

Storm Line Relocation

Corner of North Union and Spring Street

City of Danville

IFB-14/15-035

A/E No: 50057490

September 3, 2014



SUBMITTED BY:

Dewberry
551 Piney Forest Road
Danville, VA 24540
434.797.4497

**CITY OF DANVILLE
IFB 14/15-035**

**STORM LINE RELOCATION
CORNER OF NORTH UNION AND SPRING STREET**

DANVILLE, VIRGINIA

SEPTEMBER 3, 2014

PROJECT NO. 50057490

PROJECT MANUAL

BID FORMS • CONDITIONS OF THE CONTRACT • SPECIFICATIONS

**Dewberry Engineers Inc.
551 Piney Forest Road
Danville, Virginia 24540
(434) 797-4497**

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City of Danville Virginia

427 Patton Street, Room 304
Danville, VA 24541

J. Gary Via, CPPO
Director of Purchasing
Phone: 434.799.6528
Fax: 434.799.5102
e-mail: viajg@danvilleva.gov

INVITATION FOR BID

TITLE: "Storm Line Relocation– North Union and Spring St."

BID NO: IFB 14/15-035

BID CLOSING DATE: Sealed Bids shall be accepted no later than October 1, 2014 at 2:00 p. m. at the Purchasing Department, 427 Patton Street, Room 304, Danville, VA 24541

PRE BID CONFERENCE: A Pre Bid Conference will be held September 16, 2014 at 10:00 am starting at the Second Floor Conference Room, Municipal Building, 427 Patton Street, Danville, VA 24541

DIRECT INQUIRIES TO: J. Gary Via, Director of Purchasing
(434) 799-6528

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City of Danville Virginia

427 Patton Street, Room 304
Danville, VA 24541

J. Gary Via, CPPO
Director of Purchasing

Phone: 434.799.6528
Fax: 434.799.5102
e-mail: viajg@danville.va.gov

IFB 14/15-035

“Stormline Relocation – North Union and Spring Street”

1.0 GENERAL CONDITIONS

Intent: Secure Virginia-licensed contractor to remove the existing storm line and install a new storm line as shown on the drawings. Repair concrete sidewalk and curb and gutter

1.1

Sealed bids must be received in the Purchasing office no later than 2:00 pm, October 1, 2014, mail to:

City of Danville
Purchasing Department-Room 304
427 Patton Street
Danville, VA 24541

- 1.2 Pre bid Conference: A pre-bid conference will be held on September 16, 2014 at 10:00 am starting at the Second Floor Conference Room, Municipal Building, 427 Patton Street, Danville, VA 24541.
- 1.3 Bonds: none required.
- 1.4 Time of Completion: 30 days
- 1.5 Liquidated Damages: \$ 250 per day
- 1.6 Project Manager for the City: Carlis Wells, PE, Project Manager, Utilities Dept., Power and Light Division
- 1.7 Code: All work performed shall conform to the Virginia Uniform Building Code.
- 1.8 Retainage: In making payments, there shall be retained five percent (5%) of the estimated amount until final completion and acceptance of the contract work.

2.0 SCOPE OF WORK

The Contractor shall provide all labor, material, equipment, supervision, and incidentals required to perform the Work of the Project as defined by the Contract Documents and consists of the following:

Work is detailed in specifications as prepared by Dewberry and included as attachment.

3.0 SUPPLEMENTAL GENERAL CONDITIONS

3.1 Compliance: The Contractor shall comply with the provisions of the following:

The City of Danville's "Standard Requirements & Instructions for Bidding", Version 1.4, dated May 22, 2008. Copies may be obtained from the Purchasing Office or downloaded from the City's website.

3.2 Award

The award will be made to the lowest responsible and responsive bidder, with consideration given to completion time.

The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

3.3 Authority

The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary modifying each and every invitation to bid, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for any indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

This procurement process, including withdrawal of bids and appeal or protests, is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, 427 Patton St. Room 304, Danville, Virginia 24541. The City of Danville does not discriminate against faith based organizations.

3.4 Bid Preparation

Bid proposals must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned or qualified bids will not be accepted. No bid may be considered if received after the time shown on Title Page. Contractors are expected to examine all instructions, specifications, drawings, sites, installations, etc. Failure to do so will be at the Contractor's risk. Erasures or other changes must be initialed by the person signing the bid.

Envelopes containing bids must be sealed and marked in the lower left hand corner IFB "Transformer Enclosure – Market/Main Street" and submitted to the office indicated on title page.

3.5 Bidder Eligibility

Bidders are required to submit evidence that they have practical knowledge of the particular work bid upon and that they have the financial resources to complete the proposed work. Failure on the part of any Bidder to carry out previous contracts satisfactorily, or lack of experience or equipment necessary for the satisfactory and timely completion of this Project, may be deemed sufficient cause for disqualification of said Bidder.

The Bidder must readily and independently document that the Bidder possesses the experience, equipment and financial resources necessary for a timely and professional completion of this project.

Irregular Bid Proposals: Bid proposals shall be considered irregular for the following reasons:

If the bid is on a form other than that furnished by the City, if the City's form is altered, or if any part of the proposal form is detached.

If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

If the bid does not contain a unit price for each pay item listed in the proposal.

If the bid contains unit prices that are obviously unbalanced.

If the bid is not accompanied by the proposal guaranty specified by the City.

Withdrawal of Bid Due to Error:

A bidder for a City construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration, if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing of his claim of the right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.

Disqualification of Bidder: A bidder shall be considered disqualified for any of the following reasons:

Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating bidder has been reinstated by the City as a qualified bidder.

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3.6 Bids Binding 60 Days

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

3.7 Cleanup

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery, and surplus materials.

If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

3.8 Control of Work

On all questions relating to quantities, the acceptability of materials and equipment, or work, and the interpretation of the Contract Documents, the decision of the Project Manager is final and binding, and shall be precedent to any payment under the contract.

All work and material are subject to the inspection and approval of the Project Manager. Any work done without proper inspection will be subject to rejection. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract. The Project Manager may require the Contractor to remove from the work any employee, as the Project Manager may deem incompetent, careless or insubordinate.

Certain items of work may be performed by forces of the City. The Contractor shall cooperate fully in scheduling and coordinating with the Project Manager such that no delay will result in the performance of such work. If the Contractor claims that such work delays or causes additional costs, he shall make claims as provided in Work Changes.

The City may award, or may have awarded contracts to others for other work. The Contractor shall cooperate fully with such other Contractors by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

Neither the final certificate of payment nor any provision in the contract documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

3.9 Equal Employment

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.

The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law. The contractor does not, and shall not during the performance of the contract for goods and services in the

Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

3.10 Drug Free Work Place

During the performance of this contract, the contractor agrees to:

Provide a drug-free workplace for the contractor's employees.

Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.11 Guaranty

The Contractor shall guarantee that all the materials used and all the work done under the contract shall fully comply with the requirements of the plans and specifications and the instructions of the City.

All expenses covering return or replacement of defective or improper equipment or merchandise will be assumed by the Contractor. In no instance shall the contractor refer the City to any distributor or manufacturer for settlement of any claim arising from defective or improper equipment or merchandise. If the Contractor shall fail to replace or repair any defective or improper equipment or merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements and charge the cost to money due the Contractor or bill the Contractor. The Contractor agrees to reimburse the City in such instances. Samples of any warranties which will apply to the goods being offered for sale shall be included as part of the bid.

Any defects in the completed work or failure of the construction to fully perform or endure the service for which it is intended, which in the opinion of the City are caused by or due to the use of materials, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a period of twenty-four (24) months after acceptance by the City shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the said specifications, plans, and instructions. The Contractor in this event, shall at his own expense, at such time and in such manner as the Engineer may direct, repair or take up and reconstruct any such defective work, in full compliance with the original specifications, plans, and instructions. The repairs required to be made by the Contractor shall extend only to making good an inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control.

3.12 Indemnification

The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its agents, officials and employees in consequence of the granting of this contract

or which may in anyway result therefrom, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Contractor or his employees, or of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its agents, officials, and employees as herein provided. The Contractor shall have charge and control of the entire work until its completion and acceptance by the City.

The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

3.13 Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Danville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard

Contractual Insurance
 Underground Hazard
 Explosion & Collapse Hazard
 Independent Contractor and Subcontractor
 Broad Form Property Damage
 Personal Injury
 Builder's Risk

Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
 Non-owned Vehicles
 Hired Vehicles

Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

All policies shall name the City of Danville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

3.14 Interpretation

If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the Invitation for bid or other documents, he should submit a written request for an interpretation thereof to the Engineer and received at least four (4) days before bid deadline. An interpretation of the bid invitation document will be made only by written addendum issued to each potential bidder. THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF BID INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH. The Bidder shall acknowledge receipt of all addenda in the Proposal.

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

If during performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the contractor shall so report to the Engineer in writing at once before proceeding with the work affected thereby and shall obtain a written interpretation or clarification from the Engineer. In resolving such conflicts, errors and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instruction to Bidders, General Conditions, Proposal and Specifications/Drawings. Figure dimensions on Drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.

3.15 Limitations of Work Area

The Contractor shall be limited to a specific area for storage of equipment, supplies, and building materials. This area shall be designated by the City and established during the Pre-construction conference.

Parking area for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require his personnel to park in this designated area and not any area which may interfere with the normal operations in and around the construction area or with access and use of the facility by the City.

3.16 Novation

The Contractor shall not assign or transfer, whether by an Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools and equipment.

3.17 Observance of Laws: The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

SCC Number: Contractors organized or authorized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or title 50 or as otherwise required by law.

A Contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

3.18 Patents

The Contractor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of the, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

3.19 Performance

In case of default by the Contractor, the City may procure the commodity or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

3.20 Permits

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Danville, Commonwealth of Virginia or any other requesting agency having jurisdiction.

3.21 Safety

All practices, materials and equipment shall comply with the Federal Occupational Safety and health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

Construction site safety is the responsibility of the Contractor.

3.22 Specifications and Product Description

When brand names, model numbers, trade names, catalog number or cuts are listed, they are, unless otherwise specified, included for the purpose of furnishing bidders with information concerning the style, type or kind of article desired and a bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics. Any available printed material or literature which describes the product being offered for sale shall be included with the bid. The City shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation will be permitted and the bidder will be required to furnish articles in conformity with that specification.

3.23 Subcontracts

No proposed subcontractor shall be disapproved by the City except for cause.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

Payments to subcontractors

1. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor
 - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
3. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.
 1. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

3.24 Suspension of Work

The work may be suspended by the City when deemed in the best interest of the City.

3.25 Termination

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry out the work in an acceptable manner, the City shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same and if the contractor, within a period of seven days after such notice, shall not proceed in accordance therewith, then the City Manager acting for and on behalf of the City shall, upon receipt of a written certificate from the Engineer of the fact of such failure, delay, neglect, refusal, or default and of failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City Manager at this option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own employees, or may enter into a new contract for the completion of the work, or may use such other methods as in the opinion of the City Manager shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this contract.

In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims of liens thereon which may have been filed with the City or any prior assignment filed with it. In case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay the City the amount of such excess.

3.26 Work Changes

The City without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$50,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made

within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of:

- (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
- (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.

BID PROPOSAL

“ Storm Line Relocation– N. Union and Spring Street ”

IFB 14/15-035

The undersigned, as Bidder, hereby declares that he or she and their associates are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the specifications for the work and contractual documents relative thereto, and have read all special provisions furnished prior to the bid opening; that they have satisfied themselves relative to the work to be performed, and materials and equipment to be furnished.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Danville, Virginia in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of the City of Danville, Virginia with definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents.

Project Description: The project location is the corner of North Union and Spring Street. The existing landscaping will be removed by the City of Danville. The contractor may then perform required work to relocate the storm line as shown on the drawings. Once the storm line is removed the City’s Utility Department will install conduit as required to their underground vault. Once the City’s utility department has completed their install, the contractor shall then install concrete sidewalk and curb and gutter to match the existing, adjacent profiles.

Bid Total \$ _____

The Bidder further agrees that:

1. The City, in protecting its best interest, reserves the right to reject any or all bids or waive any defects in favor of the City. Any changes, erasures, deletions in the unit or lump sum prices above, modifications in the bid form, or alternate proposals not specified in the bid proposal shall make the proposal irregular and subject to rejection.
2. All quantities listed above are estimates only and the City reserves the right to raise, lower, or eliminate any quantity or item and in any case the unit or lump sum prices shall be used in determining partial or final payment.

- 3. If awarded the contract, to execute and deliver to the City within ten (10) consecutive calendar days after their receipt of the contract documents, a satisfactory Performance Bond and Labor & Material Bond, as required, in the amount of one hundred percent (100%) of the contract amount along with the signed agreement.
- 4. In case of failure on their part to execute the said agreement within ten (10) consecutive calendar days after receipt of the contract documents, the monies payable by the Security accompanying this bid shall be paid to the City of Danville, Virginia, as liquidated damages for such failure; otherwise, the Security accompanying this bid shall be returned to the Bidder.
- 5. The work under this contract shall commence not later than five (5) consecutive calendar days after the date of a written Notice To Proceed is given by the City to the Contractor and shall be completed in 30 consecutive calendar days.
- 6. The amount of Liquidated Damage, as stipulated in the specifications, shall be two hundred and fifty dollars (\$250.00) for each day, including Saturdays, Sundays, and Holidays, after the established date of completion.
- 7. This bid is subject to acceptance within a period of sixty (60) days from the date of this bid.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

CONTRACTOR: _____
 DATE: _____
 ADDRESS: _____
 PHONE: _____
 FAX #: _____

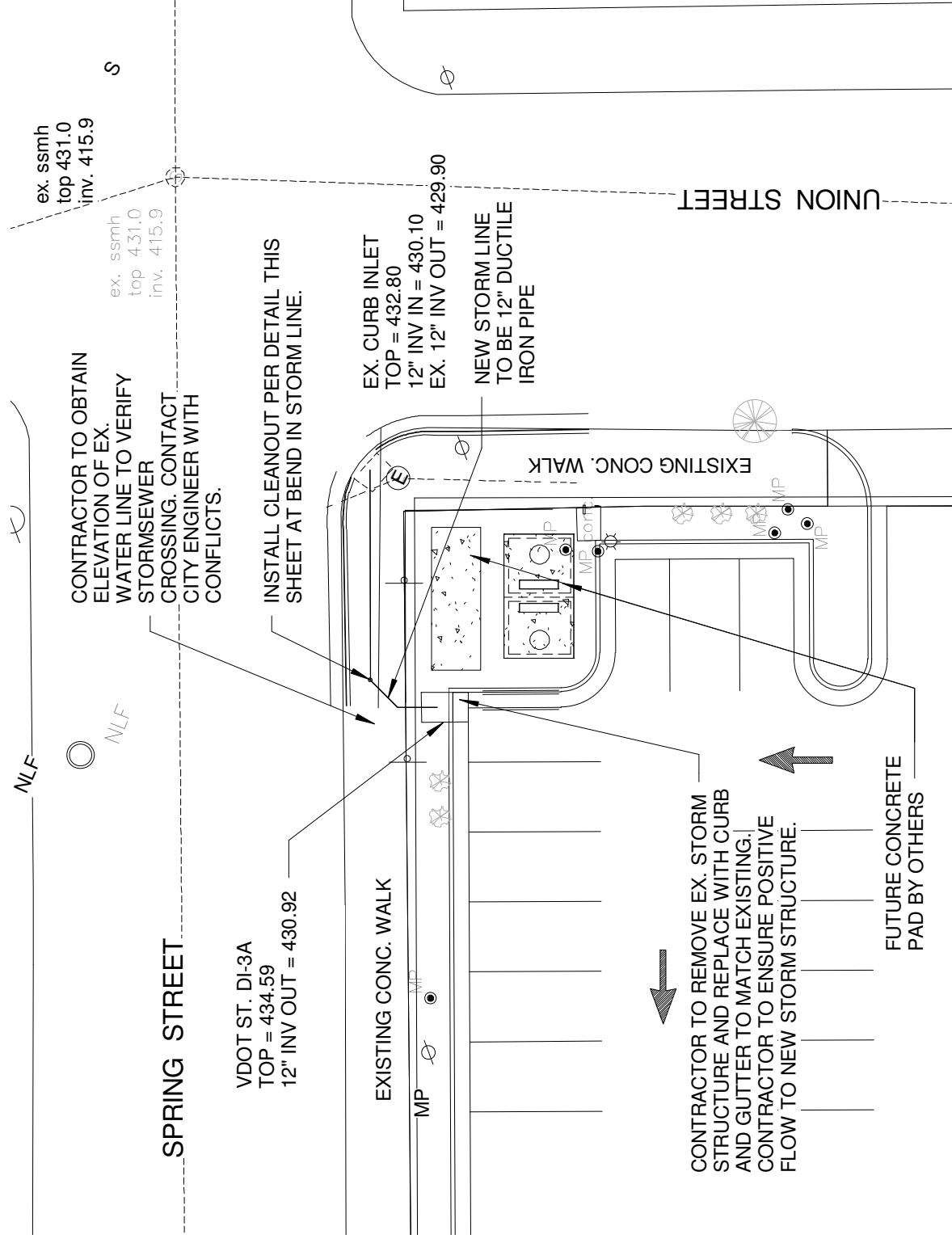
Signature: _____
(Signed)

Signature: _____
(Printed or Typed)

Title: _____

City of Danville Business License # _____
 Federal Tax #: _____

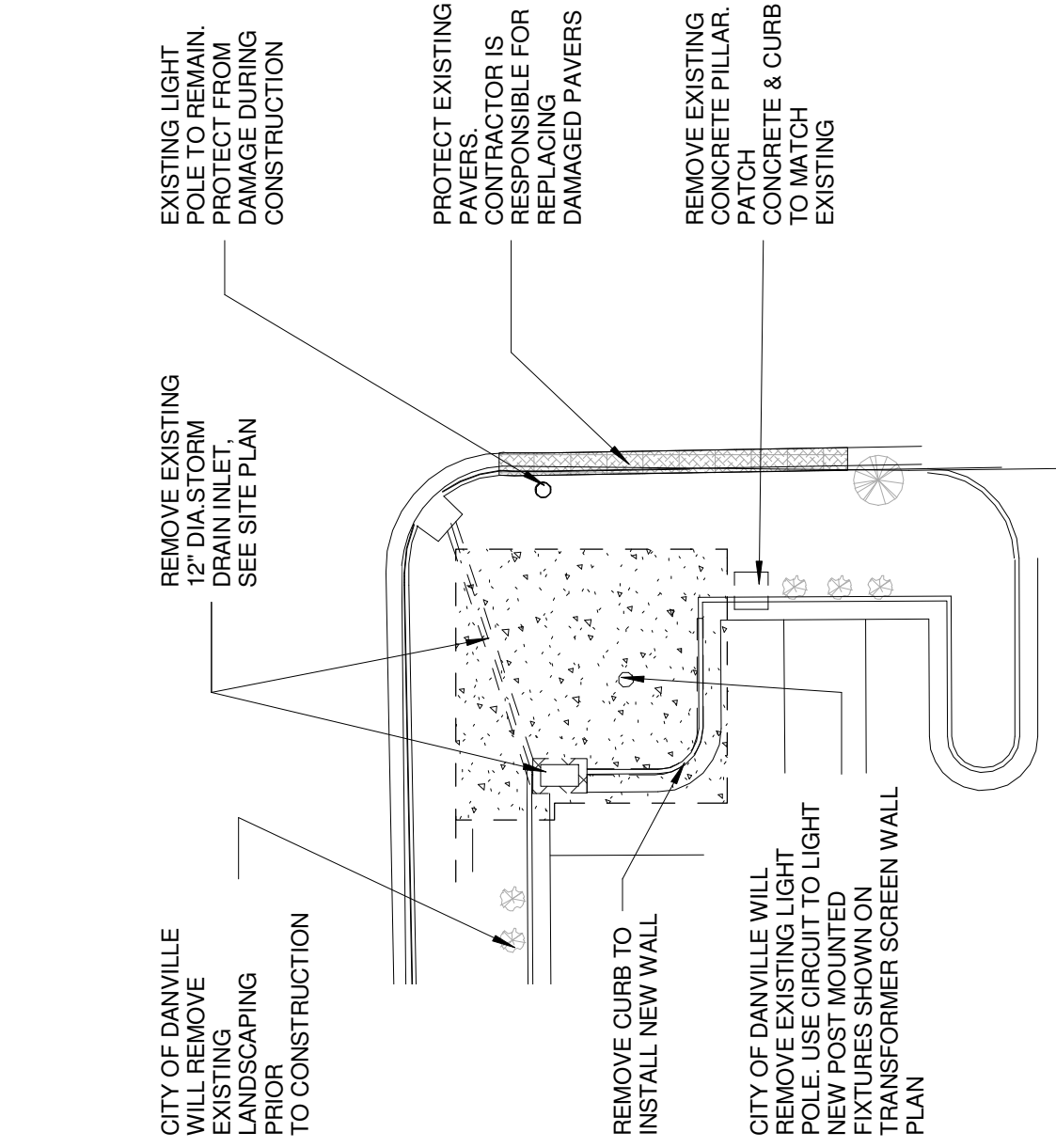
Registered as a contractor under Chapter 175E, Section 4539(117), Code of Virginia as amended by Chapter 404, Act of Assembly, 1944, Certificate No. _____ .
 Virginia SCC registration No. _____



2 SITE PLAN.

Scale: 1" = 20'-0"

NOTE: CONTRACTOR SHALL INSTALL NEW CONCRETE SIDEWALK, CURB & GUTTER TO MATCH EXISTING ADJACENT CONCRETE & CURB DESIGN



1 DEMOLITION PLAN.

Scale: 1" = 20'-0"



551 PINEY FOREST RD.
DANVILLE, VA 24540
434.797.4497
434.797.4341 Fax

Subject: RELOCATION STORM LINE PLAN

Project: SPRING & UNION STREET

Date: 08/29/14

Scale: 1" = 20'-0"

Project No.: 50057490

Revision:

C1.01

Sketch No.:

Drawing No.:

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: Storm Line relocation North Union Street and Spring Street
 - 1. Project Location: the corner of Spring and North Union Street
- B. Owner: City of Danville
 - 1. Owner's Representative: Carlis Wells, PE
- C. Architect: Dewberry, Dodie Hudson, CID, LEED AP ID+C

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. The City of Danville will be installing a new transformer and vault at the corner of North Union and Spring Street. There is existing landscaping, storm drain and sidewalk that will have to be removed. The contractor will remove existing storm inlet, piping and curb and sidewalk on Spring and Union as required. Install new inlet and storm drain. Coordinate with the City of Danville the installation of the new concrete vault that will be installed below ground in this area. Installation of the work being completed by the City of Danville will take approximately 2-3 weeks. Once the conduit installation and vault placement takes place the contractor shall complete the sidewalk and curb and gutter repairs.

2. Schedule: Project must be completed within 60 days including the three week allotted time frame for the City of Danville's vault and conduit installation once the Notice to Proceed is issued.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated. Protect the construction area from adjacent parking areas.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. 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. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within five days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within five days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than five days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 5 days of the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.

- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than - seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.

- c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. 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.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit three 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.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- 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.
Contractor's construction schedule (preliminary if not final).
 3. Products list (preliminary if not final).
 4. Submittal schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. Copies of building permits.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Initial progress report.
 9. Report of preconstruction conference.
 10. Certificates of insurance and insurance policies.
 11. Performance and payment bonds.
 12. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues 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 Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 7 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 and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.5 GENERAL COORDINATION PROCEDURES

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

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

- 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 to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.

- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Indicate functional and spatial relationships of components of architectural and structural systems.
 - c. Indicate required installation sequences.
 - d. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor 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.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect
 6. RFI number, numbered sequentially.

7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 2. 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 Change Proposal.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. 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 returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. 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.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals, only PDF's will be provided.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the

Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 5 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 5 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 5 days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. 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.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect. will discard submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Architect.
 - 6) Name of Construction Manager.
 - 7) Name of Contractor.
 - 8) Name of firm or entity that prepared submittal.
 - 9) Names of subcontractor, manufacturer, and supplier.
 - 10) Category and type of submittal.
 - 11) Submittal purpose and description.
 - 12) Specification Section number and title.
 - 13) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 14) Drawing number and detail references, as appropriate.
 - 15) Indication of full or partial submittal.
 - 16) Transmittal number
 - 17) Submittal and transmittal distribution record.
 - 18) Remarks.
 - 19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.

- i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: 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 identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Submit electronic submittals via email as PDF electronic files.

- a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect, will return 2 copies.
 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 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.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. 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 one sets of Sample. Architect will retain sample set.]
 - 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 one set of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- H. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- J. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. 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.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

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

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement of whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee

payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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.
- C. 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.
- D. 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.
- E. 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 329; 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.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.

- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- E. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 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 or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as

invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

- a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the site's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. 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.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Proceed with patching after construction operations requiring cutting are complete.
- D. 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

practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
- E. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

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

- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 2. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 4. Complete final cleaning requirements, including touchup painting.
 - 5. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. 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.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: 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, or when delay in submittal of warranties might limit Owner's rights under warranty.
1. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform 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. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Remove labels that are not permanent.
 - e. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected site elements.
 - 2. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- B. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- C. Predemolition Photographs or Video: Submit before Work begins.
- D. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.9 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

3.4 SELECTIVE DEMOLITION, GENERAL

- A. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119