

## **DIVISION 1 – GENERAL REQUIREMENTS**

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**SECTION 011100 - SUMMARY OF WORK****PART 1 - GENERAL****1.1 DESCRIPTION OF WORK****A. THE PROJECT:**

1. The project consists of various improvements to J. I. Barron Elementary School, 3655 Trinity Church Road, Pineville, LA 71360. The work is located on the existing campus. The project is anticipated to be one lump sum Base Bid only for this project.

**B. PROJECT COMPONENTS:**

1. New Fencing Along the Front of Campus:
  - a. Work generally consists of installing new metal picket fencing and entrance gates at the front of the campus. Construction includes demolition, concrete footings, new fencing and gates, fine grading and grassing.
2. Retrofit Metal Roof System and PVC Roof System at the Existing Main Building:
  - a. Demolition includes the removal of multiple layers of flat roofing systems and insulation board from existing lightweight concrete and metal decks, along with selected fascia and soffit panels, and miscellaneous equipment as scheduled. Also, removal of small trees and vegetation between wings is scheduled.
  - b. Framing for a new sloped metal roof consists of light-gauge steel framing members securely attached to the existing building's roof structure.
  - c. New standing seam metal roof and wall panels will be installed over insulation and attached to the new framing skeleton. New metal soffits and trim will finish the enclosure. Gutters and downspouts will direct water to surface and/or subsurface drainage systems.
  - d. A new single-ply PVC roof and insulation system will be installed at the connector between the two existing building wings.
  - e. Roof-mounted equipment will be either replaced with new equipment or relocated as scheduled.
  - f. Interior work will be limited to making structural connections to bar joists and repairing/replacing some ceiling tile and grid as required.
3. New Flooring and Base in the Existing Main Building:
  - a. New Luxury Vinyl Tile (LVT) will replace existing carpet and other flooring in rooms as scheduled.
4. New Scoreboards in the Existing Gymnasium:
  - a. The existing wall-mounted scoreboard in the Gym will be replaced with two new wireless wall-mounted scoreboards.

**1.2 CONTRACT DESCRIPTION**

- A. Perform Work of Contract under one publicly bid, lump sum contract with Owner in accordance with the Conditions of the Contract, and as modified by Supplementary Conditions of the Contract.

**1.3 CONTRACTS AND USE OF SITE****A. Contractor Use of Premises:**

1. Confine operations at site to areas permitted by:
  - a. Law
  - b. Ordinances

- c. Permits
    - d. Contract Documents
  - 2. Do not unreasonably encumber site with materials or equipment.
  - 3. Assume full responsibility for protection and safekeeping of products stored on premises.
  - 4. Obtain and pay for use of additional storage or work areas as needed for operations.
  - 5. Contractor shall establish secured staging area for work and coordinate and provide for safe passage and exit from building areas during construction, as determined by City and District officials.
  - 6. Contractor shall coordinate all construction activities with Owner.
  - 7. Owner reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. Contractor shall coordinate with this work in terms of providing site access, work space, and storage space, cooperation of work forces, scheduling, and technical requirements.
  - 8. Coordinate all utility shutdowns with Owner and, as required, with local utility companies, one week prior to commencement of shutdown.
- B. Owner Occupancy:
- 1. The Owner reserves the right to occupy the overall site that contains buildings, playgrounds, parking and access drives. Contractor shall coordinate his efforts with the Owner to minimize any conflicts.
  - 2. A Certificate of Substantial Completion will be executed in accordance with conditions of the Contract.
  - 3. Contractor shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
- C. Coordination with Owner's Forces or Owner's Contractors:
- 1. Provide site access, space allocation, scheduling coordination, coordination of work forces and coordination of technical requirements with contractors that may be selected and employed by Owner to perform work simultaneously and in conjunction with the Work.

#### 1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Architects/Engineers written responses to Change directives, Change Proposal Requests, and other supplemental instructions.
  - 5. Change Orders and other modifications to the Contract.
  - 6. Reviewed Shop Drawings, Product Data, and Samples.
  - 7. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Refer to section 017839, Project Record Documents for additional information.

#### 1.5 PROTECTION OF EXISTING PROPERTY

- A. Contractor shall provide and maintain adequate protection of Owner's existing property within the construction area during duration of Project.
- B. Contractor shall verify location of all existing underground utilities and pipelines on site of such pipelines and authorities having jurisdiction and shall provide and maintain adequate protection of all such pipelines during duration of Project.

**PART 2 - PRODUCTS**

2.1 MATERIALS

- A. Refer to Specification Sections.

**PART 3 - EXECUTION**

3.1 CONSTRUCTION SCHEDULE

- A. The Work shall commence upon Contractor's receipt of a Notice to Proceed and the Work shall be Substantially Complete on or before **270 calendar days** thereafter.
- B. The Contractor shall commence with site and infrastructure preparation for the reroofing immediately.
- C. Coordinate the schedule for renovations with the Owner to minimize disruptions to the school schedule. Completion of construction work is scheduled for September 2026.
- D. Refer to Section 013216 for other scheduling requirements. .

END OF SECTION 011100

## **SECTION 012513 - PRODUCT SUBSTITUTION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Specified product compliance, and product quality assurance
- B. Specific administrative and procedural requirements for handling requests for substitutions made prior to award of Contract.
- C. Requirements for product delivery, storage and handling.

#### **1.2 RELATED REQUIREMENTS**

- A. Instructions to Offerors: Product options and procedures for submittal of requests for substitutions during the Proposal period.

#### **1.3 DESCRIPTION OF REQUIREMENTS**

- A. Definitions: Definitions used in this Section are not intended to negate the meaning of other terms used in the Contract Documents, including such terms as “specialties”, “systems”, “structure”, “finishes”, “accessories”, “furnishings”, “special construction”, and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.
  - 1. Products: Shall mean items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the project or taken from the Contractor's previously purchased stock. The term “product” as used herein includes the terms “material”, “equipment”, “system”, and other terms of similar intent.
    - a. Named Products: Are those identified by the use of the manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the Contract Documents.
    - b. Specified Products: same as Named Products.
  - 2. Materials: Shall mean products that must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form units of work.
  - 3. Equipment: Is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.

#### **1.4 PRODUCT QUALITY ASSURANCE**

- A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.
  - 1. When it is discovered that specific products are available only from sources that do not or cannot produce an adequate quantity to complete project requirements in a timely manner, consult with the Architect/Engineer for a determination of what product quantities are most important before proceeding. The Architect/Engineer will designate those qualities, such as visual, structural, durability, or compatibility,

that are most important. When the Architect/Engineer's determination has been made, select products from those sources that produce products that possess the most important qualities, to the fullest extent possible.

- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two (2) or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.
- C. Or Equal:
  - 1. Where the phrase "or equal", "or equivalent", "or Architects approved equal", or similar phrasing, occurs in the Proposal Documents, do not assume that materials, equipment, or methods of construction will be approved by the Architect unless the item has been specifically approved for this Work by the Architect.
  - 2. The decision of the Architect shall be final.
- D. Where a proposed substitution involves the work of more than one (1) contractor, each contractor involved shall cooperate and coordinate the work with each other contractor involved, so as to provide uniformity and consistency and to assure the compatibility of products.
- E. Foreign Product Limitations: "Foreign products" as distinguished from "domestic products" are defined as products that are either manufactured substantially (50 percent or more of value) outside of the United States and its possessions, or produced or supplied by entities known to be substantially owned (more than 50 percent) by persons who are not citizens of nor living within the United States and its possessions.
  - 1. Except under one (1) of the following conditions, select and provide domestic, not foreign, products for inclusion in the Work.
    - a. There is no domestic product available that complies with the requirements of the Contract Documents.
    - b. Available domestic products that comply with the requirements of the Contract Documents are available only at prices or other procurement terms that are substantially higher (25 percent or more) than for available foreign products that comply with the requirements of the Contract Documents.
    - c. At the discretion of the Architect or Owner.
  - 2. Final determination and acceptance will be the responsibility of the Architect.
- F. Standards: Refer to Section 01 41 00, Regulatory Requirements for the applicability of industry standards to the products specified for the Project, and for the acronyms used in the text of the Specification Sections.

## 1.5 SUBSTITUTIONS OF PRODUCTS

- A. The products described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that

same meets the requirements of the particular project and is approved in an Addendum as a substitution prior to the submission of proposals.

- B. No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Architect approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an Addendum. Offeror shall not rely upon approvals made in any other manner.
- D. The Architect and Owner reserve the right to disapprove the use of any manufacturer who in their judgment is unsuitable for use on the Project and that decision will be final
- E. The following are not considered as substitutions:
  - 1. Revisions to the Contract Documents, when requested by the Owner, Architect, or any of their consultants are considered as "changes" not substitutions.
  - 2. Specified Contractor options on products and construction methods included in Contract Documents are choices made available to the Contractor and are not subject to the requirements specified in this Section for substitutions.
  - 3. Except as otherwise provided in the Contract Documents, the Contractor's determination of and compliance with governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.
- F. The following may be considered as a reason for a request for substitution:
  - 1. The request is directly related to an "or approved equal" clause or similar language in the Contract Documents.
  - 2. The specified product or method of construction cannot be provided within the Contract Time in accordance with paragraph below concerning availability of specified items.
  - 3. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  - 4. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other consideration of merit, after deducting offsetting responsibilities the Owner may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Architect/Engineer for redesign and evaluation services, the increased cost of other work by the Owner or separate contractors, and similar considerations.
  - 5. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
  - 6. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  - 7. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- G. Availability of specified items:

1. Verify prior to submittal of Proposal that all specified items will be available in time for installation during orderly and timely progress of the work.
2. In the event specified items will not be so available, notify the Architect prior to receipt of Proposals. Submit Request for Substitutions in accordance with this section.
3. The request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or coordinate activities properly.
4. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the Owner.

H. A request constitutes a representation that Offeror:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for Substitution as for specified product, except when inability to provide specified Warranty is reason for request for substitution as described above.
3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse the Owner and pay for all costs, including Architect/Engineer's redesign and evaluation costs resulting from the use of the proposed substitution, or for review or redesign services associated with re-approval by authorities having jurisdiction.

I. No substitutions will be considered after the Award of Contract.

## 1.6 SUBSTITUTION REQUEST SUBMITTAL

A. Requests for Substitutions: Submit three (3) copies of each request for substitution. In each request identify the product or fabrication or installation method to be replaced by the substitution; include related Specifications Section and Drawing numbers, and complete documentation showing compliance with the requirements for substitutions. Include, as appropriate, with each request, the following information:

1. Product data, drawings and descriptions of products, fabrication and installation procedures.
2. Samples, where applicable or requested.
3. A detailed comparison of the significant qualities of the proposed substitution with those of the work originally specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect, where applicable.
4. Coordination information, including a list of changes or modifications needed by other parts of the work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
5. A statement indicating the effect the substitution will have on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
6. Cost information, including a proposal of the net change, if any in the Contract Sum.
7. Certification by the Contractor to the effect that, in the Contractor's opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal-to or better than the work required by the Contract



Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

8. A statement indicating the Contractor will reimburse the Owner and pay for all costs, including Architect/Engineer's re-design and evaluation costs resulting from the use of the proposed substitution.

- B. Work-Related Submittals: The Contractor's submittal of, and the Architect/Engineer's acceptance of, Shop Drawings, Product Data, or Samples which are related to work not complying with the Contract Documents, does not constitute an acceptance or valid request for a substitution, nor approval thereof.

## 1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. General: Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control to prevent overcrowding of construction spaces or overloading of structure. In particular, coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1. Deliver products to the site in the manufacturer's sealed containers or other packaging system, complete with labels intact, and instructions for handling, storage, unpacking, installing, cleaning and protecting.
2. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
3. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
4. Store products at the site or in a bonded and insured off-site storage facility or warehouse in a manner that will facilitate inspection and measurement of quantity or counting of units. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
5. Store heavy materials away from the project structure or in a manner that will not endanger the supporting construction.

## PART 2 - PRODUCTS

### 2.1 GENERAL PRODUCT COMPLIANCE

- A. General: Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one (1) of several different specifying methods, or in any combination of these methods. These methods include the following:

1. Proprietary
2. Descriptive
3. Performance
4. Compliance with Reference Standards

Compliance with codes, compliance with graphic details, allowances, and similar provisions of the Contract Documents also have a bearing on the selection process.

- B. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include, but are not limited to the following for the various indicated methods of specifying:
1. Proprietary and Semi-Proprietary Specification Requirements:
    - a. Single Product Name: Where only a single product or manufacturer is named, provide the product indicated, unless the specification indicates the possible consideration of other products. Advise the Architect/Engineer before proceeding, when it is discovered that the named product is not a reasonable or feasible solution.
    - b. Two (2) or More Product Names: Where two (2) or more products or manufacturers are named, provide one (1) of the products named, at the Contractor's option. Exclude products that do not comply with specification requirements. Do not provide or offer to provide an unnamed product, unless the specification indicates the possible consideration of other products. Advise the Architect/Engineer before proceeding where none of the named products comply with specification requirements, or are not feasible for use. Where products or manufacturers are specified by name, accompanied by the term "or approved equal" or similar language, comply with this Section regarding "substitutions" to obtain approval from the Architect/Engineer for the use of an unnamed product.
  2. Non-Proprietary Specification Requirements: Where the specifications name products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to the use of these products only, the Contractor may, at his option, use any available product that complies with the Contract requirements.
  3. Descriptive Specification Requirements: Where the specifications describe a product or assembly generically, in detail, listing the exact characteristics required, but without use of a brand name, provide products or assemblies that provide the characteristics indicated and otherwise comply with Contract requirements.
  4. Performance Specification Requirements: Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
  5. Compliance with Standards, Codes, and Regulations: Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including standards, codes, and regulations.
  6. Visual Matching: Where matching an established sample is required, the final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect. Where there is no product available within the specified product category that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of this Section regarding "substitutions" and other Contract Documents for "change orders" for the selection of a matching product in another product category, or for non-compliance with specified requirements.
  7. Visual Selection: Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, the Contractor has the option of

selecting the product and manufacturer, provided the selection complies with other specified requirements. The Architect is subsequently responsible for selecting the color, pattern and texture from the product line selected by the Contractor.

8. Allowances: Refer to individual sections of the specifications and Section 01 21 00, Allowances for an indication of product selections that are controlled by established allowances, and for the procedures required for processing such selections.

- C. Producer's Statement of Applicability: Where individual specification sections indicate products that require a "Statement of Applicability" from the manufacturer or other producer, submit a written-certified statement from the producer stating that the producer has reviewed the proposed application of the product on the project. This statement shall state that the producer agrees with or does not object to the Architect/Engineer's specification and the Contractor's selection of the product on the project is suitable and proper.

## 2.2 SUBSTITUTIONS

- A. Condition: The Contractor's request for substitution will be received and considered when extensive revisions to Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the request is timely, fully documented and properly submitted, and when one (1) or more of the above conditions are satisfied, all as judged and determined by the Architect/Engineer; otherwise the requests will be returned without action except to record non-compliance with these requirements.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. General: Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated.
- B. Anchor each product securely in place, accurately located and aligned with other work.
- C. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.
- D. Products and assemblies shall be installed complete, in-place, watertight and structurally sound.

### 3.2 INSTALLATION OF APPROVED SUBSTITUTIONS

- A. Coordinate all approved substitutions with adjacent work.
- B. Comply with the manufacturer's and/or supplier's instructions and recommendations for installation of the products in the applications indicated.
- C. Provide all items required by manufacturer and/or supplier regarding installation, i.e. supplemental supports, anchors, fasteners, painting, etc. whether or not indicated or specified.

## END OF SECTION

## **SECTION 012600 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Change procedures.
- B. Defect assessment.

#### **1.2 GENERAL**

- A. Coordinate requirements of this Section with the requirements of the General and Supplementary Conditions of the Contract concerning change procedures.

#### **1.3 CHANGE PROCEDURES**

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Minor Changes: The Architect/Engineer may advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on Minor Change form or by other similar documents in the form issued by the Architect.
- C. Change Proposal Request: The Architect may issue a Change Proposal Request (CPR) or other similar request for proposal in the form issued by the Architect, including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate in the form of a Change Proposal so as to not cause delays in the Project.
- D. Contractor may propose changes which, in his opinion, will provide value to the Owner, by submitting a request for change to Architect, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors. If accepted by Architect and approved by Owner, submit a Change Order in accordance with the requirements of this Section. This request will not be considered a substitution except as defined by Section 01 25 13, Product Substitution Procedures. Owner is not obligated to accept this request.
- E. Construction Change Directive: Architect/Engineer may issue directive, on AIA Form G713 Construction Change Directive or other similar document in the form issued by the Architect, and signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- F. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- G. Change Order Forms: AIA G701 - Change Order.

- H. Execution of Change Orders: The Architect will prepare and sign the Change Order, the contractor shall sign the Change Order indicating acceptance of the change, and then the Owner will execute the Change Order.
- I. Correlation Of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  - 3. Promptly enter changes in Project Record Documents.

#### 1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements at no additional cost to the Owner.
- B. If, in the opinion of the Architect/Engineer or Owner, it is not practical to remove and replace the Work, the Architect will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but sum/price will be adjusted to new sum/price at the discretion of Architect or Owner.
- D. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- E. Authority of Architect/Engineer, or other appropriate agent identified to perform assessment by the Architect/Engineer or Owner, to assess defects and identify payment adjustments, is final.
- F. Non-Payment For Rejected Products: In addition to replacement of rejected Work, payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

#### **PART 2 - PRODUCTS**

Not Used.

#### **PART 3 - EXECUTION**

Not Used.

#### **END OF SECTION**

## **SECTION 012900 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Procedures for submitting Applications for Payment.

#### **1.2 GENERAL**

- A. Coordinate requirements of this Section with the requirements of the General and Supplementary Conditions of the Contract concerning payment procedures.

#### **1.3 SCHEDULE OF VALUES**

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702 in accordance with Section 012973, Schedule of Values.

#### **1.4 APPLICATIONS FOR PAYMENT**

- A. Submit four (4) notarized originals of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or other similar form approved by the Owner.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement in accordance with Supplementary Conditions of the Contract.
- E. Only materials stored on the project site shall be paid for unless the materials are stored in a bonded warehouse.
- F. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Items which may be requested by the Architect or Owner to substantiate costs include, but are not limited to the following:
  - 1. Current Record Documents as specified in Section 01 77 00, Closeout Procedures, for review by Owner which will be returned to Contractor.
  - 2. Labor time sheets, purchase orders, or similar documentation.
  - 3. Affidavits attesting to off-site stored products.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

Not Used.

END OF SECTION

## SECTION 012973 - SCHEDULE OF VALUES

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Work Included: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein and in other provisions of the Contract Documents.
- B. Coordinate requirements of this Section with the requirements of the General and Supplementary Conditions of the Contract concerning Schedule of Values.

#### 1.2 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Owner, provide copies of the subcontracts or other data acceptable to the Owner, substantiating the sums described.

#### 1.3 SUBMITTALS

- A. Prior to the first Application for Payment, submit a proposed schedule of values to the Program Manager at the Pre-Construction Meeting on AIA Form G703 – Continuation Sheet for G702, as outlined below:
  - 1. Meet with the Owner and determine additional data, if any, required to be submitted.
  - 2. Secure the Owner's approval of the schedule of values prior to submitting first Application for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. The Schedule of Values shall be broken down into item costs for each specification section as a minimum. After review by the Architect, the Schedule of Values shall be broken down into further items as required. (See following suggested list.).
- B. Schedule of Values - Items in addition to Specification Sections.
  - 1. Mobilization
  - 2. Clean Up
  - 3. Building Permit
  - 4. Bonds, Insurance
  - 5. Misc. Mechanical Accessories
  - 6. Demolition
  - 7. Rough-In Labor - (Electrical)
  - 8. Rough-In Material - (Electrical)
  - 9. Finish Labor - (Electrical)
  - 10. Finish Material - (Electrical)
  - 11. Allowances (listed separately)
  - 12. Record drawings and close-out documents
  - 13. Submittals listed separately per mechanical, electrical and plumbing
  - 14. Roof warranty as a line item
  - 15. Closeout Documents.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF VALUES**

A. Submit on AIA Form G703 – Continuation of Sheet G702.

END OF SECTION



## **SECTION 013113 – PROJECT COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 REQUIREMENTS**

- A. General: notify the Architect whenever there is need of clarification or interpretation of the Contract Documents prior to commencement of work.
- B. Commencement of work without Architect's prior notification means Contractor's acceptance of responsibility.
- C. Commencement of work without Architect's prior notification implies Contractor's understanding of conditions, assemblies, methods, or procedures.

#### **1.2 PRE-INSTALLATION CONFERENCE**

- A. General: Notify the Architect 48 hours in advance of certain stages of construction, and, as required by the Architect, organize a pre-installation meeting with each trade individually prior to commencement of their portion of the Work. At a minimum, representatives of the Architect, the General Contractor's project superintendent, and the Sub-contractor's Foreman and Project Manager shall be present at each meeting. The Engineer shall be notified as applicable.
- B. As indicated in each specific section of this Project Manual, or as required by the Architect.
- C. In addition to notifying the Architect, notify the Structural Engineer (48 hours) prior to the following stages:
  - 1. Drilling, reinforcing, and placing of first piers and footings.
  - 2. Placing first reinforcing, grade beams and slabs.
  - 3. Erecting structural steel elements.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

#### **3.1 PRE-CONSTRUCTION CONFERENCE AND OTHER MEETINGS**

- A. Pre-Construction Meeting shall not occur until approval of all contracts. The Notice to Proceed shall be issued at the Pre-Construction Meeting.
- B. The Contractor shall contact Architect prior to commencing construction in order for Architect to schedule a pre-construction meeting with Contractor, Architect, and Owner. This meeting must occur prior to commencement of any construction and is required attendance for all subcontractors and consultants.
- C. Refer to Section 013119, Project Meetings for requirements pertaining to Pre-Construction Conference, Progress Meetings and Pre-Installation Conferences.

END OF SECTION

## **SECTION 013119 – PROJECT MEETINGS**

### **PART 1 - GENERAL**

#### **1.1 REQUIREMENTS INCLUDE**

**A. The Architect:**

1. Scheduling of each meeting (pre-construction meeting, periodic project meetings, and specialty called meetings throughout the progress of the Work).
2. Preparation of agenda for meetings.
3. Presiding at minutes, including all significant proceedings and decisions.

**B. The Contractor:**

1. Making physical arrangement for meetings.
2. Participation in all meetings and conferences.
3. Scheduling attendance of Job Superintendent, Project Coordinator, and other parties affecting or affected by decisions made at meetings and conferences as their interests require.
4. Scheduling Pre-installation conferences.
5. Scheduling Pre-Closeout Meeting
6. Providing updated schedules.
7. Providing status reports/logs of CPRs, MCs, RFI logs and shop drawings/submittals.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

#### **3.1 PRE-CONSTRUCTION CONFERENCE**

- A.** Contractor shall contact Architect prior to commencing construction in order for Architect to schedule a pre-construction meeting with Contractor, Architect, and Owner. This meeting must occur prior to commencement of any construction.

**B.** Architect will:

1. Administer pre-construction conference for the establishment of communication methods, procedures and Owner requirements.

**C.** Location: To be determined.

**D.** Attendance:

1. Contractor or Contractor's Representative
2. Job Superintendent
3. Project Coordinator (Manager)
4. Owner or Owner's Representative
5. Subcontractors
6. Architect's Representative
7. Consultants as needed
8. Others as appropriate

- E. Meeting Agenda, may include, but is not limited to:
1. Discussion on major subcontracts and suppliers and projected construction schedules.
  2. Critical work sequencing.
  3. Major equipment deliveries and priorities. Discussion of long lead time items.
  4. Project coordination and designation of responsible personnel.
  5. Procedures and processing of field decisions, proposal requests, submittals, minor changes, change orders and applications for payment.
  6. Method of distribution of Contract Documents.
  7. Procedures for maintaining Record Documents.
  8. Use of premises, office work and storage areas, on-site parking, and Owner's requirements.
  9. Construction facilities and temporary utilities.
  10. Housekeeping procedures.
- F. Items to be submitted by GC at the Pre-Construction Meeting:
1. Schedule of Values
  2. Project Schedule
  3. List of Subcontractors and Suppliers

### 3.2 PROGRESS MEETINGS

- A. Architect will:
1. Schedule project meetings throughout progress of the work at regular monthly intervals, and specially called meetings.
  2. Set agenda and administer said meetings.
  3. Preside at meetings.
- B. Contractor shall:
1. Make physical arrangements for meetings.
  2. Record meeting minutes, including all significant proceedings and decisions.
  3. Reproduce and distribute copies of meeting minutes to all participants and parties affected by decisions made at the meetings.
- C. Attendance:
1. Contractor or Contractor's Representative
  2. Job Superintendent
  3. Owner or Owner's Representative
  4. Major subcontractors
  5. Architect's Field Representative
  6. Consultants as needed
  7. Others as appropriate
- D. Meeting Agenda, may include, but is not limited to:
1. Review of Work progress since previous meeting.
  2. Field observations, problems, and conflicts.
  3. Review of off-site fabrication and delivery schedules.
  4. Corrective measures and procedures to regain projected schedule.

5. Revisions to Construction Schedule.
6. Action item log.
7. Plan progress and schedule during succeeding work period.
8. Coordination of schedules.
9. Review submittal schedules and expedite as required.
10. Maintenance of quality standards.
11. Review of proposed changes and substitutions for effect on Construction Schedule and on completion date.
12. Status of Change Proposal Requests (CPRs).
13. Status of Minor Changes (MCs).
14. Status of submittals, review of submittal log.
15. Other items and critical issues affecting Work.

### 3.3 PRE-INSTALLATION CONFERENCES

- A. In accordance with the requirements of Section 013113, Project Coordination, the Contractor will convene pre-installation conferences when required by individual specification Sections or as required by the Architect, prior to the Contractor commencing Work of the Section.
- B. Attendance, optional:
  1. General Contractor or Contractor's Representative
  2. Owner or Owner's Representative
  3. Architect's Project Manager (Project Executive)
- C. Attendance, required:
  1. Project Superintendent
  2. Architect's Field Representative
  3. Sub-contractor's Project Manager
  4. Sub-contractor's Foreman
  5. Engineer's Representative, as needed.
  6. Manufacturer's Representative, as needed.
  7. Governing Agency Official, as required
  8. Inspection Agency Representative, as required.
  9. Others affecting or affected by Work.
- D. Meeting Agenda, may include, but is not limited to:
  1. Review of conditions of installation.
  2. Preparation and installation procedures.
  3. Coordination with related work
  4. Review of the contract document requirements.
  5. Review of code enforcement or testing requirements.
  6. Questions related to work required.

### 3.4 PRE-CLOSEOUT MEETING

- A. In accordance with the requirements of Section 017700, Closeout Procedures, the Contractor will convene a pre-closeout meeting when he considers the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use.

B. Attendance, required:

1. Owner or Owner's Representative
2. General Contractor or Contractor's Representative
3. Project Superintendent
4. Architect's Project Manager
5. Architect's Field Representative
6. Engineer's Representative, as needed.

C. Meeting Agenda, may include, but is not limited to:

1. Review of the contract document requirements for Substantial Completion and Project Closeout
2. Review of Work which remains to be completed or corrected.
3. Closeout Document review schedule and log
4. Review of closeout procedures including, but not limited to Record Drawings, Warrantees, Operation and Maintenance Manuals, and Owner Demonstrations and Start-up.
5. Review of code enforcement or testing requirements.
6. Questions related to work required.
7. Key Turnover meeting.

END OF SECTION

## **SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE**

### **PART 1 GENERAL**

#### **1.1 SUBMITTALS**

- A. Construction Schedule: Within 14 (fourteen) days after receipt of Notice to Proceed, submit 4 (four) color prints of the construction schedule to the Architect.

#### **1.2 RELIANCE UPON SCHEDULE**

- A. The construction schedule as approved by the Architect will be an integral part of the contract and will establish conditions for various activities and phases of constructions.

#### **1.3 CONSTRUCTION SCHEDULE**

- A. Diagram: Graphically show the order of all activities necessary to complete the work and the sequence in which each activity is to be accomplished.
- B. Activities shown on the diagram shall include but not necessarily be limited to:
  - 1. Project mobilization
  - 2. Submittals and approvals of shop drawings and samples
  - 3. Phasing of construction
  - 4. Final clean-up
  - 5. Final inspection and testing
- C. The construction schedule shall be updated and submitted with each Application for Payment.

#### **1.4 CONSTRUCTION SCHEDULE LIMITATIONS**

- A. Work performed under this Contract shall be done in accordance with the following paragraphs:
  - 1. All work may proceed immediately upon Notice to Proceed and continue uninterrupted.
  - 2. The Owner has a critical need for the work to begin upon Notice to Proceed and be Substantially Complete according to the Project Schedule.
  - 3. The successful Offeror will be subject to liquidated damages for work not completed beyond the agreed date which the Contractor shall require for Substantial Completion of the work included in this contract. Refer to Supplementary Conditions for additional requirements and liquidated damages.
  - 4. Failure to complete and close-out project after substantial completion may result in liquidated damages. Refer to Supplementary Conditions for additional requirements and liquidated damages.
  - 5. Certificate of Substantial Completion will be issued for any of the above mentioned areas of work which are complete prior to the completion of the entire project.
  - 6. The Owner may at his discretion approve changes recommended by the successful Offeror to the above-mentioned schedule provided that the Owner's uses of newly completed areas are not disrupted.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION



## SECTION 01 33 00 – SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUBMITTAL PROCEDURES

- A. Transmit to the Architect/Engineer each item indicated in individual specification sections with approved form identifying:
  - 1. Date of submission and dates of any previous submissions.
  - 2. Project title and number
  - 3. Contract identification
  - 4. Names of Contractor, Supplier, Manufacturer
  - 5. Pertinent drawing sheet and detail number, and specification section number, as appropriate
  - 6. Deviations from Contract Documents.
- B. Contractor shall be responsible for initial review prior to submittal to Architect/Engineer to verify adequacy and conformance to contract requirements. Lack of review by Contractor may be grounds for rejection.
- C. Apply Contractor's stamp, signed, to each item submitted, certifying that review and verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and contract documents.
- D. Transmit submittals electronically by email to **SUBMITTALS@YEAGERWATSON.COM**. If hard copies are submitted, furnish the number of copies required by each particular section of the project manual.
- E. Allow minimum of three (3) weeks for adequate Architect/Engineer review of each submittal. Time may vary according to scope and complexity of item under review. Allow adequate time in schedule for revisions and resubmittal as deemed necessary.
- F. Submit each item according to individual specification sections and identified by Division, Section, and individual submittal number.
- G. Revise and resubmit submittal as required; identify all changes made since previous submittal.
  - 1. Make any corrections or changes in the submittals required by the Architect/Engineer and resubmit until approved.
  - 2. Submit new submittal as required for initial submittal.
- H. Upon written request and at the Architect's discretion, digital CAD files of contract drawings may be provided to the Contractor or designated subcontractors for the limited purpose of coordinating shop drawings. Files will be provided in AutoCAD 2024 (.dwg) format. These files are for reference only and shall not be considered contract documents. The Contractor shall remain solely responsible for the content and accuracy of shop drawings. A Digital File Release Agreement must be executed prior to any file transfer. Architect assumes no liability for use or modification of digital files.

1.2 PROPOSED PRODUCTS LIST

- A. Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product at the Pre-Construction Meeting.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.3 PRODUCT DATA

- A. Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit the number of copies of product data and samples which the Contractor and his subcontractors need for their use PLUS two (2) additional sets for the Architect, one (1) additional set for the Owner and one (1) additional set for each of the Architect's consultants involved with the particular Section of Work.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project

1.4 SHOP DRAWINGS

- A. Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Dimensions indicated on the drawings are based on the specific models and manufacturers of products, equipment, fixtures and miscellaneous items specified. If the Contractor uses an approved product by another listed manufacturer which is different than the specific model and manufacturer listed in these specifications, then the Contractor shall be solely responsible for the coordination of any dimensional changes required, including structural, relocation of walls, equipment, fixtures, ceilings and miscellaneous items. When dimensional changes are required in these situations, the Contractor shall submit a proposed modification drawing to the Architect for approval prior to proceeding with the work. All causes and effects of the dimensional change shall be indicated on the Contractor's drawing submittal.

1.5 SAMPLES

- A. Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit for aesthetic, color, or finish selection. Submit full range of manufacture's standard colors, textures, and patterns for Architect's selection.
- C. Submit samples to illustrate functional characteristics of the Product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- D. Submit the number specified in respective Specification Section; or minimum of 3 samples.

- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in specification section.

1.6 DESIGN DATA

- A. When required, submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit design data for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.7 TEST REPORTS

- A. In accordance with Section 014523, Inspection and Testing Laboratory Services, submit test reports for Architect/Engineer's knowledge as contract administrator or for Owner. Architect will determine whether corrective action is required.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.8 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and Owner.

1.9 GUARANTEES

- A. When specified in individual specification sections, submit warranties by manufacturer, installation/application subcontractor, fabricator, or Contractor to Architect, in quantities specified.
- B. Submit warranties in accordance with Section 017700, Closeout Procedures.

1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect for delivery to Owner in quantities specified.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

**1.11 ERECTION DRAWINGS**

- A. When required, submit drawings for Architect/Engineer's benefit or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner. Architect will determine whether corrective action is required.

**1.12 CONSTRUCTION PHOTOGRAPHS**

- A. Provide photographs monthly of site and construction throughout progress of Work.
- B. Photographs: digital; sent to Architect via email, or provide on non-rewritable compact disk.
- C. Photograph project conditions five (5) days maximum prior to submitting indicating relative progress of the Work. As able, take photographs from same position indicating same view in successive installments.
- D. Identify each photograph with name of Project, room or view, and date.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION

## SECTION 014100 – REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality Assurance.
- B. References Standards.
- C. Definitions.
- D. Abbreviations.
- E. Format and Specification Context Explanations.
- F. Drawing Symbols.
- G. General Requirements.

#### 1.2 QUALITY ASSURANCE

- A. General:
  - 1. For products or workmanship specified by a standard of an association, trade, or Federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable code authorities having jurisdiction.
  - 2. The contractual relationship of the parties to the Contract should not be altered from the Contract Documents by mention or inference otherwise in any reference standard.
  - 3. Obtain copies of standards when required by Contract Documents.
  - 4. Maintain copy of standards at jobsite during submittals, planning, and progress of the specific work for which the standards pertain, until the date of Substantial Completion.
  - 5. In the absence of specific instructions in the specifications, materials, products, equipment and their installation shall conform to the applicable codes, regulations and standards specified therein. When a conflict exists between the applicable code, regulation and standard and that specified, the more stringent code regulation or standard shall prevail, except as authorized by applicable authorities having jurisdiction.
- B. Specifications and Drawings: The Drawings and Specifications are correlative and have equal authority and priority. Base disagreements in themselves or in each other on the most expensive combination of quantity and quality of work indicated. In the event of such disagreement bring it to the attention of the Architect, who will determine the appropriate method to perform the work.
- C. Industry Standards: Where compliance with two (2) or more industry standards or sets of requirements are specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.

- D. Contractor's Option: Except for overlapping or conflicting requirements, where more than one (1) set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether or not it is specifically indicated as such.
- E. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with the minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- F. Specialists' Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists, who are engaged for performance of work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements should not be interpreted so as to conflict with applicable regulations, union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of requirements remains with the Contractor.

### 1.3 REFERENCE STANDARDS

- A. Dates of codes, regulations and standards specified shall be the latest date of issue of that code, regulation or standard prior to the date of issue of this Project Manual or Document, except as modified or otherwise directed by the applicable codes and their supplements and amendments adopted by the code authorities having jurisdiction.
  - 1. Date of Issue - The "date of issue" as it appears in the statement above, means the date which appears on the cover of the Project Manual or Document corresponding to the date of issue of the Contract Documents.
  - 2. Code Authorities: The "code authorities" as it appears in the statement above, means the authorities responsible for code enforcement.

### 1.4 DEFINITIONS

- A. General Explanation: A substantial amount of specification language consists of definitions for terms found in other Contract Documents, including those in the AIA A201 General Conditions of the Contract for Construction, Supplementary Conditions, the Drawings, and the Specifications. Drawings must be recognized as being diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the Contract Documents are defined in the General Conditions, Supplementary Conditions, and in this Section. Definitions and explanations contained in this Section are not necessarily either complete or exclusive, but are general for this Work to the extent that they are not stated more explicitly in another element of the Contract Documents. In the event of a conflict in definitions or explanations within the Contract Documents or whenever there is need of clarification or interpretation of definitions within or between the Contract Documents, notify the Architect immediately and proceed as directed. Except in cases where definitions are determined by code authorities having jurisdiction, the Architect's interpretation of all definitions will take precedence.

- B. General Requirements: The provisions or requirements of Division 1 - Sections apply to entire Work of Contract and, where indicated, to other elements which are included in the Project.
- C. Special Conditions: Wherever the term "Special Conditions", appears in the Contract Documents, it refers collectively to all requirements of the Owner in addition to the sections in Division 1, General Requirements, and to Articles contained in the General Conditions and Supplementary Conditions.
- D. Contractor, General Contractor, Construction Manager, Design Builder, etc: Wherever the term "Contractor", "General Contractor", "Construction Manager", "Design Builder" or any derivative thereof, or similar term appear in the Contract Documents, they mean one and the same.
- E. Subcontractor, Sub-subcontractor, Bidder, etc.: Wherever the term "Subcontractor", Sub-subcontractor", "Bidder", "Bidder/Vendor", "Vendor", "Installer", "Integrator", "Respondent", "Offeror", or any derivative thereof, or similar term appears in the Contract Documents, they mean one and the same, and shall refer to the entity (person or firm) licensed and meeting all applicable regulations.
  - 1. Responsibilities: To avoid any misunderstanding or lack of interpretation, the responsibility for performing the Work is totally that of the entity defined above, and the resolutions proposed in his shop drawings and related documentation shall be demonstrated throughout the Work and specified warranty period.
  - 2. In the event of a controversy involving the Contract Documents or interpretation of Project requirements, the decision of the Architect will take precedence.
- H. "Owner", or similar such term appears in the Contract Documents, it means the Louisiana Technical College, Address, City, State Zip Code, phone number (000) 000-0000, or its authorized representative(s).
- I. Consultants: Wherever the term "Consultant", or any derivative thereof appears in the Contract Documents, it means the following to whom that portion of the work applies.
  - 1. Owner's Consultants:
    - a. Geotechnical Consultant: or their authorized representative(s).
    - b. Surveyors: or their authorized representative(s).
  - 2. Architect's Consultants:
    - a. Civil Engineer: or their authorized representative(s).
    - b. Sports Planning Architect: or their authorized representative(s).
    - c. MEP Engineer: or their authorized representative(s).
    - d. Structural Engineer: or their authorized representative(s).
    - e. Landscape Architect: or their authorized representative(s).
- J. Indicated: Wherever the term "indicated", or any derivative thereof appears in the Contract Documents, it means a cross-reference to graphic representations, notes, or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

- K. Directed, Requested, Etc: Where not otherwise explained, terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted”, and “permitted” or any derivative thereof appears in the Contract Documents, it means as “directed by the Architect”, “requested by the Architect”, and similar phrases with actions taken by the Architect. However, no meaning or otherwise shall be interpreted to extend the Architect’s responsibility into Contractor’s area of construction supervision.
- L. Approve: Wherever the term “Approve”, or any derivative thereof appears in the Contract Documents, it means only the Architect, or an individual designated by him as his representative, can approve or disapprove contract actions. Even if the specifications indicate that an individual other than the Architect, such as the “Engineer” or “Consultant” will approve or disapprove an action, it is understood that only the Architect has this authority unless the individual is so designated by him in writing. Even when an individual is so designated, the Contractor may appeal the action to the Architect and the Architect’s decision will be final. In no case will “approval” by the Architect be interpreted as a release of the Contractor from responsibility to fulfill requirements of the Contract Documents.
- M. Furnish: Wherever the term “Furnish”, or any derivative thereof appears in the Contract Documents, it means supply or deliver to Project site, ready for unloading, unpacking, assembly, erection, placing, installing, anchoring, applying, curing, finishing, protecting, cleaning and similar operations, as applicable in each instance.
- N. Install: Wherever the term “Install”, or any derivative thereof appears in the Contract Documents, it means performing the operations at the Project site, of unloading, unpacking, assembly, erection, placing, installing, anchoring, applying, curing, finishing, protecting, cleaning and similar operations, as applicable in each instance.
- O. Provide: Wherever the term “Provide”, or any derivative thereof appears in the Contract Documents, it means furnish and install at the Project site, complete and ready for intended use, as applicable in each instance.
- P. Project, Site: Wherever the term “Project”, “Site”, or similar such term appears in the Contract Documents, it means the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing work as part of the Project. The extent of project or site is shown on the Drawings, and may or may not be identical with description of land upon which Project is to be built.
- Q. Installer: Wherever the term “Installer”, or any derivative thereof appears in the Contract Documents, it means the entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at the Project, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- R. Specialist: Wherever the term “Specialist”, or any derivative thereof appears in the Contract Documents, it means an individual or firm of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract. Where the Contract Specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item or firm who will perform the work under the manufacturer’s direct supervision.



- S. Testing Laboratory: Wherever the term "Testing Laboratory", or any derivative thereof appears in the Contract Documents, it means an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

## 1.5 FORMAT AND SPECIFICATION CONTEXT EXPLANATIONS

- A. Underscoring: Is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where underscoring is used.
- B. Capitalization: Except for manufacturer, product, or trademark names, capitalization is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where capitalization is used.
- C. Imperative language: Is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or when so noted, by others.
- D. Section Numbering: Is used to facilitate cross-reference in Contract Documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in Contract Documents.
- E. Page Numbering: Pages are numbered independently for each section. The section number is shown preceded by the project number and followed by the page number at the bottom of each page, to facilitate the location of text. The project number is given to identify the project, for which specification was written, should the section become separated from the Project Manual.
- F. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open-generic descriptive", "compliance with standards", "performance", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
- G. Abbreviations: The language of Specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual work abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract Documents so indicates. A list of typical abbreviations, includes, but is not limited to the following trade associations and organizations. Refer to Drawings and other Contract Documents for other abbreviations.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Assn.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ADA	Americans with Disabilities Act – 2010 Accessibility Guidelines

AGA	American Gas Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AHGA	American Hotdip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning & Refrigeration Institute
ASA	Acoustical Society of America
ASA	American Subcontractors Association
ASAHC	American Society of Architectural Hardware Consultants
ASC	Adhesive & Sealant Council, Inc.
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Professional Engineers
ASPI	American Wood Preserver's Institute
ASTM	ASTM International
AWI	Architectural Woodwork Institute
AWS	American Welding Society
BIA	Brick Institute of America
BRI	Building Research Institute
CRA	California Redwood Association
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DHI	Door and Hardware Institute
EPA	Environmental Protection Agency
FTI	Facing Tile Institute
FGMA	Flat Glass Marketing Association
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
IBC	International Building Code
ICBO	International Conference of Building Officials
ICC	International Code Council
IEEE	Institute of Electrical and Electronic Engineers
JSMA	Joint Sealer Manufacturers Association
MFMA	Maple Flooring Manufacturers Association
ML/SFA	Metal Lath/Steel Framing Association
NAAMM	National Association of Architectural Metal Manufacturers
NAMM	National Association of Mirror Manufacturers
NBLP	National Bureau of Lathing & Plastering
NCPI	National Clay Pipe Institute
NCMA	National Concrete Masonry Association
NEMA	National Electrical Manufacturers Assn.
NESC	National Environmental Systems Contractors
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NHLA	National Hardwood Lumber Association
NOMMA	National Ornamental Metal Manufacturers Assn
NPVLA	National Paint, Varnish and Lacquer Assn.

NRMCA	National Ready Mixed Concrete Assn.
NRCA	National Roofing Contractors Association
NSPE	National Society of Professional Engineers
NWMA	National Woodwork Manufacturers Assn., Inc.
OSHA	Occupational Safety and Health Administration
PDCA	Painting and Decorating Contractors of America
PI	Perlite Institute, Inc.
PCA	Portland Cement Association
RFCI	Resilient Floor Covering Institute
RVFC	Rubber and Vinyl Floor Council
SBCCI	Southern Building Code Congress International, Inc.
SFPA	Southern Forest Products Association
SHLMA	Southern Hardwood Lumber Manufacturing Assn.
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
TCA	Tile Council of America, Inc.
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
VFI	Vinyl Fabrics Institute
WCLIB	West Coast Lumber Inspection Bureau
WRCLA	Western Red Cedar Lumber Association
WWPA	Western Wood Products Association

## 1.6 DRAWING SYMBOLS

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols defined by "Architectural Graphic Standards", published by the American Institute of Architects (AIA) and John Wiley & Sons, Inc., latest edition. Refer instances of uncertainty to Architect for clarification before proceeding.
- B. Mechanical/Electrical Drawings: Graphic symbols used in Mechanical/Electrical Drawings are generally aligned with symbols recommended by American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE). Where appropriate, those symbols are supplemented by more specific symbols as recommended by other recognized technical organizations, including, but not limited to American Society of Mechanical Engineers (ASME), American Society of Professional Engineers (ASPE), Institute of Electrical and Electronic Engineers (IEEE) and similar organizations. Refer instances of uncertainty to Architect for clarification before proceeding.

## 1.7 GENERAL REQUIREMENTS

- A. Color, Texture, or Pattern Requirements:
  - 1. When color, texture, or pattern is specified, the item, product, or material shall be furnished in the specified color, texture, or pattern, as applicable.
  - 2. When more than one (1) approved manufacturer is named in the Specifications, Contractor may select any of the approved manufacturers and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Architect's review and selection.
  - 3. When the term "match existing", or any derivative thereof appears in the Contract Documents, it means that the sample must match the Owner's existing work in every respect as to color, texture, and pattern, as applicable.

4. When the term "match Architect's approved sample", or any derivative thereof appears in the Contract Documents, it means that the Architect has selected a sample which must be matched in every respect as to color, texture, and pattern, as applicable.
  5. When an item or product is specified of a manufacturer for which only one (1) color, texture, or pattern is available, and a color, texture, or pattern other than that one is specified, Contractor shall bring it to the attention of the Architect for a decision prior to proceeding with the work. Do not proceed with the work until Architect has approved the color, texture, and pattern, as applicable.
  6. When an item or product is specified of a manufacturer for which no color, texture, or pattern is specified, and colors, textures, and patterns are available, Contractor shall bring it to the attention of the Architect and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Architect's review and selection. Do not proceed with the work until Architect has selected and approved the color, texture, and pattern, as applicable.
  7. When due to the nature of the item, product, or material, i.e. face brick, tile pavers, natural stone, etc, Contractor shall submit sample or samples which exhibits the full range of characteristics (colors, i.e. lights and darks, as well as textures, and patterns) for which the item, product, or material is available. The Architect will select the color, texture, and pattern, as applicable, from those available and request a sample panel exhibiting the approved characteristics. The approved color range, texture, and pattern, as applicable will then become the standard for which all work on the project will be judged. Architect will be final judge as to having performed work in conformance with approved characteristics.
  8. Under no circumstances are colors, textures, patterns, or any other characteristics for which an item, product, or material are available to be selected by anyone other than the Architect or his authorized representative.
  9. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.
- B. Continuity of Building Envelope, Full Height Partitions, and Fire Rated Construction:
1. Continuity of Building Envelope:
    - a. All materials such as exterior sheathing, membrane flashings, vapor barriers, insulations, dampproofing, waterproofing, roofing, flashings, etc. and all penetrations, holes, gaps, joints, and openings through such materials shall be sealed to ensure continuity of building envelope, whether indicated or not.
    - b. Refer instances of uncertainty to Architect for clarification before proceeding with work.
  2. Full Height Partitions:
    - a. All full height partitions shall be from floor to bottom of deck structure and shall be made to fit around steel joists, beams, etc., whether indicated or not.
    - b. Seal joints at top of partitions, in flutes of steel deck, and around structural elements with a compressible filler and/or sealant to accommodate movement due to expansion, contraction, and deflection, whether indicated or not. Treat seals in joints of fire rated partitions as specified below for fire rated construction, whether indicated or not.
    - c. Refer instances of uncertainty to Architect for clarification before proceeding with work.
  3. Fire Rated Construction:

- a. All seals in fire rated construction, whether at top, bottom, or penetrations through fire rated construction, shall be made with firestopping and fire safing materials to maintain fire rating integrity of construction and satisfy authorities having jurisdiction, whether indicated or not.
    - b. Refer instances of uncertainty to Architect for clarification before proceeding with work.
- C. Plumbing Line Protection:
  1. Placing or washing materials, including, but not limited to the following, down any plumbing line or fixture is strictly forbidden.
    - a. Concrete, cement, sludge, mortar, grout, plaster, or any other cementitious material
    - b. Paint, paint thinner, turpentine, kerosene, gasoline, oil, or any other petroleum or hazardous products.
  2. Cleaning painting equipment, including brushes in new or existing plumbing fixtures is strictly prohibited.
  3. If requested, Contractor shall certify that all affected plumbing lines and fixtures are clean, free flowing and running. Plumbing lines and fixtures damaged as a result of any of the above shall be repaired or replaced at no expense to Owner. Contractor shall bear responsibility and all costs of fines, penalties, and legal fees attributed to violations as levied by authorities having jurisdiction.
- D. Hanging Items from Deck and Structure: Ducts, pipes, conduits, equipment, and other items indicated to be supported from the structure shall be accomplished using approved hang-wires, hangers, or devices of type, size and material recommended to suit the application and installed in accordance with recommendations of the hanger or device manufacturer, Architect and/or Structural Engineer, or code authorities having jurisdiction, whichever is the more stringent requirement. Nothing shall be hung from the deck and structure unless directed to do so by the Architect and/or Structural Engineer. Powder activated devices in metal deck are not permitted.
- E. Ducts, Pipes, Conduits, and Wires: Shall be concealed in walls, chases, and enclosed areas out of view, unless specifically indicated as exposed or where exposure is required for proper function of item, such as air registers, air returns, louvers, grilles, vents, thermostats, electrical receptacles, telephone/data terminals and jacks, light switches, etc. Refer instances of uncertainty to Architect for clarification before proceeding.
- F. Fasteners:
  1. Unless specifically indicated or directed otherwise, all fasteners in work exposed to view, shall be concealed in the finished work.
  2. No fasteners shall show through or telegraph through exposed face of finished work and all finished surfaces shall be free of all evidence of the existence of fasteners.
  3. Fasteners shall be spaced to accurately and rigidly secure work in place.
  4. If not shown or otherwise required or recommended by manufacturer, standard, or code authorities having jurisdiction, fastener spacing shall not exceed 12 inches on center.
  5. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.
- G. Exposed Metal Work:

1. Unless specifically indicated or directed otherwise, all exposed metal work shall be flat with all surfaces free of distortions, oil canning, waves, dents, scratches, weld marks, and other surface defects detrimental to good appearance or function.
2. All steel exposed to exterior weather or moisture, either exposed or concealed in work, shall be hot-dip galvanized, phosphate treated for paint retention and shop prime painted in compliance with Section 09 91 00.
3. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION

## **SECTION 014500 – QUALITY CONTROL**

### **PART 1 – GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Quality Assurance: Requirements for material and product quality and control of installation.
- B. Tolerances
- C. References and Standards
- D. Mock-ups
- E. Testing Laboratory Services
- F. Inspection Services
- G. Manufacturers' field services

#### **1.2 RELATED SECTIONS**

- A. Section 014100 – Regulatory Requirements
- B. Section 014523 – Testing and Inspecting Services
- C. Section 013300 - Submittal Procedures
- D. Section 023200 - Geotechnical Report
- E. The Work of this Section shall be included as a part of all Sections of Work, whether referenced therein or not.

#### **1.3 DESCRIPTION OF REQUIREMENTS**

- A. Unless specifically noted otherwise, perform all Work shown, mentioned, or reasonably inferred and comply with all work restrictions.
- B. Many of the requirements specified elsewhere are included herein for reference and convenience. Where a conflict occurs between the Contract Documents, either within themselves or each other, the more stringent requirement or the most expensive combination of materials and workmanship shall prevail.
- C. Contractor shall:
  - 1. perform Work in accordance with the General Conditions, as specified herein, and with the quality control requirements of each Specification Section;
  - 2. perform Work in the highest quality workmanship, unless specified otherwise;
  - 3. join materials with a uniform and accurate fit so they meet with neat straight lines, free of smears, overlaps or irregularities, as applicable to the work;

4. install all exposed materials appropriately level, plumb, and at accurate angles as shown and flush with adjoining materials;
5. attach materials with sufficient strength, and with number and spacing of fasteners and attachments that will not fail until materials joined are broken or permanently deformed;
6. use concealed fasteners, unless shown or directed otherwise.

#### 1.4 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

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

#### 1.5 TOLERANCES

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

#### 1.6 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Owner-Design Builder Agreement except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.



- E. Neither contractual relationships, duties, responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.
- F. Refer to Section 014100, Codes, Regulations and Standards, for additional information concerning applicable reference and standards requirements.

#### 1.7 TESTING SERVICES

- A. Owner will appoint, employ, and pay for specified services of an independent firm to perform testing.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Architect/Engineer, Owner, or authority having jurisdiction.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Owner, Architect/Engineer, and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services, or as specified in individual specification sections.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required.
- F. Testing does not relieve Contractor to perform Work to contract requirements.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.
- H. Refer to Section 01 45 23, Testing and Inspecting Services, for additional information concerning testing, and submittal procedures and requirements for Testing Reports.

#### 1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as required, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer within ten (10) days after receipt of Notice to Proceed, in advance of required observations. Observer subject to approval of Architect/Engineer and Owner.

- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 013300, Submittal Procedures, for additional information concerning submittal procedures and requirements for Manufacturers Field Reports.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

### **3.2 PREPARATION**

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

END OF SECTION

**SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS****PART 1 - GENERAL****1.1 DESCRIPTION OF REQUIREMENTS**

- A. Specific administrative and procedural minimum actions are specified in this Section, as extensions of provisions in other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as an indication that such temporary activity is not required for successful completion of the Work and compliance with requirements of the Contract Documents. Provisions of this Section are applicable to, but are not limited to the temporary power, temporary water, temporary heat, field office, mobile telephone, sanitary facilities, storage facilities, signs, barriers, security, construction fence, cleaning, first aid facilities, fire protection, construction aids, parking facilities, storm water control and pollution prevention plan, as further expanded in this Section.

**1.2 JOB CONDITIONS**

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer required or when permanent facilities have, with authorized use, replaced their need.
- B. Conditions of Use:
  - 1. Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary, and protective of persons and property, and free of deleterious effects.
  - 2. Be responsible for overloading or excess use of or damage resulting from the overloading or excess use of existing utilities.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. Materials, not specifically described herein, but required for proper completion of Work of this Section, may be new or used as selected by the Contractor, but shall be of design, type, size, and strength recommended to suit intended purpose.
- B. Items required to protect the tenants, workmen, and public from danger, shall be sufficiently designed to protect them. Where required, exclude the public from all hazards.

**PART 3 - EXECUTION****3.1 UTILITIES**

- A. Temporary Power: Provide temporary power and all wiring, lamps, distribution of power, and equipment required for construction, inspection and testing of Work.
- B. Temporary Water: Provide temporary water and all hoses and equipment required for construction, inspection and testing of Work.

- C. Temporary Climate Control: Provide temporary climate control (heating, cooling and humidity control) required for construction of Work.
  - 1. Provide heat to prevent freezing and to avoid damage to materials in storage, during and after installation, and during curing and drying of materials and finishes. Provide and maintain such dependable source of supply of heat, cooling, and humidity control as necessary until the Work is accepted. No open fire heaters will be permitted. No mold, mildew, rust, or sagging materials due to humidity will be allowed. Contractor shall remediate any and all evidence of mold, mildew, or rust per applicable state standards and requirements.

### 3.2 FIELD OFFICE

- A. Furnish a job trailer installed at a suitable location on site for use by the Contractor and the Architect and the Program Manager.
- B. Provide and maintain a weather tight building with operable and lockable door and windows, to serve as a job office available to the Contractor, subcontractors, and the Owner and Architect. Provide lights, electricity, air conditioning and heat, as required. Remove office from premises when one can be set up inside the building. Provide job telephone and other miscellaneous items as outlined below.
  - 1. Contractor's office shall be of a size, and furnished, so that it may be used for progress meetings.
  - 2. Provide adequate artificial lighting, heating and cooling to provide comfortable conditions for occupants.
  - 3. Provide direct line telephone service, for both voice communication and facsimile machines.
  - 4. Provide high speed internet access. Dial-up connection is not acceptable.
  - 5. Maintain a complete set of Construction Documents, Submittals, Record Documents, and other pertinent information for Contractor, Architect, Engineer, and Owner use.
  - 6. Furnishings Required:
    - a. For Contractor's office: Racks and files for Contract Documents and for Record Documents; conference table and chairs; and desks and chairs as required by Contractor.

### 3.3 SANITARY FACILITIES

- A. Furnish and maintain temporary sanitary facilities. Comply with regulations of State Department of Health and other authorities having jurisdiction. The Contractor may not use the Owner's facilities.

### 3.4 STORAGE FACILITIES

- A. Provide and maintain adequate weather-tight lockable storage facilities, raised above the ground, with sides and top enclosed.
- B. Replace materials improperly stored and damaged by weathered conditions.
- C. Remove storage facilities when materials can be stored within the structure in a weather-tight condition.

- D. Provide for temporary freeze protection as needed.

### 3.5 SIGNS

- A. Furnish and install 1 (one) project sign, 4'-0" by 8'-0" in size at the jobsite. Design of sign shall be as provided by the Architect. Contractor will be responsible for the cost of printing the image and installing the sign at the site. Coordinate the sign location with the Architect. The sign shall be on-site and shall remain for the duration of the construction period.
- B. Other signs permitted at the site:
  - 1. Warning signs.
  - 2. Directional signs.
  - 3. Identification signs at field offices.
  - 4. Emergency medical services sign.
  - 5. Signs required by Authorities Having Jurisdiction
- C. Contractor shall allow no other signs to be displayed at the project site, unless authorized by the Owner.

### 3.6 BARRIERS

- A. Provide temporary barricades on all portions of the site adjacent to the construction and accessible to the public.
- B. Provide approved barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, water puddling and continuous running water.

### 3.7 SECURITY

- A. Determine if and when watchmen are necessary for protection of the Work, and provide such services when necessary. Neither the provision of watchmen nor the failure to provide watchmen shall relieve the Contractor of responsibility in event of injury to persons or damage to property.

### 3.8 CONSTRUCTION FENCE

- A. Provide chain link or plastic fabric construction fence around the perimeter of the construction area for the duration of the construction period. Provide construction zone warning signage at appropriate locations.

### 3.9 CLEANING

- A. Trash removal: Clear the building and site of trash at least once a week. When rapid accumulation occurs, make more frequent removals. Remove highly combustible trash such as paper and cardboard daily. Dumpsters will not be allowed to overflow and should be emptied on a regular basis.
- B. Disposition of Debris: Remove debris from site and make legal disposition. Locations for disposal shall be of the Contractor's choice within the above restriction. Neither debris nor material may be buried or burned at the site. Take necessary precautions to prevent accidental burning of materials by avoiding large accumulations of combustible materials.

- C. Final Cleaning: Thoroughly clean the Work, including the removal of smudges, marks, stains, fingerprints, soil, dirt, paint spots, dust, lint, discolorations, and other foreign materials.

### 3.10 TEMPORARY FIRST AID FACILITIES

- A. Provide first aid equipment and supplies, with qualified personnel continuously available to render first aid at the site.
- B. Provide a sign, posted at the field office telephone, listing the telephone numbers for emergency medical services: Physicians, ambulance services and hospitals.

### 3.11 TEMPORARY FIRE PROTECTION

- A. Provide a fire protection and prevention program for employees and personnel at the site; and provide and maintain fire extinguishing equipment ready for instant use at all areas of the Project and at specific areas of critical fire hazard.
- B. Equipment:
  - 1. Hand extinguishers of the types and sizes recommended by the National Board of Fire Underwriters to control fires from particular hazards.
  - 2. Water hoses connected to an adequate water pressure and supply system.
- C. Enforce fire-safety discipline:
  - 1. Store volatile materials in an isolated, protected location.
  - 2. Avoid accumulations of flammable debris and waste in or about the Project.
  - 3. Prohibit smoking in the vicinity of hazardous conditions.
  - 4. Closely supervise and provide fire watches as required by authorities having jurisdiction during and after welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions.
  - 5. Supervise locations and operations of portable heating units and fuel.
- D. Contractor shall maintain fire-extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher.

### 3.12 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required to assure safety for personnel and to facilitate the execution of the Work; Scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other equipment.
- B. Maintain all equipment in a first-class, safe condition.

### 3.13 PARKING FACILITIES

- A. Coordinate location of parking for personnel and employees at the facility to avoid interference with traffic, walks, work and storage areas, or with materials-handling equipment.
- B. Vehicular access to the site shall be maintained.

END OF SECTION

## **SECTION 017329 – CUTTING AND PATCHING**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION OF REQUIREMENTS**

- A. Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original undamaged condition, including original fire rating of fire rated construction.
  - 1. Cutting and patching is performed for coordination of the work for access or inspection, to obtain samples for testing, as indicated or required, to remove/replace defective work or work not conforming to the contract documents, to permit alterations to be performed, or for other similar purposes.
  - 2. Cutting and patching performed during the manufacture of products or during the initial fabrication, erection, or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".
- B. Refer to other Sections of these Specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
  - 1. Unless otherwise specified, requirements of this Section also apply to mechanical and electrical work.

#### **1.2 QUALITY ASSURANCE**

- A. Visual requirements - Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patchwork. Remove and repair or replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner

#### **1.3 RELATED WORK**

- A. All Sections of Work requiring cutting and patching, including electrical requirements.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. General - Except as otherwise indicated or as directed by Architect, use materials for cutting and patching that are identical to materials being cut and patched. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.
  - 1. Use materials, products, and devices to maintain integrity of fire rating of existing fire rated construction which comply with the requirements of authorities having jurisdiction.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Before starting work, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
  - 1. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.
  - 2. After uncovering work, examine conditions affecting installation of product or performance of work.
  - 3. Report unsatisfactory or questionable conditions to Architect in writing; do not proceed with work until Architect has provided further instructions.

#### **3.2 PREPARATION**

- A. Provide temporary support to prevent failure of the work to be cut.
- B. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions of that part of the Project that may be exposed during cutting and patching operations.
- C. Take precautions not to cut existing pipe, conduit, ducts, or wires serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

#### **3.3 PERFORMANCE**

- A. General - Employ only skilled workmen to perform the cutting and patching work. Except as otherwise indicated or as approved by Architect, proceed with cutting and patching at the earliest feasible time and complete the work without delay.
- B. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible, review proposed cutting and patching procedures with the original installer and comply with original installer's recommendations.
  - 1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as Carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
  - 2. Comply with requirements of other applicable sections where cutting and patching requires excavating and backfilling.
  - 3. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated, or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-passing and cutting, cap, valve, or plug and seal tight remaining portion of conduit and pipe to prevent entrance of moisture, vermin, or other foreign matter.



- C. Patching - Patch with seams which are durable and as invisible as possible. Comply with specified tolerance, if any, for the work.
1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
  2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
  3. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor, wall, and ceiling surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings or materials, and ceiling finish materials and replace with new materials.
    - a. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.
  4. Patch, repair, or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.
  5. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through non-fire-rated floors and walls, and through finished surfaces.
- D. Fire Rated Construction - Where cutting and patching is necessary in existing fire rated construction, use sealant and other fire resistive materials, products, and devices as required and acceptable by the authorities having jurisdiction to repair, patch, and otherwise restore original fire rating and integrity of construction.

### 3.4 CLEANING

- A. Thoroughly clean area and spaces where work is performed or used as access to work. Remove completely: paint, mortar, cement, oils, putty, sealant, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishes are applied. Restore damaged pipe covering to its original undamaged condition.

END OF SECTION

## SECTION 017700 – CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 PRE-CLOSEOUT MEETING

- A. Pre-Closeout Meeting: Schedule and convene Pre-Closeout Meeting with Owner and Architect in accordance with Section 013119, Project Meetings.

#### 1.2 SUBSTANTIAL COMPLETION

- A. The items listed in Supplementary Conditions, Paragraph 9.8 and the following items shall be completed before Substantial Completion will be granted:
  - 1. Contractor's Completion List (Punch List): Submit a thorough list of items to be completed or corrected, along with a written request for Substantial Completion and for review of the Work or portion of the Work. The Architect/Engineer's Project Representative, at their discretion, may attend and assist in the preparation of the Contractor's Punch List.
  - 2. Architect's Supplemental Punch List: The Architect/Engineer, along with the Owner at the Owner's discretion, will inspect the Work utilizing the Contractor's prepared Punch List, noting completed items and incomplete items, and will prepare a supplemental list of items that have been omitted or incomplete items that were not previously noted.
  - 3. Operations and Maintenance Manuals: Submit as described in paragraph 1.3.
  - 4. Final Cleaning: Provide final cleaning and adequate protection of installed construction as described in paragraph 1.6 and 1.7.
  - 5. Starting of systems: Start up equipment and systems as described in paragraph 1.8.
  - 6. Testing and balancing: Testing and balancing of systems must be performed, and the report submitted and accepted by Architect/Engineer and Owner, as described in the Contract Documents. Make adjustments to equipment as required to achieve acceptance.
  - 7. Demonstrations: If required by individual specification sections or by Owner, provide demonstrations and instructions for use of equipment as described in paragraph 1.9.
  - 8. Contractor shall be responsible for key turnover meeting: Attendees shall include the Program Manager, Owner, Architect, Contractor or Design Builder and Hardware Supplier.
- B. Date of Substantial Completion: Complete or correct items identified on Punch List and confirm that all items have been corrected prior to Architects re-inspection. Architect/Engineer, along with the Owner, will re-inspect the corrected work to establish the Date of Substantial Completion. Incomplete items remaining will be appended to the Certificate of Substantial Completion (AIA G704). The Date of Substantial Completion represents day one (1) of the closeout period, and represents the date of commencement of the Contractors correctional period and all warranty periods as described and required by the Contract Documents, except as amended in the Certificate of Substantial Completion and elsewhere in the Contract Documents.
- C. Certificate of Substantial Completion: When the Work or designated portion thereof is substantially complete; Architect will prepare the Certificate of Substantial Completion to be executed by the Owner, Contractor and Architect. Items on the appended Punch List shall be completed or corrected within the time limits established in the Certificate.

#### 1.4 PROJECT CLOSEOUT

- A. Final Payment will not be recommended to the Owner for payment by the Architect until the Architect finds the Work acceptable under the Contract Documents, subject to the completion and acceptance of the following requirements and other applicable Contract requirements:
  - 1. Close-out Documents: Provide bound closeout documents as described in paragraph 1.5.
  - 2. Record Documents: Submit as described in paragraph 1.10.
  - 3. Extra materials: Provide extra stock, materials, and products as described in paragraph 1.11 when required by individual specification sections.
  - 4. Temporary Facilities: Discontinue and remove temporary facilities from the site, along with mockups, construction aids, and similar elements.
  - 5. Warranties, Certificates and Bonds: Execute and assemble transferable warranty documents, certificates, and bonds from subcontractors, suppliers, and manufacturers as described in paragraph 1.12.
  - 7. Final Inspection and Acceptance by Architect is achieved as described in paragraph 1.13.

#### 1.5 CLOSEOUT DOCUMENTS

- A. Coordinate the following items with the requirements of Document CB, Supplementary Conditions of the Contract.
- B. Prepare 3-ring D-slant binder cover and spline with printed title "CLOSEOUT DOCUMENTS", title of project, and subject matter of binder when multiple binders are required. Submit one (1) original and two (2) copies.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. The close-out documents shall be neatly organized and easily useable as determined by the Architect and Owner. Separate Close-out Documents binders from Operations and Maintenance Manuals. Documents identified as "affidavit" shall be notarized.
- E. Contents: Prepare Table of Contents for each volume, with each item description identified, typed on white paper, in five (5) parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers. All General Contractor's vendors/suppliers and subcontractors that provided materials or performed any work related to this project must be listed on this form.
  - 2. Part 2: Closeout Documents and Affidavits, include the following:
    - a. AIA G707 - Consent of Surety to Final Payment;
    - b. AIA G706 - Contractor's Affidavit of Payment of Debts and Claims;
    - c. AIA G706A - Contractor's Affidavit of Release of Liens;
    - d. Subcontractor's Release of Lien: Include similar notarized form of Affidavit of Subcontractor's Release of Lien.
  - 3. Part 3: Project documents and certificates, including the following:

- a. Copy of Certificate of Substantial Completion (AIA G704);
    - b. Copy of All Permits;
    - c. Copy of Final Utility Bill or letter of transfer;
    - d. Copy of Certificate of Occupancy;
    - e. Hazardous Material Certificate: Submit affidavits from Contractor, Subcontractors and General Contractor's vendors or suppliers stating that no hazardous materials/products have been used or installed in this project.
  - 4. Part 4: Warranties, compile sequentially based on specification sections:
    - a. General Contractor's Warranty: Submit on company letterhead as described below. This Warranty shall state all sections of Work performed by General Contractor's own forces, and warranty period for each section of Work;
    - b. Subcontractor's Warranty: Submit on company letterhead as described below. These Warranties shall state all sections of Work performed by Subcontractor's own forces, and warranty period for each section of Work ;
  - 5. Part 5: Receipts:
    - a. Extra Stock: Provide original receipts for delivery of "Extra Stock" items as described below, (if applicable). Receipts must be signed by an authorized Owner's representative;
    - b. Keys: Provide original receipts for delivery of "Keys", (if applicable). Receipts must be signed by an authorized Owner's representative.
  - F. In addition to the three (3) required close-out binders listed above, provide Architect with one (1) separate binder for their records containing the following:
    - 1. Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers;
    - 2. All MSDS sheets for the project;
    - 3. All warranties from Contractor, subcontractors, direct suppliers, and manufacturers.
  - G. Failure to complete and close-out project after substantial completion may result in liquidated damages being assessed to the Contractor. Refer to Instructions to Bidders, and Supplementary Conditions for additional requirements and liquidated damages.
- 1.6 FINAL CLEANING
- A. Execute final cleaning prior to final project inspection and acceptance.
  - B. Clean debris from roofs, gutters, downspouts, and drainage systems.
  - C. Clean site; sweep paved areas, rake clean landscaped surfaces.
  - D. Remove waste and surplus materials, rubbish, and temporary construction facilities from site.
- 1.7 PROTECTING INSTALLED CONSTRUCTION
- A. Protect installed Work and provide special protection where specified in individual specification sections until Work is accepted by Architect and Owner.

- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

#### 1.10 PROJECT RECORD DOCUMENTS

- A. Record Documents, as described in Section 017839, shall be submitted at Project Closeout. Final Payment will not be authorized by the Architect until final review and acceptance by Architect and Engineers is achieved in accordance with the Owners requirements.
- B. At the Contractors request, Architect may provide electronic versions of the construction drawing and specification files for Contractors use, subject to the terms and conditions of Architects standard electronic document transfer agreement.

#### 1.11 EXTRA STOCK, MATERIALS AND MAINTENANCE PRODUCTS

- A. Furnish extra stock, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain signed receipt from Owner's authorized representative prior to final application for payment. Delivery of materials to, or obtaining receipt from anyone other than Owner's authorized representative may constitute breach of this requirement and may require delivery of additional materials at no cost to the Owner if original materials are misplaced.
- C. Include signed receipts for delivery of extra stock and materials, including keys, with Closeout Documents.

#### 1.12 WARRANTIES, CERTIFICATES AND BONDS

- A. Definitions:
  - 1. Standard Product Warranties: preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
  - 2. Special Warranties: written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide coverage of specific defects, or both.

- B. In accordance with the general warranty obligations under Paragraph 3.5 of the General Conditions as amended by the Supplementary Conditions, the General Contractor's warranty shall be for a period of one (1) year following the date of Substantial Completion, hereinafter called the one-year warranty period. The Contractor's one-year general warranty shall include all labor, material and delivery costs required to correct defective material and installation. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.
- C. The Contractor's one-year warranty shall run concurrently with the one (1) year period for correction of Work required under Paragraph 12.2 of the General Conditions.
- D. In addition to the Contractor's one-year warranty, Special Warranties as described in individual specifications sections, shall extend the warranty period for the period specified without limitation in respect to other obligations which the Contractor has under the Contract Documents.
- E. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve the suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- F. Warranty Requirements:
  - 1. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
  - 2. When Work covered by a warranty has failed and been corrected by replacement or reconstruction, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
  - 3. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
  - 4. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 5. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or designated portion of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Compile copies of each required warranty properly executed by the Contractor and the subcontractor, supplier, or manufacturer. Verify documents are in proper form, contain full information, and are notarized. Co-execute warranties, certificates and bonds when required and include signed warranties with Closeout Documents submitted to the Architect.

#### 1.13 FINAL COMPLETION AND FINAL PAYMENT

- A. Final Notice and Inspection:

1. When all items on the Punch List have been corrected, final cleaning has been completed, and installed work has been protected, submit written notice to the Architect that the Work is ready for final inspection and acceptance.
  2. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Architect and Engineer will schedule and make final inspection.
- C. Final Application for Payment: When all of the above items are successfully complete, submit to the Architect a final Application for Payment and request for release of retainage.
- D. Release of Retainage: Release of retainage will be per the guidelines outlined in Subparagraph 9.8 of the Supplementary Conditions.

#### 1.14 TERMINAL (WARRANTY) INSPECTION

- A. Immediately prior to expiration of the one (1) year period for correction of the Work, the Contractor shall make an inspection of the work in the company of the Architect and the Owner. The Architect and the Owner shall be given not less than ten (10) days notice prior to the anticipated date of terminal inspection.
- B. Where any portion of the work has proven to be defective and requires replacement, repair or adjustment, the Contractor shall immediately provide materials and labor necessary to remedy such defective work and shall execute such work without delay until completed to the satisfaction of the Architect and the Owner, even if the date of completion of the corrective work may extend beyond the expiration date of the correction period.
- C. The Contractor shall not be responsible for correction of work which has been damaged because of neglect or abuse by the Owner nor the replacement of parts necessitated by normal wear in use.

### PART 2 - PRODUCTS

Not Used

### PART 3 - EXECUTION

Not Used

END OF SECTION

## SECTION 017839 – PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Architects/Engineers written responses to Minor Change directives, Change Proposal Requests, and other supplemental instructions.
  - 5. Change Orders and other modifications to the Contract.
  - 6. Reviewed Shop Drawings, Product Data, and Samples.
  - 7. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner. Architect will review documents for general conformance but will not be responsible for completeness or accuracy of the recorded information.
- C. Do not use record documents for construction purposes. Store record documents separate from documents used for construction. Protect record documents from deterioration and loss in a secure, weather-tight location in accordance with Section 015000, Temporary Facilities.
- D. Record information concurrent with construction progress, not less than weekly. Provide access to record documents for Architect's reference during normal working hours.
- E. Give particular attention to information on concealed products and installations that would be difficult to identify or measure and record later.
- F. Mark record sets in red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
  - 1. Mark important additional information which was either shown schematically or omitted from original Documents.
  - 2. Note construction change directive numbers, alternate numbers, Change Order numbers and similar identification.
  - 3. Where feasible, the individual or entity who obtained record data, whether the individuals or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on record documents.
    - a. Accurately record information in an understandable drawing technique.
    - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
  - 4. Sign or initial and date each mark-up.
- G. Upon completion of the Work, submit Project Record Documents to Architect for the Owner's records in accordance with Section 017700, Closeout Procedures.



## 1.2 RECORD SPECIFICATIONS

- A. Record Specifications: Maintain one complete copy of the Project Manual including addenda and modifications issued. Legibly mark and record at each product section a description of actual products installed and variations in actual Work performed in comparison with products specified. Include the following:
1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by addenda and modifications.
  4. Related record drawing information and Product Data.
  5. Other information necessary to provide a record of selections made and to document coordination with record Product Data submittals and maintenance manuals.

## 1.3 RECORD DRAWINGS

- A. Record Drawings: Maintain one complete black line copy of the Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown.
1. Legibly mark each item to record actual construction including, but not limited to the following:
    - a. Measured depths of foundations in relation to project finish floor datum.
    - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
    - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
    - d. Field changes of dimension and detail.
    - e. Details not on original Contract drawings.
    - f. Revisions to details shown on the drawings.
    - g. Dimensional changes to the drawings.
    - h. Actual equipment locations.
    - i. Duct size and routing.
    - j. Changes made by Change Order; include change order number.
- B. Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked to reflect changes in the Work, record a cross-reference at the corresponding location on the Contract Drawings.
- C. Label the marked-up record set of drawings and project manual as the "AS-BUILT" set, and transmit to the Architect at closeout.

## 1.4 RECORD PRODUCT DATA

- A. Maintain one copy of each Product data submittal for record document purposes. Mark Product Data to indicate the actual product installation. Include significant changes in the product delivered to the site, and changes in manufacture's instructions and recommendations for installation.

1.5 RECORD SAMPLE SUBMITTAL

- A. Immediately prior to date of Substantial Completion, meet with the Architect, and Owner, at the Owner's discretion, at the site to determine which of the Samples maintained during the construction period shall be transmitted to Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to Owner's Sample storage space. Dispose of other Samples in manner specified for disposal of surplus and waster materials.

1.6 MISCELLANEOUS RECORD DOCUMENTS

- A. Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Categories of requirements resulting in miscellaneous records, include, but are not limited to the following:
  - 1. Inspections and certifications by governing authorities.
  - 2. Inspection and testing by Owner's inspection agency.
  - 3. Fire resistance and flame spread test results.

1.7 CERTIFICATION

- A. By submittal of Project Record Documents, Contractor certifies, that to the best of his knowledge, informational and belief the documents are a true and complete representation of the actual construction of the Work of this Project.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION