

PROJECT MANUAL



**REHAB OF QUADPLEX
864 LUMBARD STREET
KALAMAZOO, MI 49048**

OWNER

Charter Township of Comstock
5858 King Highway
Kalamazoo, MI 49048

PROJECT NUMBER

23-134

June 3, 2024

ARCHITECT

Schley Nelson Architects, Inc.



4200 S. 9th Street, PO Box 239
Oshtemo, MI 49077

269-375-8360

TABLE OF CONTENTS

FRONT END DOCUMENTS FOR
CHARTER TOWNSHIP OF COMSTOCK
PROJECT FOR
REHAB OF QUADPLEX
864 LUMBARD STREET
KALAMAZOO, MICHIGAN

NOTICE INVITING BIDS
INSTRUCTIONS TO BIDDERS
SUPPLEMENTARY INSTRUCTIONS
PROPOSAL FORM
GENERAL CONDITIONS OF THE CONTRACT
SUPPLEMENTARY CONDITIONS

DIVISION 1 GENERAL REQUIREMENTS

011000 – Summary of Work
012300 – Alternates
012600 – Contract Modification Procedures
012900 – Payment Procedures
013100 – Project Management and Coordination
013200 – Construction Progress Documentation
013300 – Submittal Procedures
014000 – Quality Requirements
014200 – Reference
014210 – Cutting and Patching
016000 – Product Requirements
016005 - Warranties
017300 – Execution Requirements
017700 – Closeout Procedures

END OF TABLE OF CONTENTS

NOTICE INVITING BIDS

To: General Contractors

Notice of Proposed Construction Project

1. NOTICE IS HEREBY GIVEN that the Charter Township of Comstock, hereinafter referred to as the "Owner", will accept sealed bids from interested responsible General Contractors for the construction & renovation (including general trades, mechanical, plumbing, and electrical work) of a new Rehab of a Quadplex at 864 Lombard Street, Kalamazoo, Michigan, hereinafter referred to as the "Project", in strict conformity with the Bidding and Contract Documents, including the drawings and specifications. The project will generally include the gut rehab of an existing 4-unit quadplex to include exterior and interior renovation of an existing 2-floor building of approximately 3,364 s.f. (exclusive of covered patios) including plumbing, HVAC and electric. Sealed bids for the project, "Project for the Rehab of Quadplex", shall be prepared in strict conformity with the bidding and contract documents, including the drawings and specifications prepared by the Township Architects, including any and all drawings and specifications associated therewith. A complete project description of the work is found in the project documents dated June 3, 2024.

Time and Place of Bid Openings

2. Such sealed and any and all bids submitted as a result of this notice and/or any of the instructions contained in the Instructions to Bidders included with the aforementioned Bidding and Contract Documents, must be submitted to the following:

Charter Township of Comstock
5858 King Hwy
Kalamazoo, MI 49048

Submissions must be received not later than 2:00 p.m., local time, on July 2, 2024. Bids submitted by facsimile (fax) machine or email will not be accepted. Bids will be opened and publicly read aloud immediately after the bid's scheduled closing.

Availability of Contract Documents

3. Copies of the Bidding and Contract Documents, including the Drawings and Specifications, are available at the offices of Schley Nelson Architects, Inc., 4200 S. 9th Street, Oshtemo, Michigan 49077. Mailing address: PO Box 239 Oshtemo 49077, hereinafter referred to as the "Architect", for a cost of \$125 (One Hundred Twenty-five Dollars) per set. Only complete document sets will be available (no separate sheet or specification sections will be issued.) The bidding and contract documents can be shipped by UPS ground for shipping and handling charge,

check only **non-refundable**, to, Schley Nelson Architects, Inc. Contractors are to call 269-375-8360 to request Bidding and Contract Documents. Bidding and Contract Documents, including Drawings and Specifications may also be examined during normal business hours at the office of the Architect and at:

Charter Township of Comstock
(by appointment only)
5858 King Hwy
Kalamazoo, MI 49048

Builders Exchange
3431 East Kilgore
Kalamazoo, Michigan 49001

Bid Security Requirement

4. Each bid must be accompanied by a certified check, payable to the order of Owner in the amount of five percent (5%) of the total base bid or a bid bond (surety authorized to do business in Michigan) in the amount of five percent (5%) of the total base bid payable to Owner, to guarantee that the bidder will enter into a Contract for the Project on the terms and conditions stated in his Bid and in the Bidding and Contract Documents, including Drawings and Specifications, should the Contract be awarded to him, and further, will furnish the performance bond and labor and material bond required by the Contract Documents. Should the Contractor that is being considered for any reason choose to withdraw their bid, the bonding company shall pay the Owner an amount equal to the bond as compensation for efforts to negotiate an alternative bid, delays or for re-bidding the project. Bids may not be withdrawn for at least 60 days after the scheduled closing time for receipt of bids.

Performance and Payment Bonds Requirement

5. Performance and Labor/Material Bond: The bid as requested shall include the cost for a 100% Performance and a 100% Labor/Material Bond payable to the Owner. The Bond shall warrant the faithful and complete performance of all provisions of the Agreement, payment of all persons performing labor or furnishing materials under the Agreement and honoring of all project guarantees. Cost for the Bonds shall be included in the Contract amount (bid). The Bond shall be issued by a surety company acceptable with the Owner.

(Mandatory) Pre-Bid Conference

6. All interested General Contractors and their invited Subcontractors, are requested to attend a pre-bid conference at the site for this project, 864 Lombard St., Kalamazoo, MI 49048 on Tuesday June 18 at 3:00 p.m. Attendance is a

mandatory requirement. Contractors will be held accountable for completing the design work in the construction documents within the existing conditions and at the site. Contractor tendering a bid on this project does so with covenant and agreement that they have reviewed the existing conditions at the project site.

Employment Conditions

7. The successful bidder will be required to covenant and agree with the Owner that it and each of its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and shall be further required to cause a similar covenant to be placed in all contract with Subcontractors. A breach of this covenant will be considered a material breach of the Contract between the Owner and the Contractor.

Proposal Form

8. A separate Proposal Form is bound herein. Proposals shall be made on This Proposal Form. Submit one completed copy and retain one copy for your records. The Proposals shall be firmly sealed in an envelope marked "Project for Charter Township of Comstock Rehab of Quadplex, 864 Lombard St, Kalamazoo, MI 49048" and delivered to the place as designated above. Only Proposals which are made on the regular Proposal Form and which are complete, will be considered (incomplete blanks will be considered a non-responsive bid). Proposals which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

The Proposal Form must be completed in its' entirety (all blanks filled in). Proposals with open blanks will be considered unresponsive.

Proposals which are signed for a co-partnership shall be signed by all of the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached in the Proposal a power of attorney, evidencing authority to sign the Proposal.

Proposals which are signed for a corporation shall have the correct corporate name written in, and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By_____".

If Proposals are signed for any other legal entity, the authority of the person signing for such legal entity shall be attached to the Proposal.

Withdrawal of Bids

9. Bids may be withdrawn in person by a bidder or his authorized representative, provided his identify is made known, and he signs a receipt for the bid; but only if the withdrawal is made prior to the exact time set for receipt for bids.
10. The Owner reserves the right to postpone the bid opening for its own convenience.

Award of Contract

11. Notice of Award of Contract shall be given by the Owner by mailing, to the successful bidder at the address stated in his bid. Acceptance of Bid and Award of Contract: Owner reserves the right to reject any and all bids; to waive any informality and/or irregularities in bidding; to require a bidder to submit a Contractor's Qualification Statement; and award the Contract to the Contractor Owner deems most highly qualified irrespective of the bid price and/or to accept the bid that is in the opinion of the Owner in the Owner's best interest is reserved by the Owner, which right may be exercised at the sole discretion of the Owner. By submitting a proposal, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, and their representative employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid. Any Bidder whose Proposal shall be accepted will be required to appear before the Owner in person; or, if a firm or corporation, a duly authorized representative shall so appear providing proof of insurance coverage, and shall execute an original and two (2) counterparts of the Contract. Failure to execute an Agreement within five (5) working days of notice shall constitute abandonment of the project.

Time Limited to Commence and Complete Work

12. The Contractor shall commence work within five (5) calendar days from date designated by the Owner at the time the agreement is executed, and shall adequately staff the project to complete time schedule of construction work and all work in the time stated in the proposal and project schedule. Scheduling of work will be critical to award of work. The Contractor shall work continuously and shall not pull off or shutdown the project without the Owner's consent except as permitted in the Contract Documents. The contract completion date shall be that date stated in the Agreement and adjusted by project bulletins. The actual completion date shall be the date of substantial completion as defined by the General Conditions.

Advertised Notice to Contractors

13. The advertised Notice to Contractors follows this Notice. Its reference is for comprehensive inclusion of information. Any conflict with this Notice to Contractors and this Notice Inviting Bid will be taken to that version which provides the Owner the greatest benefit as determined by the Architect.

Bidding Schedule

- | | | |
|-----|---------------------------|-----------------------|
| 14. | Issue for Bid | June 4, 2024 |
| | Mandatory Site Meeting | June 18, 2024 3:00 PM |
| | Cut off for Bidding RFI's | June 24, 2024 5:00 PM |
| | RFI Response / Addendum | June 27, 2024 5:00 PM |
| | Bid Due | July 2, 2024 2:00 PM |

END NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

STANDARD FORM

The Instructions to Bidders, 2018 edition, AIA Document A - 701, issued by the American Institute of Architects, is an integral part of the Bidding Documents but is not bound in the Project Manual.

Refer to this document for pertinent information. Failure to consult this document shall not relieve the Contractor of his obligations therein.

Copies of this document may be viewed at, or obtained from the office of the Architect.

END OF INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS

The following supplements modify, change, delete from or add to AIA Document A701-1997, Instructions to Bidders. Where any Article of the Instructions to Bidders is modified, or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 6 - POST BID INFORMATION

6.2 Owner's Financial Capability

Omit Article 6.2

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

Add the following Subparagraph 7.1.4:

7.1.4 Performance and Payment Bonds requirements are as described in the Notice Inviting Bids.

ARTICLE 9 - PRE-BID MEETING

9.1 All interested General Contractors and their invited Subcontractors, are requested to attend a pre-bid conference and meeting to be held at the project site, 864 Lombard Street., Kalamazoo, MI 49048 on Tuesday June 18, 2024 at 3:00 PM. Attendance is a mandatory requirement. A site visit is suggested as beneficial to all bidders.

END OF SUPPLEMENTARY INSTRUCTIONS

PROPOSAL FORM

Bidder: _____

To: Charter Township of Comstock
5858 King Hwy
Kalamazoo, MI 49048
Attn: Scott Hess, Superintendent

The undersigned, having carefully examined the proposed Contract Documents titled

Rehab of Quadplex:
The Charter Township of Comstock
Kalamazoo, Michigan 49048
Project No. 23-134

and satisfying themselves as to the quantity and quality of materials and workmanship required, and having visited the site and examined and familiarizing himself with the conditions affecting the Work, hereby proposes to furnish all labor, materials, equipment and appliances to complete all Work required by said proposed Contract Documents for the Stipulated sum of

_____ Dollars

(\$ _____)

hereby identified as the Base Bid.

By submitting a Proposal, the Contractor agrees that from his own investigation he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work of its performance and that as a result of such examination and investigation he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself with the Contract Documents and all conditions, which might affect the work, will not be allowed.

Voluntary Alternate No. 1

Add/Deduct _____ Dollars

(\$ _____)

Voluntary Alternate No. 2

Add/Deduct _____ Dollars

(\$ _____)

Voluntary Alternate No. 3

Add/Deduct _____ Dollars

(\$ _____)

The undersigned acknowledges receipt of the following addenda:

_____.

The undersigned agrees to complete the Work by _____ (Base Bid).

The undersigned percentage fee (complete with the profit and overhead) for Contract modifications shall be:

To add work _____%

To delete work _____%

The undersigned agrees not to withdraw this proposal for a minimum period of 60 days from the date of the bid opening.

The undersigned proposes to use the following Subcontractors and/or suppliers on the project. No substitutions will be permitted. Please fill in all blanks. Bids with open blanks will be considered unresponsive. If work is by General Contractor's own crews, please so note and indicate the cost of the work.

<u>Work</u>	<u>Subcontractor</u>	<u>Amount</u>
1. General Conditions	_____	_____
2. Concrete & Masonry	_____	_____
3. General Carpentry	_____	_____
4. Doors/Frames/Hardware	_____	_____
5. Flooring	_____	_____
6. Drywall/Acoustical	_____	_____
7. Wall Finishes/Painting	_____	_____
8. Plumbing	_____	_____
9. HVAC	_____	_____
10. Electrical	_____	_____
11. Permits	<u>ALLOWANCE</u>	<u>\$3,500.00</u>
12. *Miscellaneous costs not listed in the above:	_____	_____
	TOTAL BASE BID:	\$ _____

*It is understood that the total of all subcontractor costs and allowances may not equal the bidders TOTAL Base Bid number, the items that do not fit in the categories listed should be totaled in the Miscellaneous line item to generate the TOTAL BASE BID.

It is understood and agreed that the Owner reserves the right to award the Contact to his best interests, to reject any or all bids, to waive any informalities in the bidding, and to hold all bids for the period above noted.

Bidder: _____

(Seal) By: _____

Address: _____

Telephone Number: _____

Type of Business:

(Corporation, Partnership, Individual, etc.)

Members of Partnership (if any)

President of Corporation _____

Secretary of Corporation _____

State where Corporation is licensed _____

Date _____

END OF PROPOSAL FORM

GENERAL CONDITIONS

The 2017 Edition of the General Conditions of the Contract for Construction, AIA Document A-201, issued by the American Institute of Architects, is an integral part of the Contract Documents but is not bound herein.

Refer to this document for pertinent information. Failure to consult this document shall not relieve the Contractor of his obligations therein.

Copies of this document may be viewed at or obtained from the Architect.

END OF GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions. Where any Article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1 - CONTRACT DOCUMENTS

- 1.1.1 Add, "The Owner Contractor Agreement shall be AIA Document A101.
- 1.1.2 Add, "The work shall be performed under one prime Contractor. Subcontractors shall be approved by Owner and Architect."
- 1.2.4 Add, "Should there be conflict(s) between or within drawings and/or specification, that which requires the highest degree of performance (quality, quantity, strength, finish, completion, complexity, sophistication, etc.) will be required and shall be provided at no increase in contract amount. All such conflicts shall be brought to the attention of the Architect for his interpretation of the intent of the drawings and/or specifications."
- 1.2.5 Add, "The Contractor will be furnished, free of charge, up to 15 sets of drawings and specifications for the purpose of executing this work."

ARTICLE 3 - CONTRACTOR

3.4 LABOR AND MATERIALS

Add the following Subparagraphs 3.4.4 and 3.4.5 to 3.4:

- 3.4.4 Not later than three (3) days from the Contract Date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the principle products called for in the Specifications, and where applicable, the name of the Installing Subcontractor.
- 3.4.5 The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of

the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

Add the following Clauses 3.4.5.1 and 3.4.5.2:

- 3.4.5.1 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Division 1).
- 3.4.5.2 By making requests for substitutions based on Clause 3.4.5.1 above, the Contractor:
- A. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - B. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - C. Certified that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate Contracts, and excludes the Architects redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - D. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.14 CUTTING AND PATCHING

- 3.14.3 The Contractor shall coordinate with the Owner all arrangements necessary to conduct construction operations, with a minimum of interference to the Owner, to the Owner's satisfaction. Clean-up of areas not within the construction limits shall be daily and complete, and any damage to these areas caused by construction operations shall be repaired to original condition immediately.
- 3.14.4 The Contractor shall not disrupt any of the adjacent existing utility services without prior approval. The Contractor shall obtain permission to do so from the Owner. Requests for permission to disrupt any utility shall be submitted well in advance of the need in order to not delay the work. The refusal by the Owner, of such a request which is submitted on short notice, will not be accepted as a basis for time extension.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Add the following Clause 4.1.1.1 to subparagraph 4.1.1:

- 4.1.1.1 The term Architect or Architect/Engineer if used in the Contract Documents shall mean Architect as defined herein. Architect as defined here shall be any authorized representative of Schley Nelson Architects, Inc., a Michigan Corporation.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

- 9.2.2 Schedule of Values shall be submitted on AIA Document G703. All other submissions will be returned to the Contractor for re-submittal. Schedule of Values shall be submitted within 7 days of Contract Award. Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment.

9.3 APPLICATION FOR PAYMENT

Add the following Clauses 9.3.1.3 and 9.3.1.4 to 9.3.1:

- 9.3.1.3 Until the Work is 50 percent complete, the Owner will monthly pay 90 percent of the amount due the Contractor on account of progress payments. At the time the work is 50 percent complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Architect and in the absence of other good and sufficient reasons, the Architect will (on presentation by the Contractor of Consent of Surety for each application if required) authorize any remaining partial payments to be paid at 95 percent of the amount due the Contractor.
- 9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect (or if the Surety, if required, withholds its consent) or for other good and sufficient reasons.
- 9.3.4 Application for Payment shall be submitted on AIA Documents G702 and G703. All other submissions will be returned to the Contractor for re-submittal. Contractor's self generated forms of similar appearance and language will not be acceptable. All applications for Payment shall be notarized and accompanied by a Waiver of Lien. Partial Waiver of Liens shall be submitted with each Progress Payment Request, following the first

request, for all funds disbursed in the amount of \$1,000.00 or more and Full Unconditional Waiver of Liens shall be provided for all Sub-contractors and suppliers prior to submitting the final payment request. The Contractor shall submit with each Payment Request, a Sworn Statement presenting the financial status of the project. All items herein shall comply with the Michigan Construction Lien Act. Payment shall be made by the Owner not later than thirty (30) days after the Owner receives the approved Application for Payment from the Architect, unless other specified terms override this item.

9.3.4.1 Initial Application for Payment must include list of Subcontractors, list of suppliers and fabricators, list of Contractor's staff assignments, copies of building permits, copies of licenses from governing authorities, Certificates of Insurance policies, Performance and Payments bonds.

9.8 SUBSTANTIAL COMPLETION

Add the following Clause 9.8.3.1 to subparagraph 9.8.3:

9.8.3.1 Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions. Items that precede or coincide with this application include:

- Occupancy permits.
- Warranties and maintenance agreements.
- Test/adjust/balance records.
- Maintenance instructions.
- Change-over information related to Owner's occupancy.
- Final cleaning.
- Consent of Surety.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following clause 9.10.2.1 to subparagraph 9.10.2:

9.10.2.1. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:

- Completion of Project closeout requirements.
- Completion of items specified for completion after Substantial Completion.
- Transmittal of required Project construction records to Owner.

Proof that taxes, fees and similar obligations have been paid.
Change of door locks to Owner's access.
The final contractor's sworn statements, and lien waivers from
the Contractor and all Subcontractors.

ARTICLE 11 - INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add the following clause 11.1.1.2 to 11.1.1:

11.1.1.2 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X-C/U as applicable).
2. Independent Contractor Protective.
3. Products and Completed Operations.
4. Personal Injury with Employment Exclusion deleted.
5. Contractual - including specified provision for Contractor's obligation under paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.
8. Umbrella Excess Liability.

Add the following clause 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

The Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance required by Subparagraphs 11.1.1 shall be in an amount not less than one million dollars (\$1,000,000.00) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than one million dollars (\$1,000,000.00) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than one million dollars (\$1,000,000.00). The Contractor shall either: (1) require of each of his Sub-contractors, Sub-contractor's Comprehensive General Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in Subparagraph, or (2) insure the activity of his Sub-contractors in his own policy. In addition to the above, the Contractor shall maintain a minimum of five million dollars (\$5,000,000.00) umbrella and catastrophe liability policy.

Add the following clause 11.1.3.1 to 11.1.3:

11.1.3.1 The Contractor shall furnish one copy of each of Certificates of Insurance required herein for each copy of the Agreement which shall specifically set forth evidence of all coverage required by subparagraphs 11.1.1 and 11.1.2. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Contractor shall additionally name as insured on the Certificate the Owner "Charter Township Comstock, Michigan 49048", and "Schley Nelson Architects, Inc., Kalamazoo, Michigan 49019-0640".

11.3 PROPERTY INSURANCE

Change Clause 11.3.1.4 to read as follows:

11.2.1.4 The Contractor shall effect and maintain similar property insurance on portions of the Work stored off site or in transit when such portions of the Work are included in an Application for Payment under Subparagraph 9.3.2.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following Clause 12.2.2.1.1 to 12.2.2.1:

12.2.2.1.1 Cost of restoration or removal and replacement of warranty work is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.

Add the following Article 15:

ARTICLE 16 - EQUAL OPPORTUNITY

16.1 The Contractor shall maintain policies of employment as follows:

16.1.1 The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, national origin, weight, height, marital status or age. The Contractor shall maintain an Affirmative Action Program of Employment. A breach of this covenant will be regarded as a material breach of the contract between the Owner and the Contractor, including all Subcontractors.

16.1.2 The Contractor and all Subcontractors shall in all solicitations or advertisements for employees placed by them or on their behalf, state

that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, weight, height, marital status or age.

ARTICLE 17 - MISCELLANEOUS TERMS

17.1 Performance and Payment (Labor & Material) Bonds in the amount of 100% of the contact, payable to Charter Township of Comstock WILL BE REQUIRED before any work on the contact may proceed.

17.2 Default – The Owner, Almena Township may additionally, by written notice to the Contractor, at any time terminate this contact, and the Contractor’s right to proceed with the work for just cause, which shall include, but is not limited to, the following:

- a. Failure to provide insurance (when called for) in the exact amounts and within the time specified, or any extension thereof.
- b. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- c. Unauthorized substitution of articles other than those bid and specified.
- d. Failure to make progress as to endanger performance of the contact in accordance with its terms.
- e. Failure to perform any other provision of the contract.
- f. Standard of Performance – Contractor guarantees the performance of the commodities, goods or services rendered herein, in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards then such higher standards shall be provided.

Upon notice by the Owner of Contractor’s failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the Owner. Should the Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the Owner.

In the event of any breach of this contract by the Contractor, Contractor shall pay any cost to the Owner caused by said breach including, but not limited to, the replacement cost of such goods or services from another Contractor.

The Owner reserves the right to withhold any or all payments until any defects in performance has been satisfactorily corrected.

In the event the Contractor is in violation of this contract in any manner and such violation has not been satisfactorily corrected, this may result in the Contractor may be barred from being awarded any future Owner contacts.

- g. All remedies available to the Owner herein are cumulative and the election of one remedy by the Owner shall not be a waiver of any other remedy available to the Owner.

END OF SUPPLEMENTARY CONDITIONS

SECTION 011000 – SUMMARY OF WORK

1.1 GENERAL

- A. Project Identification: Project consists of the complete rehabilitation of an existing 4-unit residential building, removing all finish materials, mechanical, electrical and plumbing fixtures inside and out and replacing with new, as described on the construction drawings for
- B. Project Location: 864 Lombard Street, Kalamazoo, MI 49048
 - 1. Owner: Charter Township of Comstock
- C. Architect Identification: The Contract Documents, dated June 3, 2024, were prepared for the Project by Schley Nelson Architects, Inc.
- D. The project is the complete rehabilitation of an existing 4-unit quadplex residential property to the same residential use. The rehabilitated building consists of approximately 3,364 g.s.f. on two levels (1,682+/- g.s.f. each) with (2) two-bedroom, one bathroom apartment units on each level. Work for the project includes repair/replacing finishes back to original standard; new HVAC equipment, modifications to the electrical system to include receptacles, switches and fixtures and panels as needed. New plumbing and fixtures in each bathroom and kitchen, the existing well and septic system shall remain. General carpentry, cabinets, doors with hardware and frames, windows, sealants, insulation, drywall systems. Division 10 accessories, plumbing, and new kitchen appliances. The work will involve a broad array of Architectural, Plumbing, HVAC, and Electrical trades at a minimum. All codes and regulations of the State of Michigan and the Charter Township of Comstock must be adhered to in this project.
- E. Project will be constructed under a single prime general construction contract.
- F. General: The Contractor shall limit his use of the premises to the work indicted, and shall be respectful of adjoining site functions and shall allow for required site adjacent Owner and public use.
- G. Use of the site: Confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed.
- H. Keep all existing driveways and entrances serving the premises clear and available at all times.
- I. Do not encumber the site with excessive materials or equipment ahead of the time needed for incorporation in the work. Confine stockpiling of materials and location of storage sheds to the areas as approved by Owner.

- J. Conditions of the work may include overlapping work with Owner directly contracted installers. Cooperate fully with other Contractor(s) parties to minimize conflicts and facilitate the construction work of all parties employed/contracted by the Owner.
 - K. At its completion the project must be fully opened with complete Punch List completion and complete regulatory agencies' inspection and occupancy approval before functional use by the Owner.
 - L. The Contractor shall arrange and pay for temporary toilets onsite suitable to accommodate the total work force and complying with local ordinances. Location of units shall be subject to Owner's approval. The Contractor shall maintain units in a clean and sanitary condition and remove from the job site upon completion of work leaving the premises clean and tidy.
- 1.2 CONTRACTOR USE OF THE BUILDING
- A. Maintain the building in a safe and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Repair any damage to the site, road or grassy areas and/or from dumpsters or construction work during construction period.
 - B. Smoking will not be permitted within the building enclosure. No open fires will be allowed on the project site.
 - C. Contractor to locate any dumpster on plywood if in the construction undisturbed grassy area and to restore the site at project completion.
- 1.3 OWNER SITE OCCUPANCY
- A. Contractor's schedule will include Owner coordination items and Contractor coordination items described in Section 013200 – Construction Progress Documentation.
 - B. Occupancy by the Owner shall not be construed as a waiver of any claims on behalf of General Contractor and Owner against each other.
 - C. The Owner also reserves the right to perform work with own staff in the Contract area and to enter into separate Contracts for equipment and systems related to the project.
 - D. Temporary utility installation: Existing water services may be used. Any required modification required is cost/work Contractor is to bear. All such connections shall be via vacuum breaker type take-offs. Electric service costs are to be via Contractor generated temporary and construction service. Contractor is to provide such costs in his bid. Architect will read buildings meter or verify reading at time of Substantial Completion at which point Owner will assume electric utility's cost.
 - E. Temporary Construction Office: Provide a neat and uniform appearance in temporary construction office and support facilities.

1. Locate field offices, if any, storage and fabrication sheds and other support facilities in an area agreed upon by Owner, Architect and Contractor.
- H. Barricades, Warning Signs and Lights: Comply with recognized standards, code and local requirements for erection of substantial, barricades where needed to prevent accidents. Paint with appropriate colors and warning signs to inform personnel at the site and the public of the hazard being protected against. Provide lighting where needed, including flashing warning lights (of appropriate color) where appropriate. Provide direction signage and warning signage to alert public and staff to construction conditions and requirements for safety and convenience.
- I. Fire Protection: Install and maintain temporary fire protection of types needed to protect against predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations and Demolition Operations”.
- J. Operation: Enforce strict discipline in use of temporary facilities, limit availability to intended use to minimize abuse. Maintain facilities in operating condition until removal. Protect from damage by freezing temperatures and the elements.
1. Maintain operation of enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour day basis to achieve indicated results and to avoid damage.
 2. Prevent piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
 3. Maintain closures so occupied areas of building are not disturbed in heating, cooling, humidity control, ventilation, power or lighting.
- K. Termination and Removal: Remove each facility when the need has ended, replaced by a permanent facility, or no later than Substantial Completion. Complete or restore construction delayed because of interference with the facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
1. Temporary facilities are property of the Contractor.
 2. At Substantial Completion, renovate permanent facilities used during construction period, including but not limited to:
 - Replace air filters and clean inside of ductwork and housings.
 - Replace worn parts and parts subject to unusual operating conditions.
 - Replace all lamps.

1.4 LABOR AND MATERIALS

- A. Unless otherwise specified, the Contractor shall supply and pay for all labor, materials, permits, fees, equipment, construction equipment, transportation, apparatus, fuel, energy, light, water, temporary heat, temporary utilities, scaffolding and tools, necessary for the entire proper execution and substantial completion of this work; and

shall construct in the best and most workmanlike manner the work covered by the plans and specifications and everything properly incidental thereto as shown on the plans, stated in the specifications or reasonably implied therefrom, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. All work by the Contractor shall comply with the local, state and federal codes for the protection of workers and the public.

- B. OSHA Requirements: The General Contractor shall comply with all of the safety regulations of the Occupational Safety and Health Act as in force during the construction period. The Contractor will ensure that all employees comply with the rules, regulations and orders of the MIOSHA.
- C. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

The Contract Documents are complimentary and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the Contract Price the cost of all labor, materials, fuel, tools, plants, equipment, light, transportation and all other expense as may be necessary for the proper execution of the work. In interpreting the Contract Documents, words describing materials or works which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects and the trades.

1.5 EROSION CONTROL AND SITE SECURITY

- A. Project is not intended to disturb the site therefore erosion control is not required.
- B. Building is a residential area. Contractor is to provide an informational submittal to Owner an Architect for a plan to isolate the construction zone from easy or innocent public access. The construction zone under this contract must be controlled to limit public access so as to maintain a safe site in which no public can be harmed. This Owner's requirement is in no way intended to remove Contractor's ultimate safety responsibilities for work but is a reiteration of obvious project needs.

1.6 LAYOUT OF THE WORK

- A. Immediately upon entering the site for the purpose of beginning the work, the Contractor shall establish reference points and dimensions and locate all utilities. The Contractor shall be solely responsible or verifying plan and field dimensions related to structural elements, or points of basic reference. Discrepancies shall be brought immediately to the attention of the Architect to be resolved before commencing work.

1.7 DELIVERIES

- 1.7.1 Contractors must receive and sign for all deliveries.

1.7.2

SPECIFICATION CONTENT

- A. The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words and phrases when used particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in product Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.8 OTHER OWNER CONDITIONS

- A. The Contractor shall maintain adequate protection of all his work from damage and he shall provide and maintain all barricades for other facilities necessary to protect the public and staff from danger or hazardous conditions resulting from the work in this Contract.
- B. The Contractor shall confine his equipment and operations to those areas of the site necessary for the completion of the work within Contract limits as shown in Contract Documents. The Contractor shall protect and preserve from damage any facilities which are not required to be disturbed by the requirements of the work.
- C. The Contractor shall be responsible to determine the location of and to protect from damage any utilities, communications systems, or other site improvements whether shown on the plans or not.
- D. The Contractor will be required to keep the Owner, and Architects fully informed of any proposed work which will tend to interfere with the normal use of the adjacent site and facilities. Any interruptions and interference with the use of the adjacent site and facilities shall be scheduled and coordinated with the Owner and shall be as minimal in duration as possible.
- E. Contractors shall include the necessary concurrent calendar days in construction Schedule for mechanical systems start-up testing and balancing.

END OF SECTION

SECTION 012300 – ALTERNATES

1.1 GENERAL

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- C. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

1.2 EXECUTION

- A. Schedule of Alternates: As follows:
 - 1. Voluntary Alternate No. 1
No alternates have been identified, however; the Owner is open to any potential cost saving measures that could be identified during the bidding process. If a bidder has a suggestion they can include the potential cost change from the base bid value in the lines indicated on the bid form for Voluntary Alternates.

END OF SECTION

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

1.1 GENERAL

- A. Coordination: Related Sections include the following:
 - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.
- B. Minor Changes in the Work: Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.
- C. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- D. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

- E. Proposal Request Form: Use AIA Document G709 for Proposal Requests.
- F. Proposal Request Form: All Change Order proposals submit in writing.
- G. Allowance Adjustment: Base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. Allow for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs only where indicated as part of the allowance.
 - 2. Prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- H. Submit claims for increased costs because of a change in the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 7 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 14 days after such authorization.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
- I. Change Order Procedures: On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor.
- J. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
 - 2. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - a. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract. If Owner requires use of special forms, include sample copies here.

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

1.1 GENERAL

- A. Coordination: Related Sections include the following:
1. Supplementary Conditions.
 2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 3. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Correlate line items with other required administrative forms and schedules, including Submittals Schedule and Application for Payment forms with Continuation Sheets.
1. Submit the Schedule of Values to Architect at earliest possible date within seven days of Contract Award.
 2. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
 3. Format and Content: Use the Project Manual table of contents as a guide to establish line items for Schedule of Values. Provide at least one line item for each Specification Section.
 4. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 5. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.

- 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 6. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment. Provide several line items for principal subcontract amounts. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 7. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 8. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 9. Allowances: Provide a separate line item for each allowance, if any. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 10. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other items that are not direct cost of work-in-place may be shown either as separate line items or distributed as general overhead expense.
 11. Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- C. Applications for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
 2. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
 3. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
 4. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - b. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

5. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 72 hours. One copy shall include waivers of lien and similar attachments if required. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
7. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - a. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 - b. When an application shows completion of an item, submit final or full waivers.
 - c. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - d. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
 - 1) Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - e. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
8. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - a. List of subcontractors.
 - b. Schedule of Values.
 - c. Contractor's Construction Schedule (preliminary if not final).
 - d. Submittals Schedule (preliminary if not final).
 - e. List of Contractor's staff assignments.
 - f. Copies of building permits.
 - g. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - h. Certificates of insurance and insurance policies.
9. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - a. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

- b. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
10. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
- a. Evidence of completion of Project closeout requirements.
 - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - c. Updated final statement, accounting for final changes to the Contract Sum.
 - d. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - e. Evidence that claims have been settled.

END OF SECTION

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

1.1 GENERAL

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - a. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.
- D. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
- E. Project Meetings, General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Contractor to record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 3 days of the meeting.
- F. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.

- s. Security procedures and requirements.
- G. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Possible conflicts.
 - h. Compatibility problems.
 - i. Time schedules.
 - j. Manufacturer's written recommendations.
 - k. Warranty requirements.
 - l. Compatibility of materials.
 - m. Acceptability of substrates.
 - n. Temporary facilities and controls.
 - o. Space and access limitations.
 - p. Regulations of authorities having jurisdiction.
 - q. Testing and inspecting requirements.
 - r. Required performance results.
 - s. Protection of construction and personnel, patients, public and staff.
 - 3. Record significant conference discussions, agreements, and disagreements.
 - 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- H. Progress Meetings: Conduct bi-weekly scheduled progress meetings. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 - 14) Documentation of information for payment requests.
3. Reporting and Recording: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's instructions and recommendations to extent printed information is more detailed or stringent than requirements contained directly in Contract Documents.
- B. Timing: Install work during time and under conditions which will ensure best possible results, coordinated with required inspection and testing. See Section 02000 – Selective Demolition for require utility cut-off notice.

1.3 STAFF NAMES AND SUPERINTENDENT

- A. Within Five (5) days of Notice to Proceed, submit a list of Contractor's staff assignments, including Superintendent and personnel at the site; identify individuals, their duties and responsibilities, addresses and telephone numbers.
 - 1. Post copies in the project meeting room, the field office, (if any) and at each temporary telephone. Issue copies to Owner and Architect.
- B. The project requirements include the Superintendent being present at all times when work under this Contract is ongoing. The Superintendent may not be removed from or replaced on the project without Architect's approval.

1.4 MOUNTING HEIGHTS AND VISUAL EFFECTS

- A. Where mounting heights are not indicated, install components at standard heights for the application indicated. Refer questionable decisions to the Architect. Comply with Federal ADA laws and State of Michigan Barrier Free Rules unless otherwise so directed by plans or Architect.
- B. Provide uniform joint widths in exposed work. Arrange joints to obtain the best effect. Refer questionable choices to the Architect for decision.

1.5 CLEANING AND PROTECTION

- A. During Handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure. Such exposures include: (see next page).
 - Excessive static or dynamic loading.
 - Excessive internal or external pressures.
 - Excessive weathering.
 - Excessively high or low temperatures or humidity.
 - Air contamination or pollution.
 - Water or ice.

Chemicals or solvents.
Heavy traffic, soiling, staining and corrosion.
Rodent and insect infestation.
Unusual wear or other misuse.
Contact between incompatible materials.
Theft or vandalism.

END OF SECTION

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

1.1 GENERAL

A. Submittals: Submit the following:

1. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category (action or informational).
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
2. Contractor's Construction Schedule: Submit six printed copies of initial schedule, large enough to show entire schedule for entire construction period.
3. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

B. Coordination: Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity with other activities and schedule them in proper sequence.

1.2 PRODUCTS

A. Submittals Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

- B. Contractor's Construction Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 5 days of date established for commencement of the Work.
1. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - a. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
 2. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
 3. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
 4. Activities: Comply with the following:
 - a. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - b. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - c. Contractor shall include as necessary the calendar days in Construction Schedule by phase for mechanical systems testing and balancing to be scheduled and completed by the Contractor prior to requesting inspection for Certificate of Substantial Completion. These days are to be included by the Contractor in his proposal.
 - d. Contractor shall include in his schedule an allowance for minor Punch List items to be corrected before final inspections.
 - e. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 5. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - a. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - b. Work Restrictions: Show the effect on the schedule of limitations of continued occupancies, uninterruptible services, use of premises restrictions, and provisions for future construction.
 - c. Work Stages: Indicate important stages of construction for each major portion of the Work.

6. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
 7. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.
- C. Daily Construction Reports: Prepare a daily construction report recording events at Project site, including list of subcontractors; high and low temperatures and general weather conditions; accidents; stoppages, delays, shortages, and losses; orders and requests of authorities having jurisdiction; and equipment or system tests and startups. Daily construction reports and copies of same are to be available to Owner or Architect on request and are to be maintained up-to-date at project site as condition of payment.
- D. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

1.3 EXECUTION

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, duration's, actual starts and finishes, and activity duration's.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
 4. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - a. Post copies in Project meeting rooms and temporary field offices.
 - b. When revisions are made, distribute updated schedules to the same parties and post in the same locations.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

1.1 GENERAL

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

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

- D. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal.
 - 1. Initial Review: Allow 10 days for initial review of each submittal (from Architect's receipt). Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Allow 10 days for processing each re-submittal.

- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information on label for processing and recording action taken:

- a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Unique identifier, including revision number.
 - f. Number and title of appropriate Specification Section.
 - g. Drawing number and detail references, as appropriate.
 - h. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
- 1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

1.2 PRODUCTS

- A. Action Submittals: Prepare and submit Action Submittals required by individual Specification Sections.
- 1. Provide submittals in PDF format unless not feasible. If hard copies are required due to the nature of the submittal provide the following numbers: Submit five (mechanical and electrical 6) copies of each submittal, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
 - 2. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - a. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

- b. Mark each copy of each submittal to show which products and options are applicable.
 - c. Include the following information, as applicable:
 - 1) Manufacturer's written recommendations.
 - 2) Manufacturer's product specifications.
 - 3) Manufacturer's installation instructions.
 - 4) Manufacturer's catalog cuts.
 - 5) Wiring diagrams showing factory-installed wiring.
 - 6) Printed performance curves.
 - 7) Operational range diagrams.
 - 8) Compliance with recognized trade association standards.
 - 9) Compliance with recognized testing agency standards.
3. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
- a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Shopwork manufacturing instructions.
 - f. Templates and patterns.
 - g. Schedules.
 - h. Notation of coordination requirements.
 - i. Notation of dimensions established by field measurement.
 - j. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - k. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
4. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
5. Samples: Prepare physical units of materials or products, including the following:
- a. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - b. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected.

- c. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side.
 - d. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - e. Number of Samples for Initial Selection: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - f. Number of Samples for Verification: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - g. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- 6. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.
 - 7. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
 - 8. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
 - 9. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures" and Supplementary and General Conditions.
 - 10. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures" and Supplementary and General Conditions.
 - 11. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
- B. Informational Submittals: Prepare and submit Informational Submittals required by other Specification Sections.
- 1. Number of Copies: Submit four copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
 - 4. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
 - 5. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project

names and addresses, names and addresses of architects and owners, and other information specified.

6. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
7. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
8. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
9. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
10. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
11. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
12. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
13. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
14. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
15. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
16. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
17. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
18. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections.

19. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

1.3 EXECUTION

- A. Contractor's Review: Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Architect's Action: Architect will not review submittals that do not bear Contractor's approval stamp (marked approved) and will return them without action.
 1. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - a. The Architect will stamp each submittal to be returned with a uniform, self-explanatory action stamp, appropriately marked and executed to indicate the status of the submittal.
 2. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
 3. Submittals not required by the Contract Documents will not be reviewed and may be discarded.
 4. Shop drawings marked with General Contractor's stamp noting "Reviewed" will not be reviewed by Architect, such will not meet project requirements and will be rejected. Do not bid this project if you cannot comply with this requirement as a General Contractor.

END OF SECTION



SUBMITTAL TRANSMITTAL

Project: _____ Date: _____
A/E Project Number: _____

TRANSMITTAL A To (Contractor): _____ Date: _____ Submittal No. _____
From (Subcontractor): _____ By: _____ Resubmission

Qty.	Reference / Number	Title / Description / Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

- Submitted for review and approval
- Resubmitted for review and approval
- Complies with contract requirements
- Will be available to meet construction schedule
- A/E review time included in construction schedule

- Substitution involved - Substitution request attached
- If substitution involved, submission includes point-by-point comparative data or preliminary details
- Items included in submission will be ordered immediately upon receipt of approval

Other remarks on above submission: _____ One copy retained by sender

TRANSMITTAL B To (A/E): _____ Attn: _____ Date Received by Contractor: _____
From (Contractor): _____ By: _____ Date Transmitted by Contractor: _____

- Approved
- Approved as noted

- Revise / Resubmit
- Rejected / Resubmit

Other remarks on above submission: _____ One copy retained by sender

TRANSMITTAL C To (Contractor): _____ Attn: _____ Date Received by A/E: _____
From (A/E): _____ Other By: _____ Date Transmitted by A/E: _____

- Approved
- Approved as noted
- Not subject to review
- No action required
- Revise / Resubmit
- Rejected / Resubmit
- Approved as noted / Resubmit

- Provide file copy with corrections identified
- Sepia copies only returned
- Point-by-point comparative data required to complete approval process
- Submission Incomplete / Resubmit

Other remarks on above submission: _____ One copy retained by sender

TRANSMITTAL D To (Subcontractor): _____ Attn: _____ Date Received by Contractor: _____
From (Contractor): _____ By: _____ Date Transmitted by Contractor: _____

Copies: Owner Consultants _____ _____ _____ One copy retained by sender



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project: _____

To (A/E): _____

From (Contractor): _____
Date: _____
A/E Project Number: _____
Contract For: _____

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title	Firm	Address	Phone Number (Fax Number)	Contact
----------------	---------------	------	---------	---------------------------	---------

Attachments

Signed by: _____ Date: _____

Copies: Owner Consultants _____ _____ _____ _____ _____ _____ File

SECTION 014000 - QUALITY REQUIREMENTS

1.1 GENERAL

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Quality-control services do not include contract enforcement activities performed by Architect.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- F. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project,

whose work has resulted in construction with a record of successful in-service performance.

- G. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- H. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- I. **Testing Agency Qualifications:** An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- J. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- K. **Contractor Responsibilities:** Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- L. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

- M. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- N. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 5. Do not perform any duties of Contractor.
- O. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field-curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- P. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

- A. Repair and Protection: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
 2. Protect construction exposed by or for quality-control service activities.
 3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 014200 - REFERENCES

1.1 GENERAL

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations" include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer" is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- J. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is described within the Drawings and does not include access or use of all of the land and facilities on which Project is to be sited.

- K. Industry Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- L. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- M. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Architect for a decision before proceeding.
- N. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.
- O. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

- 1.2 PRODUCTS (Not Used)
- 1.3 EXECUTION (Not Used)

END OF SECTION

SECTION 014210 - CUTTING AND PATCHING

1.1 GENERAL

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 5 days before the time cutting and patching will be performed, requesting approval to proceed. Include a description of cutting and patching and changes to existing construction, a list of products to be used and firms or entities that will perform the Work, dates when cutting and patching will be performed, and a list of utilities that cutting and patching procedures will disturb or affect.
 - 1. Tie-in to existing systems shall be scheduled with the Owner at least 72 hours in advance. System shut down and tie-ins shall be with Owner's approval and in manner prescribed by the Owner. Insufficient advance notice for such Contractor actions are not warranted by the right to complete work when appropriate notice has not been given allowing the Owner appropriate time for preparatory actions relative to the disturbance.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.2 PRODUCTS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

1.3 EXECUTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
- B. Temporary Support: Provide temporary support of Work to be cut.
- C. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.
- F. Performance: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- G. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- I. Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access.

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

1.1 GENERAL

A. Definitions: As follows:

1. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - a. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - b. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - c. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
2. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
4. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
5. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Requests by Contractor will be considered when reasonable, timely, fully documented and qualifying under one or more of the following circumstances:

- A. Substitutions requested during the bidding period, and accepted prior to award of Contract.
 - B. Required product cannot be supplied in time for compliance with Contract time requirements.
 - C. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor.
 - D. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation and other necessary services and similar considerations.
 - E. The request is directly related to an “or equal” clause or similar language in the Contract Documents.
2. Substitution Request Form: Use CSI Form 13.1A.
3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
- a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

1. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- D. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- E. Product Delivery, Storage, and Handling: Use means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 5. Store products to allow for inspection and measurement of quantity or counting of units.
 6. Store materials in a manner that will not endanger Project structure.
 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 9. Protect stored products from damage.

- F. Product Warranties: Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - a. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - b. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - c. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
 2. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."
- G. Nameplates: Where indicated or needed for operation and maintenance, provide permanent nameplates on equipment, located in inconspicuous but accessible places and containing suitable information and operational data. Otherwise, do not allow manufacturer's trademarks or similar labels or nameplates to be placed on products in locations where exposed to view after installation.

1.2 PRODUCTS

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

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Paragraph.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with

requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.

- a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
- a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
- C. Comparable Products: Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

END OF SECTION



SUBSTITUTION REQUEST (After the Bidding Phase)

Project: _____ Substitution Request Number: _____

 _____ From: _____
 To: _____ Date: _____
 _____ A/E Project Number: _____
 Re: _____ Contract For: _____

Specification Title: _____ Description: _____
 Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
 Manufacturer: _____ Address: _____ Phone: _____
 Trade Name: _____ Model No.: _____
 Installer: _____ Address: _____ Phone: _____
 History: New product 2-5 years old 5-10 yrs old More than 10 years old
 Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:
 Project: _____ Architect: _____
 Address: _____ Owner: _____
 _____ Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____

SECTION 016005 - WARRANTIES

1.1 GENERAL DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
- C. Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Division 2 through 16.

1.2 WARRANTIES

- A. Disclaimers and Limitations: 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 suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.
- B. Related Damages and Losses: 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.
- C. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Replacement Cost: On 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 or rebuilding defective work regardless of whether the Owner has benefited from use of the work through part of its useful service life.
- E. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

F. Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.

G. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.

1. When a designated portion of the work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the work.

2. When a special warranty is to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Final execution must be under notarized signatures for all required parties.

H. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new and that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

I. The Contractor shall, for a period of one year following the Date of Substantial Completion, and upon written notice from the Owner, return to correct defective or nonconforming work, as previously described, with the Contractor's own forces. The Contractor's obligations to correct defective or nonconforming work shall be further extended to include work under additional warranties required by the Contract Documents which exceed one year in duration. The Contractor may perform correction of defective or nonconforming under such additional warranties with forces other than the Contractor's. The Contractor's obligation to correct such defective or nonconforming work shall survive acceptance of the work under the Contract and termination of the Contract.

The Statutory Limitation period shall commence to run upon the date of the issuance of the Final certificate for Payment and any cause of action shall be deemed to have accrued no later than: (a) the date of any act or failure to act by the Contractor under any warranty; (b) the date of any correction of the Work or failure to correct the Work by the Contractor under the preceding paragraph; (c) the date of the actual commission of any

other act or failure to perform any duty or obligation by the Contractor or Owner; whichever occurs last.

J. When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

END OF SECTION



REQUEST FOR INTERPRETATION

Project: _____

R.F.I. Number: _____

From: _____

To: _____

Date: _____

A/E Project Number: _____

Re: _____

Contract For: _____

Specification Section:

Paragraph:

Drawing Reference:

Detail:

Request:

Signed by:

Date:

Response:

Attachments

Response From:

To:

Date Rec'd:

Date Ret'd:

Signed by:

Date:

Copies: Owner

Consultants

File

SECTION 017300 - EXECUTION REQUIREMENTS

1.1 EXECUTION

- A. Existing Conditions: The existence and location of existing conditions, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Existing Utilities: The existence and location of other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of utilities and other construction affecting the Work. Call Miss Dig to identify underground utilities prior to any excavation.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- D. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility lines, services, or other utility appurtenances located in or affected by construction.
- E. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- F. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."
- G. Reference Points: Locate existing control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

- H. Installation: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 5. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - a. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - b. Allow for building movement, including thermal expansion and contraction.
 6. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 7. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- I. Progress Cleaning: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 4. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 5. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
 6. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 7. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- J. Starting and Adjusting: Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

1. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- K. Protection of Installed Construction: Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- L. Correction of the Work: Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
 2. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

1.1 GENERAL

- A. Substantial Completion: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
 11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 12. Complete final cleaning requirements, including touchup painting.
 13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Substantial Completion Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.
- C. Final Completion: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 5. Submit consent of surety to final payment.
- D. Final Completion Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- E. List of Incomplete Items (Punch List): Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
- F. Project Record Documents: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- G. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.

2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- H. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- I. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
 2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
 3. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
- J. Warranties: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
1. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 2. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

1.2 PRODUCTS

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

1.3 EXECUTION

- A. Demonstration and Training: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Provide instructors experienced in operation and maintenance procedures.
2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
3. Schedule training with Owner, through Architect, with at least seven days' advance notice.
4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
5. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for system design and operational philosophy, review of documentation, operations, adjustments, troubleshooting, maintenance, and repair.

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

1. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
2. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove construction equipment and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains.
 - f. Clean exposed interior hard surfaced finishes to a dust-free condition.

- g. Remove debris and surface dust from limited access spaces.
 - h. Sweep concrete floors broom clean and wash them clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces; shampoo if visible soil or stains remain.
 - j. Clean, wash and wax VCT floors.
 - k. Clean and wash clean Sheet Vinyl floors.
 - l. Clean transparent materials, including mirrors and glass. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken transparent materials. Polish mirrors and glass.
 - m. Remove labels that are not permanent.
 - n. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - o. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication and foreign substances.
 - p. Clean plumbing fixtures to a sanitary condition, free of stains.
 - q. Replace disposable air filters and clean permanent air filters.
 - r. Clean light fixtures, lamps, globes, and reflectors. Replace all bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION



Project: _____

To (Contractor): _____

From (A/E): _____
Site Visit Date: _____
A/E Project Number: _____
Contract For: _____

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Item Number	Room Number	Location (Area)	Description	Correction/Completion Date	Verification A/E Check
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Attachments

Signed by: _____ Date: _____

Copies: Owner Consultants _____ _____ _____ _____ _____ _____ File