: Architect-created form (PDF).
 - 4. Construction Change Directive Form: AIA G714.
 - 5. Proposal Request Form: Architect-created form (PDF).
 - 6. Change Order Request Form: Contractor-created form (PDF).
 - 7. Change Order Form: AIA G701.
 - E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.
 - 2. Affidavit of Payment of Debts and Claims Form: AIA G706.
 - 3. Contractor's Affidavit of Release of Liens Form: AIA G706A
 - 4. Consent of Surety to Final Payment Form: AIA G707.

**Johnson County Conservation - Kent Park Dump Station
Project # 4217760**

1.4 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum 2017.
- B. AIA A201 - General Conditions of the Contract for Construction 2017.
- C. AIA A310 - Bid Bond 2010.
- D. AIA A312 - Performance Bond and Payment Bond 2010.
- E. AIA G701 - Change Order 2017.
- F. AIA G702 - Application and Certificate for Payment 1992.
- G. AIA G703 - Continuation Sheet 1992.
- H. AIA G704 - Certificate of Substantial Completion 2017.
- I. AIA G706A - Contractor's Affidavit of Release of Liens 1994.
- J. AIA G707 - Consent of Surety to Final Payment 1994.
- K. AIA G709 - Proposal Request 2018.
- L. AIA G710 - Architect's Supplemental Instructions 2017.
- M. AIA G714 - Construction Change Directive 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 5200
AGREEMENT FORM**

PART 1 GENERAL

- 1.1 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.
- 1.2 RELATED REQUIREMENTS
 - A. Section 00 7200 - General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

Johnson County Conservation - Kent Park Dump Station

Project # 4217760

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Johnson County Conservation
F. W. Kent Park Operations Center
2048 Hwy 6 NW
Oxford, IA 52322

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Johnson County Conservation - Kent Park Dump Station
Oxford, IA

The Project consists of the removal the existing dump station at Kent Park and installation a new campground dump station septic system in the same location. The project includes two (2) intakes for campers to discharge their effluent and a water line with hose that campers can use to refill and/or rinse tanks.

The Architect:
(Name, legal status, address and other information)

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

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: The Work shall reach substantial completion by May 1, 2024. The Work shall reach final completion on or before June 1, 2024.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Zero Dollars and Zero Cents (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
n/a	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
n/a		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
n/a	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
n/a		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Time is of the essence on this contract. Contractor and Owner recognize that Owner will suffer financial and other losses if the Work is not completed within the time specified in section 3.3.1 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty):

.1 Substantial Completion: Contractor shall pay Owner five hundred dollars (\$500.00) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in section 3.3.1 above for Substantial Completion until the Work is substantially complete.

.2 Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner five hundred dollars (\$500.00) for each day that expires after such time until the Work is completed and ready for final payment.

.3 Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

.4 After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in section 3.3.1 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

n/a

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows: month.~~

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~second Tuesday~~ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~last day of the month, month~~ when the application was received. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~Sixty (60)~~ days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage to be reduced in accordance with the Supplementary Conditions and the laws of the State of Iowa as applicable.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

The Owner’s final payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance of the Project by Johnson County Conservation upon receipt and review of the Architect-provided documentation. Final payment may be contingent upon receipt of all Chapter 573 claim releases (the

equivalent of lien waivers on public improvement projects in Iowa) and other required closeout documents and shall be subject to the condition of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

% A rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Larry Gullett
F.W. Kent Park Operations Center
2048 Hwy 6 NW
Oxford, IA 52322
Telephone: 319.645.2315
Email: lgullett@johnsoncountyiowa.gov

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

[Redacted Contractor Representative Information]

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

Section 00 7300 Supplementary Conditions
Section 00 5350 Insurance and Bonds – Exhibit A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- ~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

(Insert the date of the E203-2013 incorporated into this Agreement.)

~~.5~~ .4 Drawings

Number	Title	Date

Number	Title	Date
-		

~~.6~~ .5 Specifications

Section	Title	Date	Pages

Section	Title	Date	Pages
-			

~~.7~~ .6 Addenda, if any:

Number	Date	Pages

Number	Date	Pages
-		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

~~.8~~ .7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders,

sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

**SECTION 00 5350
INSURANCE REQUIREMENTS**

SECTION I

1.1 BASIC INSURANCE REQUIREMENTS

- A. Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

1.2 GENERAL LIABILITY INSURANCE

- A. Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence / \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

1. Premises
2. Contractual Liability
3. Products and Completed Operations Coverage
4. Broad Form Property Damage Liability
5. Personal Injury Liability

1.3 AUTOMOBILE LIABILITY INSURANCE

- A. Automobile liability insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

1.4 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

- A. Meet the relevant Workers Compensation Statutes.

1.5 A COPY OF ONE (1) ENDORSEMENT IS REQUIRED:

- A. Cancellation and Material Changes Endorsement

1. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

Larry Gullett, Executive Director

2048 Hwy 6 NW

Oxford, IA 52322

Email: LGullett@JohnsonCountyIowa.gov

Please note that JCCB does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.

SECTION II

2.1 CONDITIONS OF CONTRACT

- A. The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and JCCB throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.
- B. The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claim made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish JCCB certificates of insurance.
- C. The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.
- D. The Contractor is required to give JCCB notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

END OF SECTION

SECTION 00 6325

SUBSTITUTION REQUEST FORM - DURING CONSTRUCTION

TO: _____

PROJECT: Johnson County Conservation - Kent Park Dump Station

OWNER: Johnson 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: _____

<u>SPEC SECT.</u>	<u>SPEC NAME</u>	<u>PARAGRAPH</u>	<u>SPECIFIED ITEM</u>
_____	_____	_____	_____

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: _____

**Johnson County Conservation - Kent Park Dump Station
Project # 4217760**

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: _____ Same _____ Different

(Explain on Attachment)

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 7000

AMERICAN RESCUE PLAN ACT OF 2021

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

POPULAR NAME:

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF)

CFDA NUMBER: 21.027

OVERVIEW

Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021) authorizes the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as the "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), which provides \$350 billion in total funding to Treasury to make payments generally to States (defined to include the District of Columbia), U.S. Territories (defined to include, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa), Tribes, Metropolitan cities, Counties, and Non-entitlement units of local government to respond to the COVID-19 public health emergency or its negative economic impact, including to provide assistance to households, small business, nonprofits, and impacted industries, such as tourism, travel, and hospitality; respond to workers performing essential work during the COVID-19 pandemic by providing premium pay to eligible workers of the State, territory, tribal government, metropolitan city, county, or non-entitlement units of local government performing essential work or by providing grants to eligible employers that have eligible workers; provide government services, to the extent of the reduction of revenue due to COVID-19 relative to revenues collected in the most recent full fiscal year of the State, territory, tribal government, metropolitan city, county, or non-entitlement units of local government; or make necessary investments in water, sewer, or broadband infrastructure.

ASSISTANCE LISTING DESCRIPTION

Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021) authorizes the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as the "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), which provides \$350 billion in total funding to Treasury to make payments generally to States (defined to include the District of Columbia), U.S. Territories (defined to include, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa), Tribes, Metropolitan cities, Counties, and Non-entitlement units of local government to respond to the COVID-19 public health emergency or its negative economic impacts, including to provide assistance to households, small business, nonprofits, and impacted industries, such as tourism, travel, and hospitality; respond to workers performing essential work during the COVID-19 pandemic by providing premium pay to eligible workers of the State, territory, tribal government, metropolitan city, county, or non-entitlement units of local government performing essential work or by providing grants to eligible employers that have eligible workers; provide government services, to the extent of the reduction of revenue due to COVID-19 relative to revenues collected in the most recent full fiscal year of the State, territory, tribal government, metropolitan city, county, or non-entitlement units of local government; or make necessary investments in water, sewer, or broadband infrastructure.

Section 602(b) of the Act prescribes that \$219.8 billion must be allocated as follows:

1. \$4.5 billion reserved for making payments to the U.S. Territories;
2. \$20 billion reserved for making payments to Tribal governments; and
3. \$195.3 billion reserved for making payments to the 50 states and the District of Columbia.

Section 603(b) of the Act prescribes that \$130.2 billion must be allocated as follows:

1. \$45.57 billion reserved for making payments to Metropolitan cities;
2. \$19.53 billion reserved for making payments to States for distribution to non-entitlement units of local government; and
3. \$65.1 billion reserved for making payments to Counties.

USE OF ASSISTANCE

For all recipients, funds may be used for the following eligible activities:

1. Response to the COVID-19 public health or economic crisis, including aid to households, small business, non-profits, or impacted industries
2. Premium pay to essential employees, both public and private;
3. Provide government services, to the extent of revenue lost due to COVID-19; and
4. Make necessary investments in water, sewer, or broadband infrastructure.

A State, District of Columbia, or U.S. Territory may not use SLFRF funds to directly or indirectly offset a reduction in its net tax revenue or deposit any SLFRF into any pension fund pursuant to section 602(c)(s).

Metropolitan cities, Counties, and Non-entitlement units of local government may not use SLFRF funds for deposits into any pension fund pursuant to section 603(c)(2).

COMPLIANCE REQUIREMENTS - POLICY REQUIREMENTS

The following 2CFR policy requirements apply to the Coronavirus State and Local Fiscal Recovery Funds:

1. Subpart B, General provisions
2. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards
3. Subpart D, Post Federal; Award Requirements
4. Subpart E, Cost Principles
5. Subpart F, Audit Requirements

Additional Information:

The following 2 CFR Policy requirements also apply to the Coronavirus State and Local Fiscal Recovery Funds: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).

The following 2 CFR Policy Requirements are excluded from coverage under this assistance listing:

For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program:

- 2 C.F.R. 200.204 (Notices of Funding Opportunities);
- 2 C.F.R. 200.205 (Federal awarding agency review of merit of proposal);
- 2 C.F.R. 200.210 (Pre-award costs); and
- 2 C.F.R. 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award).

For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program:

- 2 C.F.R. 200.308 (revision of budget or program plan);
- 2 C.F.R. 200.309 (modifications to period of performance);
- C.F.R. 200.305 (b) (8) and (9) (Federal Payment).

Johnson County Conservation - Kent Park Dump Station
Project # 4217760

Reports

Program Reports: Counties will be required to submit one interim report and thereafter quarterly Project and Expenditure reports through the end of the award performance period on December 31, 2026. The interim report will include a recipient's expenditures by category at the summary level. The quarterly Project and Expenditure reports will include financial data, information on contracts, and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of the award funds.

Counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The annual Recovery Plan will include descriptions of the projects funded and information on the performance indicators and objectives of the award.

Audits

In accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, nonfederal entities that expend financial assistance of \$750,000 or more of Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503. In accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, nonfederal entities that spend \$750,000 or more in Federal awards are subject to a single or a program-specific audit for its fiscal year in which it expended the Federal award funds.

Records

Financial records, supporting documents, and all other records pertinent to the award must be retained by the recipients in accordance with the Financial Assistance Agreement.

Regulations, Guidelines, and Literature

Treasury has published an Interim Final Rule (IFR) on the program guidelines in the Federal Register. See 86 FR 26786 (May 17, 2021).

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 bound herein.

SUPPLEMENTARY CONDITIONS

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

END OF SECTION

Johnson County Conservation - Kent Park Dump Station
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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:	Johnson County Conservation
Address:	Kent Park, 2048 Hwy 6 NW, Oxford, IA 52322
Telephone:	(319) 645-2315

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:	Larry Gullett
Title:	Executive Director
Address:	Kent Park, 2048 Hwy 6 NW, Oxford IA 52322
Telephone:	319-645-2315
Email:	lgullett@co.johnson.ia.us

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.

Delete Section 2.3.6 and substitute the following Section 2.3.6:

2.3.6 The Owner will furnish the copies of the Contract Documents returned to Rapids Reprographics to Contractor for use in execution of the work. The Contractor may purchase additional copies at the cost of reproduction, postage, and handling.

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.

Add the following Section 3.2.5 to Section 3.2:

3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's Requests For Information (RFI) that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

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 the following sentence to the end of 3.4.1:

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.

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.

Johnson County Conservation - Kent Park Dump Station
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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 any 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.

Add the following Section 3.9.1.1

3.9.1.1 The Contractor shall employ an assistant to the superintendent who shall perform as coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting, and coordinating Drawings, Specifications, and shop drawings pertaining to these systems and other systems that may affect or be affected by these systems. The coordinator shall assist the Superintendent in arranging space conditions to eliminate interferences between mechanical, electrical, plumbing, structural, architectural, fire protection, and other systems and Work and shall supervise preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery and installation of mechanical and electrical equipment, and Owner furnished items if any.

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:	Cara Lindell, Project Coordinator
Contact Person Email:	Submit all questions in writing to Cara Lindell's email: clindell@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

8.1 DEFINITIONS

Delete Section 8.1.4 and substitute the following Section 8.1.4:

8.1.4 The term "Day" as used in the Contract Documents shall mean working day, excluding weekends and legal holidays.

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:

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

Add the following clause to Section 9.8.1:

9.8.1 Additionally all building systems are complete and operating properly, building and site elements are safe to occupy with no existing safety hazards and ADA, code, life safety requirements met. Building components are secure, doors and windows are lockable as required, and remaining punchlist items will impose no undo hardship, obstruction, inconvenience, or sacrifice to the occupants during their completion.

Add the following Clause 9.8.3.1 to Section 9.8.3:

9.8.3.1 The Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Substantial 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.

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 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 any 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

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- 6) Record Drawings
- 7) Operation & Maintenance manuals

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.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Delete Section 10.2.2 and substitute the following Section 10.2.2:

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, regulations and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss. This requirement also includes compliance with Iowa's Smoke Free Air Act and Iowa's Sex Offender law which no longer allows registered sex offenders to be on school property without the school's permission. Refer to the Acknowledgment and Certification document 00 7300.01 that all Contractors, Subcontractors, and Vendors must sign.

Delete Section 10.2.4 and substitute the following Section 10.2.4:

10.2.4 When use, handling, and/or storage of explosives or other hazardous materials or equipment or unusual methods is necessary for execution of the work, the Contractor shall give the Owner reasonable advance notice and shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel.

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 sentence to the end of Section 11.1.1:

See additional Owner's insurance requirements for Contractor issued in the procurement documents (section 00 5350) and as attached to the Owner-Contractor Agreement as an exhibit.

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.

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.

13.5 INTEREST

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.

ADD THE FOLLOWING SECTION TO ARTICLE 13:

13.9 NICOTINE FREE ZONE

Add the following subparagraph to 13.9:

13.9.1 Nicotine is not allowed on the Owner's premises which includes personal or company vehicles parked on the Owner's property.

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 15.1.5.3 and 15.1.5.4 to Section 15.1.5:

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

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

15.2 INITIAL DECISION MAKER

Delete last sentence of Section 15.2.5 and substitute the following:

15.2.5 "If the parties do not mutually agree with the decision of the Initial Decision Maker, then resolution shall be subject to litigation, unless an alternative dispute resolution process such as mediation or arbitration is mutually agreeable to by the parties involved in the dispute."

Delete Section 15.2.6.

Delete Sections 15.3 and 15.4 in their entirety.

END OF SECTION

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**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.1 PROJECT

- A. Project Name: Johnson County Conservation - Kent Park Dump Station
- B. Owner's Name: Johnson County Conservation
- C. Architect's Name: Shive-Hattery, Inc.
- D. The Project consists of the following: Installation a new dump station for RV campers near the entrance of F.W. Kent Park. The project includes two (2) intakes for campers to discharge their effluent and a water line with hose that campers can use to refill and/or rinse tanks.

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 occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

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. Arrange use of site and premises to allow:
 - 1. Owner occupancy. Allow for Owner occupancy of Project site and use by the public.
- C. 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, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, 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.

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- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Time Restrictions: Work shall be generally performed inside the existing building during normal business working hours of 7:00 a.m. to 6:30 p.m., Monday through Saturday, except otherwise indicated.
- E. Utility Outages and Shutdown:
 - 1. Prevent accidental disruption of utility services to other facilities.
 - 2. Notify Architect not less than seven days in advance of proposed utility interruptions.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

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

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.

1.2 SCHEDULE OF VALUES

- A. 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.
- B. Form to be used: AIA Document G703 Continuation Sheets
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect/Engineer for approval.
- D. Forms filled out by hand will not be accepted.
- E. Submit Schedule of Values to Owner at earliest possible date but no later than 7 days after date on the Owner/Contractor Agreement.
- F. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization. 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. Description of the Work.
 2. Dollar value.
 - a. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.
- H. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- I. 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.
- J. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
- K. 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.
- 1.3 APPLICATIONS FOR PROGRESS PAYMENTS
- A. Payment Period: Submit at intervals stipulated in the Agreement.

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- 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. Submit one electronic copy of each Application for Payment.
- H. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01 3000. Submit electronically signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Products list.
 - 5. Schedule of unit prices.
 - 6. Submittals Schedule (preliminary if not final).
 - 7. List of Contractor's principal consultants.
 - 8. Copies of building permits.
 - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 10. Report of preconstruction conference.
 - 11. Certificates of insurance and insurance policies.
 - 12. Performance and payment bonds.

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**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 4325 - Substitution Request Form: Required form for substitution requests made prior to award of contract (During procurement).
- B. Section 00 6325 - Substitution Request Form - During Construction: Required form for substitution requests made after award of contract (During construction).

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.

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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. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required. Submit substitution requests no later than 10 days prior to bid date.
- 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 10 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 immediately upon 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, Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.6 CLOSEOUT ACTIVITIES

- A. 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

- A. Proposal Requests
- B. Change Order Procedures
- C. Construction Change Directive

1.2 SUMMARY

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

1.3 PROPOSAL REQUESTS

- A. Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

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3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Proposal Request Form: Use Software-Generated Proposal Request.
- C. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.
 - D. Unit Price Change Order: For predetermined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute Work under a Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
 - E. Construction Change Directive: Architect/Engineer may issue a directive, on AIA Form G714 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
 - F. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
 - G. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
 - H. Change Order Forms: AIA G701 Change Order.
 - I. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction 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 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 Information (RFI).
 - 2. Requests for substitution (using specification section 00 6325).
 - 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.

1.3 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.

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- C. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 PROJECT COORDINATION

- A. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- B. Coordination (Single-Prime): Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Coordinate operations with operations included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
 - 5. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- C. 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.
- D. 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. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including 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 Project.

1.6 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.

1.7 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. RFIs 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 RFIs 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 RFIs without delegation to the Architect.
 - 4. Promptly submit any RFIs 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).

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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 RFIs 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 RFIs, i.e., RFIs 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 RFIs, i.e., RFIs, wherein the same information is requested more than once, even if phrased in another format or asked in a different manner. Confirming & Repetitive RFIs are considered frivolous.
10. The Contractor shall not retain or suppress RFIs for group submissions. Each individual RFI is to be submitted expeditiously upon occurrence. Numerous RFIs 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 RFIs: 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. RFIs 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 RFIs 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 RFIs or RFIs with numerous errors.

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- g. Confirming or Repetitive RFIs.
 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 RFIs 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.
- E. RFI Log: RFI Log will be maintained on the Newforma Info Exchange Site provided by the Architect. The software/site will be used to generate, transmit, log, and receive RFIs and RFI responses on the project. The RFI Log can be exported from the site and used to communicate with other project team members. Software log with not less than the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g., supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 2. Contractor and Architect/Engineer are required to use this service.
 3. It is Contractor's responsibility to submit documents in allowable format.

4. Subcontractors, suppliers, and Architect/Engineer's consultants are to be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
1. Newforma ConstructEx: www.newforma.com/products/constructex/#sle.
- C. Training: A minimum one, one-hour, web-based training session can be arranged for all participants, with representatives of Architect/Engineer and Contractor participating; further training is the responsibility of the user of the service.
- D. Project Closeout: Architect/Engineer will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.2 NEWFORMA INFO EXCHANGE SERVER

- A. Newforma Info Exchange server: The Architect will provide the Contractor access to this server to download and upload files via any internet-capable computer running Internet Explorer.
- B. Benefits and features of Newforma Info Exchange for the Contractor include:
1. A collaborative submittal log is maintained within Newforma Info Exchange by the Architect and Contractor.
 2. Submittal data files transmitted through Newforma Info Exchange bypass the file size limits of email systems.
 3. Submittal data files transferred through Newforma Info Exchange are encrypted.
 4. Notifications and reminders can be optionally scheduled and expiration dates for documents can be automatically set.
- C. Exceptions: The following submittals are not to be done electronically.
1. Samples, color charts, original warranties, and notarized affidavits.

3.3 PRECONSTRUCTION MEETING

- A. Schedule 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.

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- D. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- E. 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. Work restrictions.
 - 14. Owner's occupancy requirements.
 - 15. Responsibility for temporary facilities and controls.
 - 16. Construction waste management and recycling.
 - 17. Parking availability.
 - 18. Office, work, and storage areas.
 - 19. Equipment deliveries and priorities.
 - 20. First aid.
 - 21. Safety and Security.
 - 22. Progress cleaning.
 - 23. Working hours.
- F. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect/Engineer, Owner, Contractor participants, and those affected by decisions made.

3.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum appropriate intervals. Coordinate dates of meetings with preparation of payment requests.
- B. Contractor will 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. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Coordination of projected progress.
 - 10. Maintenance of quality and work standards.
 - 11. Effect of proposed changes on progress schedule and coordination.
 - 12. Access.
 - 13. Site utilization.
 - 14. Temporary facilities and controls.
 - 15. Work hours.
 - 16. Hazards and risks.
 - 17. Progress cleaning.
 - 18. Status of correction of deficient items.
 - 19. Field observations.
 - 20. RFIs.
 - 21. Status of proposal requests.
 - 22. Status of Change Orders.
 - 23. Pending claims and disputes.
 - 24. Documentation of information for payment requests.
 - 25. Other business relating to work.
- E. Record minutes and distribute electronic copies within two days after meeting to participants, and those affected by decisions made.

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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. 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.
- C. 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.
 - 4. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- 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 submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).

- d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
- 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.
- 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect/Engineer, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Owner's, Architect/Engineer's, and Contractor's names.
 - 3. Discrete and consecutive RFI number, and descriptive subject/title.
 - 4. Issue date, and requested reply date.
 - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 - 2. Note dates of when each request is made, and when a response is received.
 - 3. Highlight items requiring priority or expedited response.
 - 4. Highlight items for which a timely response has not been received to date.
 - 5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect/Engineer will respond and return RFIs to Contractor within 14 calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 3:00 PM will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.

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- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Architect/Engineer within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.7 SUBMITTAL SCHEDULE

- A. Submit to Architect/Engineer for review a schedule for submittals in tabular format.
 1. Submit at the same time as the preliminary schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.8 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.

3.9 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.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.11 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.

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3.12 SUBMITTAL PROCEDURES

A. General Requirements:

1. Use a separate transmittal for each item.
2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
3. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by Architect/Engineer OR
 - b. Use form generated by Electronic Document Submittal Service software.
4. Sequentially identify each item. For revised submittals use original number and a sequential combination numerical and alphabetical suffix.
5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
6. 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.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Send submittals in electronic format via email to Architect/Engineer (under 10MB in size) OR
 - b. Upload submittals in electronic form to Electronic Document Submittal Service website.
8. 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.
9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
10. Provide space for Contractor and Architect/Engineer review stamps.
11. When revised for resubmission, identify all changes made since previous submission.
12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
14. Submittals not requested will not be recognized or processed.

B. Product Data Procedures:

1. Submit only information required by individual specification sections.

2. Collect required information into a single submittal.
 3. Submit concurrently with related shop drawing submittal.
 4. 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 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. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.
- E. Submittal System: The contractor will provide electronic submittals using Newforma Info Exchange Server provided by the Architect.
- F. Submittal Schedule:
1. The Contractor will prepare a submittal schedule.
 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.

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- G. 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.
- H. 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.

- I. Transmittal Form: Use Newforma Info Exchange Transmittal or Contractor's own form as approved by the Architect. When using the Architect's electronic submittal procedure, the transmittal form is part of the submittal file.
- J. Transmit each submittal with a copy of approved submittal form.
- K. 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. Drawing number and detail references, as appropriate.
 - j. Transmittal number (numbered consecutively).
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
- L. 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.
- M. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- N. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- O. 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.
- P. 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.

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5. Name and address of subcontractor.
 6. Name and address of supplier.
 7. Name of manufacturer.
 8. 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).
 9. Number and title of appropriate Specification Section.
 10. Drawing number and detail references, as appropriate.
 11. Location(s) where product is to be installed, as appropriate.
 12. Other necessary identification.
- Q. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- R. When revised for resubmission, identify all changes made since previous submission.
- S. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- T. Submittals not requested will not be recognized or processed.

3.13 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.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Shop Drawings based on reproductions of the Contract Documents does not relieve the Contractor from evaluating specific project needs and identifying specific materials, dimensions, etc. on the Shop Drawings. Do not copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shop work manufacturing instructions.
 - g. Templates and patterns.

- h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Submit Shop Drawings in the following format:
- a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

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6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

3.14 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit PDF copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Quality Requirements.
 4. O&M and Closeout Requirements: Retain submission of closeout documentation (Manufacturer's Instructions, Warranties, etc.) until the end of the project, do not submit with individual specification section Product Data or Shop Drawing Submittals. Comply with the requirements specified in Division 01 Execution and Closeout Requirements.
 5. Informational Submittals listed in this Section are to be submitted separate from individual specification section Product Data or Shop Drawing submittals they are, by default, still considered "Informational Submittals", and as such the Architect Action Stamp does not apply to these portions unless specific comments are made otherwise.
- 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.

3.15 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.

3.16 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.

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- 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

**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. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.

1.3 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Refer to 00 2115 - Supplemental Instructions to Bidders paragraph 2.1.6.1 for additional contractor qualification information.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- F. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- G. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- H. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

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- 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
 - I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- 1.4 TESTING AND INSPECTION AGENCIES AND SERVICES
- A. Owner will employ and pay for services of an independent testing agency to perform specified testing.
 - B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
 - C. 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.

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.

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- 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

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.1 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, and ventilation required for construction purposes.
- B. Existing facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.2 TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities is permitted.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

1.3 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. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.4 SECURITY

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

1.5 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Existing parking areas may be used for construction parking.

1.6 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.

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- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

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. General product requirements.
- F. Re-use of existing products.
- G. Transportation, handling, storage, and protection.
- H. Product option requirements.
- I. Substitution limitations.
- J. Maintenance materials, including extra materials, spare parts, tools, and software.

1.2 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.

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1.3 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.
 - a. Form of Approval: Comply with requirements specified in Division 01 "Administrative Requirements."
- E. Basis-of-Design Product Specification Submittal: Comply with requirements specified in Division 01 "Administrative Requirements." Show compliance with requirements.

1.4 COMPATIBILITY OF OPTIONS

- A. Comply with requirements in Division 01 Quality Requirements.
- B. 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.

1.5 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.

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- 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 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents. There are items in these contract documents that will be reused. See technical specifications and drawings.

- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.3 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.

2.4 PRODUCT OPTIONS

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

2.5 MAINTENANCE MATERIALS

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

PART 3 EXECUTION

3.1 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.

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- 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. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration by the elements, above ground, with impervious sheet covering. Provide adequate ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. 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.
- L. Store materials in a manner that will not endanger Project structure.
- M. Store cementitious products and materials on elevated platforms.
- N. Store items subject to sun damage such as foam and, plastics away from exposure to sunlight, except to extent necessary for period of installation and concealment.
- O. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- P. Protect stored products and liquids from damage from freezing.
- Q. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

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. Cleaning and protection.
- E. Substantial Completion.
- F. Final Completion.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

1.2 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include in request:
 - a. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - b. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - c. Identification of Project.
 - d. Location and description of affected work.
 - e. Necessity for cutting or alteration.
 - f. Description of proposed work and products to be used.
 - g. Effect on work of Owner or separate Contractor.

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- h. Written permission of affected separate Contractor.
- i. Date and time work will be executed.
- j. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
- k. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
- l. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.
- m. Integrity of weather-exposed or moisture-resistant elements.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Life Safety Elements: Do not cut and patch life safety elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- D. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- F. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
 - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 - 3. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.
- F. 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.

1.5 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. 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.
- C. Notify affected utility companies and comply with their requirements.
- D. 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.
- E. 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.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. 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.

1.6 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.

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2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. 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.
 5. 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.
 6. 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.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing and balancing of building systems, submit final test & balance reports.
 9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 10. Advise Owner of changeover in heat and other utilities.
 11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance (including Operation & Maintenance Manuals).
 12. Complete final cleaning requirements, including touchup painting, floor waxing, buffing, sealing, etc.
 13. 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.

1.7 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. 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.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit 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. Organize list of spaces in sequential order starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Indicate the subcontractor responsible for each item; provide spaces for subcontractor and superintendent to initial each item as Work is completed.
 4. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.

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- d. Name of Contractor.
- e. Page number.

1.9 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.
- E. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.1 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 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
- G. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
- H. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- D. Temporary Support: Provide temporary support of Work to be cut.
- E. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- F. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- G. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 GENERAL INSTALLATION REQUIREMENTS

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

- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.4 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. Relocate items indicated on drawings.
 - 3. 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.
 - 4. 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, Electrical, and Telecommunications): 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.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- 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. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.5 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.
- 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 airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

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- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. 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. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 7. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 8. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

3.6 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.7 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.8 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

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.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Use cleaning materials that are nonhazardous.
 - 2. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
 - 3. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
 - 4. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
 - 5. Clean filters of operating equipment.
 - 6. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
 - 7. Clean site; sweep paved areas, rake clean landscaped surfaces.

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8. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
9. Remove tools, construction equipment, machinery, and surplus material from Project site.
10. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
11. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
12. Sweep concrete floors broom clean in unoccupied spaces.
13. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
14. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
15. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
16. Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
17. Replace parts subject to unusual operating conditions.
18. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
19. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
20. Clean ducts, blowers, and coils if units were operated without filters during construction.
21. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
22. Leave Project clean and ready for occupancy.

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.

3.11 MAINTENANCE

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

END OF SECTION

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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. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. 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. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 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.
- 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. Field changes of dimension and detail.
 - 2. 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 MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.

- E. 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.

3.4 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. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. 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.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 - 1. Include HVAC outdoor and exhaust air damper calibration strategy.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Include test and balancing reports.
- L. Additional Requirements: As specified in individual product specification sections.

3.5 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.

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- 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.

3.6 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.
- E. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- F. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- G. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION