PROJECT MANUAL

TOWN OF GROTON PUBLIC WORKS FACILITY

GROTON, NH 03241

ISSUED

November 1, 2023 Revised 12/8/23 and 12/14/23

OWNER

TOWN OF GROTON

754 North Groton Road Groton, NH 03241

ARCHITECT

STUDIO NEXUS, ARCHITECTS + PLANNERS, LLC

46 South Main Street, PO Box 275 White River Junction, VT 05001

STRUCTURAL ENGINEER

HORIZONS ENGINEERING, INC

176 Newport Road, PO Box 1825 New London, NH 03257

CIVIL ENGINEER

HORIZONS ENGINEERING, INC

176 Newport Road, PO Box 1825 New London, NH 03257 SECTION 000110 - TABLE OF CONTENTS

I. PROCUREMENT AND CONTRACTING REQUIREMENTS

See Division 0 with a separate Table of Contents

II. GENERAL REQUIREMENTS

INTRODUCTORY INFORMATION

000101 Project Title Page 000110 Table of Contents

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 - GENERAL REQUIREMENTS

011000	Summary
012100	Allowances
012200	Unit Prices
012300	Alternates
012500	Substitution Procedures
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
017000	Execution Requirements
017419	Construction Waste Management and Disposal
017700	Closeout Procedures
018113	Special Environmental Requirements (VHFA Green Building Standards)
018200	Demonstration and Training
018316	Exterior Enclosure Performance Requirements
019100	MEP Commissioning Requirements

See drawings for specifications.

TABLE OF CONTENTS 000110 - 2

DIVISION 0 TABLE OF CONTENTS COMMUNITY FACILITIES

BID / PRE-CONTRACT

Invitation to Bidders (Advertisement) Guide 19 Attachment 1 or sim AIA A701-2018 Instructions to Bidders RD Attachment to AIA A701-2018 RD Guide 5 Attachment 2 Bid Form Guide 19 Attachment 3 or sim Bid Bond Guide 19 Att 4 or AIA A310 Certification for contracts, grants, and loans (Contractor) Form 1940-Q, Exhibit A-1 Compliance Statement (Contractor) Form 400-6 Department of Labor Notification (Contractor) 1901-E Exhibit C Notice of Non-discrimination w/ posters (by RD) Form 400-3 Notice of Award RD Guide 19 Attachment 7

POST AWARD / PRE-CONSTRUCTION

Owner-Contractor Agreement

General Conditions

AlA A101-2017

RD Attachment to A101-2017

RD Guide 27 Attachment 3

RD Guide 27 Attachment 4

Performance & Payment Bonds w/ USDA as co-obligee

Certificate of Owner's Attorney (Owner)

RD Guide 18 Page 7

RD Guide 19 Attachment 8

CONSTRUCTION / CLOSEOUT

Job Sign RD Sign Template
Application for Payment AIA G702/703 w/ RD Coversheet
Change Order AIA G701 w/ RD Coversheet
Consent of Surety AIA G707-1994
Contractor's Release RD 1924-9
Release By Claimants RD 1924-10
1 Year Builders Warranty RD 1924-19

ADVERTISEMENT FOR BIDS

Owner: The Town of Groton

Address: 754 North Groton Road, Groton, NH 03241

Separate sealed BIDS for the construction of:

A maintenance garage that is 74'-9" L x 44'-9 ft W x 16'-0" H. The preengineered post frame building will include the following:

- <u>4 bays for maintenance vehicle storage</u>
- Office for the road agent
- Staff breakroom
- Accessible restroom with shower
- Mechanical room

In addition, the project includes a post-frame salt shed, 32' L x 26' W x 14' H, with a membrane roof for the storage of salt.

BIDS will be received by <u>Sara Smith</u> at the <u>Town Office</u>, <u>754 N. Groton Rd.</u> until <u>4:00 PM</u>, (<u>Eastern Daylight Savings Time</u>), <u>March 19</u>, <u>2024</u> and then publicly opened and read aloud at the Select Board Meeting that night.

The CONTRACT DOCUMENTS will be available <u>online at www.grotonnh.org</u> and at the Town Office (754 North Groton Rd). Please contact the Town at (603)744-9190 or selectmen@grotonnh.org for more information.

Tours of the site are optional, but can be arranged with <u>Sara Smith</u> via email selectmen@grotonnh.org.

Questions concerning the bid documents will be received by <u>Sara Smith</u> via email <u>selectmen@grotonnh.org</u> until 12:00 PM, (<u>Eastern Daylight Savings Time</u>), <u>Thursday, March 14, 2024</u>. Answers to all questions will be provided to all bidders by 12:00PM, (<u>Eastern Daylight Savings Time</u>), Monday, March 18, 2024.

Date: 2/22/24

Sara Smith

Instructions to Bidders

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

THE OWNER:

(Name, legal status, address, and other information)

THE ARCHITECT:

(Name, legal status, address, and other information)

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document. ATTACHMENT TO AIA DOCUMENT A701-2018, Instructions to Bidders

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "Instructions to Bidders", AIA Document A701-2018 Edition. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency", as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 2, BIDDER'S REPRESENTATIONS

- 2.1 Add the following subparagraph to paragraph 2.1:
 - 2.1.7 This Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid, with any other Bidder or with any competitor.

ARTICLE 4, BIDDING PROCEDURES

4.1.1 Add the following sentence to subparagraph 4.1.1:

Only one copy of the Bid is to be submitted.

- 4.2.1 Delete subparagraph 4.2.1 and substitute the following:
 - 4.2.1 Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid.
- 4.3 Add the following subparagraphs to paragraph 4.3:
- 4.3.6 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout.
- 4.3.7 The Bidder agrees to abide by the requirements of Executive Order 11246, specifically including the provisions of the Equal Opportunity Clause and the Standard Federal Equal Employment Construction Contract Specifications set forth in the Supplementary Conditions.
- 4.3.8 The Bidder agrees to abide by the requirements of section 319 of Public Law 101-121, which pertains to lobbying activities and applies to recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. Each Bid shall be accompanied by a completed lobbying certification form identical to that included in the Bidding Documents.
- 4.3.9 The Bidder agrees to abide by the requirements under 7 C.F.R. part 180, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. Each Bid exceeding \$25,000 shall be accompanied by a relevant completed certification form identical to that included in the Bidding Documents.

RD Instruction 1924-A Guide 5 Attachment 2 Page 2

- 4.4.3 Delete subparagraph 4.4.3 and substitute the following subparagraphs 4.4.3 and .1:
 - 4.4.3 No Bidder may withdraw, modify or cancel a Bid within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended, by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.
 - 4.4.3.1 In the event the lowest responsive bidder requests to withdraw its bid after a bid opening due to an unintentional error in its contents, the Owner may waive informalities, accept the request, and keep the bid security provided by the Bidder.

ARTICLE 5, CONSIDERATION OF BIDS

- 5.3.2 Delete subparagraph 5.3.2 and substitute the following:
 - 5.3.2 The Owner shall have the right to accept Alternates in the sequence or combinations listed and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
- ARTICLE 7, PERFORMANCE BOND AND PAYMENT BOND
 - 7.1.1 Replace this subparagraph with the following:

Prior to execution of the Contract, the Bidder shall furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Both Bonds shall be separately written, each in the amount of the Contract Sum with Power of Attorney attached naming "The United States of America, acting through the United States Department of Agriculture, Rural Development as co-obligee. The cost shall be included in the Bid.

- 7.1.3 Delete subparagraph 7.1.3 and substitute the following:
 - 7.1.3 Surety companies executing Bonds must hold a certificate of authority as a acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located.
- 7.2.1 Delete subparagraph 7.2.1 and substitute the following:
 - 7.2.1 The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain Performance and Payment Bonds, if required, within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice shall be accompanied by the necessary Agreement and Bond forms.
- 7.2.2 Delete subparagraph 7.2.2 and substitute the following:
 - 7.2.2 The Bonds shall be written on forms identical to those included in the Bidding Documents.

(Note: Any additional provisions that are necessary to remain effective after execution of the Contract for Construction will be inserted here and continue in the same format.)

000

(00-00-00) PN 000

BID

Proposal of (hereinafter called	I
"BIDDER"), organized and existing under the laws of the State of	
doing business as *. To)
the	
(hereinafter called "OWNER").	
In compliance with your Advertisement for Bids, BIDDER hereby proposes t	o
perform all WORK for the construction of	
ir	1
strict accordance with the CONTRACT DOCUMENTS, within the time set forth	
therein, and at the prices stated below.	
By submission of this BID, each BIDDER certifies, and in the case of a	
joint BID each party thereto certifies as to its own organization, that this	
BID has been arrived at independently, without consultation, communication, o	
agreement as to any matter relating to this BID with any other BIDDER or with	
any competitor.	
BIDDER hereby agrees to commence WORK under this contract on or before a	L
date to be specified in the NOTICE TO PROCEED and to fully complete the	
PROJECT within consecutive calendar days thereafter.	
BIDDER further agrees to pay as liquidated damages, the sum of \$ for	
each consecutive calendar day thereafter as provided in Section 15 of the	
General Conditions.	

(1-15-79) SPECIAL PN

(Guide	19 - Attachm	ent 3) (Page	2)		
B	IDDER acknowl	edges receipt	of the followi	ng ADDENDUM:	
* Inser	ct "a corpora	tion", "a par	tnership", or "	an individual	'as applicable.
Bl for the	IDDER agrees e following u	to perform al nit prices or	l the work desc	ribed in the (CONTRACT DOCUMENTS
		P	ID SCHEDULE		
NOTE:	BIDS shall is		tax and all other	er applicable	taxes and
fees.					
NO.	ITEM	TINU	UNIT PRICE	AMOUNT	TOTAL PRICE

(1-15-79) SPECIAL PN

UNIT

RD Instruction 1942-A

TOTAL PRICE

UNIT PRICE AMOUNT

	•	
	•	
TOTAL OF BID .		\$
LUMP SUM PRICE	(if applicable)	\$
	Respectfully submitted:	
	Respectfully bubmitted.	
	Signature	Address
	Title	Date
	*TCT6	Date
	License number (if applicable)	
CDAT _ /44 DTD	is by a somponation	
PEAT - (II RID	is by a corporation)	

	nat we, the undersigned,as Principal, and	
	as Surety, are hereby held and	
firmly bound unto	as OWNER in the penal sum of	
	for the payment o	
which, well and truly to be made,	we hereby jointly and severally bind	
ourselves, successors and assigns.		
Signed, this da	y of, 19	
The Condition of the above obligat	ion is such that whereas the Principal has	
submitted to a certain BID,		
attached hereto and hereby made a	part hereof to enter into a contract in	
writing, for the		

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

٠		(L.S.)
	Principal	
	Surety	
Ву:		

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)	(date)
	_
(title)	

USDAForm RD 400-6
(Rev. 01-22)

COMPLIANCE STATEMENT

Form Approved OMB No. 0575-0018 Exp. Date 01/31/2025

This statement relates to a proposed contract with (Name of borrower or grantee) who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that: 1. I have have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order. 2. If I have participated in such a contract or subcontract, I \(\subseteq \) have, \(\subseteq \) have not, filed all compliance reports that have been required to file in connection with the contract or subcontract. If the proposed contract is for \$50,000 or more: or \square if the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that: 3. I \(\subseteq \text{have, } \subseteq \text{have not previously had contracts subject to the written affirmative action} \) programs requirements of the Secretary of Labor. 4. If I have participated in such a contract or subcontract, \(\subseteq \text{I have}, \subseteq \text{have not developed and} \) placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0018, Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required 7 CFR 1901-E Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRequests@usda.gov.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

	51 (71 37 37
NOTE: The penalty for making false statements in	offers is prescribed in 18 U.S.C. 1001.
Date	
	(Signature of Bidder or Prospective Contractor)
Address (including Zip Code)	

Exhibit C

Rural Development Financed Contract

TO: Area Director, Office of Federal Contract Compliance Programs

U. S. Department of Labor (DOL)

(Insert address for your DOL area, from Exhibit E, FmHA Instruction 1901-E

We submit the following information relative to a construction contract in excess of \$10,000:

1.	Contractor's Nam	e:
Те	lephone Number:_	
En	nployer's Identifica	tion Number:
2.	Contract for: \$	
	Starting Date:	Completion Date:
	Contract Number	:City:
	DOL Region:	Area Director, Office of Federal Contract Compliance Programs U.S. Dept. of Labor (DOL) Associate Regional Administrator USDL/OFCCP 1 Congress Street, 11th Floor Roston, MA 02114

UNITED STATES DEPARTMENT OF AGRICULTURE

NOTICE TO CONTRACTORS AND APPLICANTS

Attached is a nondiscrimination poster. In accordance with the terms of yo	our construc-
tion contract with	;
(Name of Borrower or Recipient of Grant)	, , , , , , , , , , , , , , , , , , , ,
the poster is to be displayed in all employment offices, on bulletin boards, and i conspicuous places available to employees and applicants for employment. The be displayed in the same manner by your subcontractors who are subject to the opportunity provisions of your contract, and you are required to furnish them w posters. Additional copies of the posters may be obtained from this office.	poster must equal
Any reference to Federal Government contract or contractors in the standar posters is to be interpreted to include any contract for construction work finance or in part with a United States Department of Agriculture (USDA) loan or grant	ed in whole
"Subcontractors" as used herein means any subcontractor holding a subcontract supplies or services required for the performance of the prime contract subcontracts which either (1) do not exceed \$10,000 (\$100,000 if for standard c supplies or raw materials) or (2) are below the second tier and do not call for co work at the site of construction, including any temporary location or facility esta subcontractor specifically to meet the demands of his subcontract. A USDA official may conduct compliance reviews of contracts covered by order 11246, as amended. You will be notified if such a review is scheduled.	except ommercial nstruction ablished by the
Date USDA official	
Name of Contractor	
Address of Contractor	



n accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442;

email:

program.intake@usda.gov.

This institution is an equal opportunity provider.

onforme a la ley federal y las políticas y regulaciones de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta institución tiene prohibido discriminar por motivos de raza, color, origen nacional, sexo, edad, discapacidad, venganza o represalia por actividades realizadas en el pasado relacionadas con los derechos civiles (no todos los principios de prohibición aplican a todos los programas).

La información del programa puede estar disponible en otros idiomas además del inglés. Las personas con discapacidades que requieran medios de comunicación alternativos para obtener información sobre el programa (por ejemplo, Braille, letra agrandada, grabación de audio y lenguaje de señas americano) deben comunicarse con la agencia estatal o local responsable que administra el programa o con el TARGET Center del USDA al (202) 720-2600 (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD-3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en

www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf, en cualquier oficina del USDA, llamando al **(866) 632-9992**, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción

discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

correo postal:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; o'

fax:

(833) 256-1665 o' (202) 690-7442;

correo electrónico:

program.intake@usda.gov.

Esta institución ofrece igualdad de oportunidades.

Equal Employment Opportunity is The content of the

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

RD Instruction 1942-A (Guide 19 - Attachment 7)
NOTICE OF AWARD
TO:
PROJECT Description:
The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated, 19 and Information for Bidders.
You are hereby notified that your BID has been accepted for items in the amount of $\$$
You are required by the Information for Bidders to execute the Agreemer and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.
If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled such other rights as may be granted by law.
You are required to return an acknowledged copy of this NOTICE OF AWARI to the OWNER.
Dated this day of, 19
Owner
Ву
Title
ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged
by
this the day of, 19 By
Title

(1-15-79) SPECIAL PN

CONSTRUCTION CONTRACT DOCUMENTS FOR CF PROGRAM

INSERT HERE: AIA DOCUMENT A101 – 2017

"STANDARD FORM OF AGREEMENT BETWEEN OWNER

AND CONTRACTOR"

A COPY OF THIS DOCUMENT IS INCLUDED AS A SEPARATE ATTACHMENT

ATTACHMENT TO AIA DOCUMENT A101-2017, Standard Form of Agreement Between Owner and Contractor

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Delete paragraph 3.1 and substitute the following:

3.1 The date of commencement shall be contained in the Notice to Proceed.

Add the following to paragraph 3.3.3:

If the work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. The Contractor shall pay to the Owner liquidated damages in the sum of \$ ______ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 5, PAYMENTS

Insert "ten" and "10" in the appropriate spaces in subparagraph 5.1.3:

Delete the following from clause 5.1.6.2:

(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing)

(00-00-00) PN 000

RD Instruction 1942-A Guide 27 Attachment 3 Page 2

Insert the following sentences in subparagraph 5.1.7.1:

The amount retained shall be 10% of the value of Work until 50% of the Work has been completed or a withholding of equal or greater value, such as, 5% for the full duration of the project. If 10% is held, at 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of Work completed.

ARTICLE 8, MISCELLANEOUS PROVISIONS

Add the following subparagraph to paragraph 8.6:

8.7.1 This Agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidences by the signature of a duly authorized representative of the Agency in the space provided at the end of this Attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment thereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 9.1.3:

Attachment to the Standard Form of Agreement Between Owner and Contractor (this Attachment)

General Conditions of the Contract for Construction, AIA A201-2017

Attachment to the *General Conditions of the Contract for Construction* (RD Instruction 1942-A, Guide 27, Attachment 4)

Special Conditions

Subparagraph 9.1.7:

Invitation for Bids (Form RD 1924-5)
Instructions to Bidders, AIA A701-1997
Attachment to the Instructions to Bidders (RD Instruction 1924-A, Guide 27, Attachment 2)
Bid Form
Bid Bond
Compliance Statement (Form RD 400-6)
Payment Bond
Performance Bond
Certification Regarding Debarment, Suspension,
 Ineligibility and Voluntary Exclusion - Lower Tier
 Covered Transactions (Form AD 1048)
Disclosure of Lobbying Activities (SF-LLL)
Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1)

Delete the signature block on page 7 of this Agreement, and substitute the block on the following page:

RD Instruction 1942-A Guide 27 Attachment 3 Page 4

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

	OWNER:
ATTEST:	ву
Type Name	Type Name
Title	
Date	Date
	CONTRACTOR:
ATTEST:	ву
Type Name	Type Name
Title	
Date	_ Date
AGENCY CONCURRENCE:	
Ву	
Type Name	
Title	
Date	

The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment hereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

CONSTRUCTION CONTRACT DOCUMENTS FOR CF PROGRAM

INSERT HERE: AIA DOCUMENT A201 – 2017

"GENERAL CONDITIONS OF THE CONTRACT FOR

CONSTRUCTION "

A COPY OF THIS DOCUMENT IS INCLUDED AS A SEPARATE ATTACHMENT

ATTACHMENT TO AIA DOCUMENT A201-2017, General Conditions of the Contract for Construction

The provisions of this attachment shall delete, modify and supplement the provisions contained in the "General Conditions of the Contract for Construction," AIA Document A201-2017 Edition. The provisions contained in this attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

1.2.4 Concurrence of the Contract by the Agency is required before it is effective.

ARTICLE 2, OWNER

Delete subparagraph 2.3.6 and substitute the following:

2.3.6 The Contractor will be furnished, free of charge, _____ copies of the Drawings and Projects Manuals necessary for execution of the Work. Additional copies will be available from the Architect at the cost of reproduction and handling.

ARTICLE 4, ARCHITECT

Add the following to subparagraph 4.1.1:

The term "Architect" means the Architect, or the Engineer when the nature of the work is within the authority granted engineers by the State licensure law, or an authorized representative of the Architect or Engineer.

ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

The Contractor shall not contract with any party who is suspended or debarred by any Federal government agency from participating in Federally assisted construction projects.

RD Instruction 1942-A Guide 27 Attachment 4 Page 2

ARTICLE 7, CHANGES IN THE WORK

Delete the words ", Construction Change Directive" from subparagraph 7.1.1.

Insert the words ", Agency " after the word "Owner," and delete the words "A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor" in subparagraph 7.1.2.

Delete the words "Construction Change Directive" from subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing Form RD 1924-7, "Contract Change Order," or AIA G-701 signed by the Owner, Architect, Contractor, and the Agency representative. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor's signing of a Change Order indicates complete agreement therein.

Add subparagraph 7.2.2:

- 7.2.2 Methods used in determining adjustments to the Contract Sum may include any of the following:
- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluating.
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon.

Add the following sentence to paragraph 7.3.1: "A Construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4.

Delete subparagraph 7.3.2.

Add the following, where appropriate, to 7.3.3 through 7.3.10: "When the use of a Construction Change Directive is justified"

ARTICLE 8, TIME

Add the following subparagraphs:

- 8.2.4 The Notice to Proceed shall be issued within twenty (20) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the Owner and Contractor, with the concurrence of the Agency. If the Notice to Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed, the Contractor may terminate the Agreement without further liability on the part of either party.
- 8.3.4 As outlined in Article 3 of the Agreement, the Contractor agrees to pay liquidated damages to the Owner for each calendar day the Contractor shall be in default.

ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

9.3.1.1 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved by all appropriate parties, including the Agency.

Add the words ", using AIA Document 702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate'," after "Certificate for Payment" in subparagraph 9.4.1.

Add the following subparagraph:

9.6.9 No progress payments will be made that deplete the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor. Retainage will not be adjusted until after construction is substantially complete.

Replace the word "seven" with the words "fifteen (15)" in the first sentence, second line of subparagraph 9.7.

RD Instruction 1942-A Guide 27 Attachment 4 Page 4

Delete subparagraph 9.8.5, after the first sentence, and substitute the following:

9.8.5 When the Work has been substantially completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed. Provide a copy of the Certificate to the Agency.

Delete subparagraphs 9.9.1 and add the following:

- 9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:
- .1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.
- .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
- .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
- .5 If the Project consists of more than one building, and one of the buildings is to be

occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

Add to subparagraph 9.9.3: Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.1" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

11.1.1. Insurance shall be:

- .1 Written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident, or
- .2 Written with a combined bodily injury and damage liability of not less than \$700,000 per occurrence; and with an aggregate of not less than \$700,000 per occurrence.

RD Instruction 1942-A Guide 27 Attachment 4 Page 6

Add the following sentence to the end of subparagraph 11.3.1:

The provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage.

Delete subparagraph 11.1.2 and substitute the following:

11.1.2 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum

Add the following subparagraphs:

- 11.1.3.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.
- 11.1.3.2 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

13.6 LANDS AND RIGHTS-OF WAY

13.6.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the execution and completion of work to be performed under this contract.

13.7 EQUAL OPPORTUNITY REQUIREMENTS

Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

- 13.7.1 This section summarizes Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.
- 13.7.2 Executive Order 11246, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 CFR chapter 60 implementing the Executive Order. The regulations at 41 CFR part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 CFR part 60-4.
- 13.7.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is

RD Instruction 1942-A Guide 27 Attachment 4 Page 8

- a single nationwide goal of 6.9 percent for utilization of women. The goals apply to all construction work in the covered geographic area, whether or not it is federal, federally assisted or non-federal. A notice advises bidders of the applicable goals for the area where the project is to be located.
- 13.7.4 <u>Application</u>. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.
- 13.7.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.
- 13.7.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.
- 13.7.5 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986, by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.
- 13.7.6 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

13.8 STATUTES

- 13.8.1 The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):
- 13.8.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with construction to give up any part of the compensation to which the person is otherwise entitled.

- 13.8.1.2 Clean Air Act (42 U.S.C. 7414), section 114, and Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 C.F.R. part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:
- .1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.
- .2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.
- .3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
- 13.8.1.3 Restrictions on Lobbying (Public Law 101-121, section 319) as supplemented in Department of Agriculture regulations (7 CFR part 3018). This statute applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Contractor must complete a certification form on lobbying activities related to the specific Federal loan or grant that is a funding source for this contract. The certification and disclosure forms shall be provided by the Owner.

13.9 RECORDS

13.9.1 If the Contract is based on a negotiated Bid, the Owner, the Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

13.10 ENVIRONMENTAL REQUIREMENTS

- 13.10.1 Mitigation Measures The contractor shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.
- 13.10.2 The Contractor, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:
- 13.10.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology Any excavation or other earth moving activity by the Contractor that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Contractor to:
 - .1 Temporarily stop work;
 - .2 Provide immediate notice to the Architect and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;
 - .3 Take reasonable measures as necessary to protect the discovered materials or protected resource;
 - .4 Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and
 - .5 Resume work only upon notice from the Architect and the Agency.
- 13.10.3 Lead-Based Paint The Contractor and Owner shall comply with applicable Agency requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851) for rehabilitation work on residential property built prior to 1978.

13.11 DEBARMENT AND SUSPENSION

13.11.1 The Contractor shall comply with the requirements of 7 CFR part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity.

ARTICLE 15 CLAIMS AND DISPUTES

Add the words "may be" after "on the parties but" in the last sentence of subparagraph 15.2.5.

Replace the word "shall" with the word "may" in the first sentence, first occurrence of subparagraph 15.3.2

Add the subparagraph: 15.4.1.2 The arbitrators will select a hearing location as close to the Owner's locale as possible.

000

PERFORMANCE BOND

(Name of Contractor) (Address of Contractor) a		UNGHE OF CONFERENCE
a		(I-sind of conditation)
(Corporation, Partnership, or Individual) (Name of Surety) (Address of Surety) hereinafter called Surety, are held and firmly bound unto (Name of Owner) (Address of Owner) (Address of Owner) hereinafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the Government in the total aggregate penal sum of		(Address of Contractor)
(Corporation, Partnership, or Individual) (Name of Surety) (Address of Surety) hereinafter called Surety, are held and firmly bound unto (Name of Owner) (Address of Owner) (Address of Owner) hereinafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the Government in the total aggregate penal sum of	a	howeine ft are realled During's
(Name of Surety) (Address of Surety) hereinafter called Surety, are held and firmly bound unto (Name of Owner) (Address of Owner) hereinafter called OWNER, and the United States of America acting through the called Owner) Rural Development hereinafter referred to as the Government in the total aggregate penal sum of		, hereinalter called Princip
(Address of Surety) hereinafter called Surety, are held and firmly bound unto (Name of Owner) (Address of Owner) hereinafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the Government in the total aggregate penal sum of	(Corporation, Partnership, or	: Individual)
hereinafter called Surety, are held and firmly bound unto (Name of Owner) (Address of Owner) hereinafter called OWNER, and the United States of America acting through the control of t		(Name of Surety)
(Name of Owner) (Address of Owner) hereinafter called OWNER, and the United States of America acting through the Rural Development hereinafter referred to as the Government in the total aggregate penal sum of		(Address of Surety)
(Address of Owner) hereinafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the Government in the total aggregate penal sum of	hereinafter called Surety, are	
(Address of Owner) hereinafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the Government in the total aggregate penal sum of		
hereinafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the Government in the total aggregate penal sum of		(Name of Owner)
Rural Development hereinafter referred to as the Government in the total aggregate penal sum of		(Address of Owner)
Dollars (\$	Rural Development hereinafter :	referred to as the Government in the total
		Dollars (\$)
in lawful money of the United States, for the payment of which sum well truly to be made, we bind ourselves, our heirs, executors, administrator successors, and assigns, jointly and severally, firmly by these presents	truly to be made, we bind ourse	States, for the payment of which sum well and elves, our heirs, executors, administrators.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entinto a certain contract with the OWNER, dated the day of	into a certain contract with the second of the second of which is here to the second of the second o	he OWNER, dated the day of

RD Instruction 1942-A (Guide 19 - Attachment 5) (Page 2)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, or GOVERNMENT, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the PRINCIPAL AND SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided, however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the contract.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

(Guide	19	Attachment	5)	(Page	3)
--------	----	------------	----	-------	---	---

•					
N WITNESS WHEREOF, this instrument i	s execut	ted in		counterpa	rts, ea
ne of which shall be deemed an origi	inal, thi	is the	Number	day of _	
ATTEST:					
			Pri	incipal	·
(Principal) Secretary					
BEAL)			÷		
	Ву				(s)
(Witness as to Principal)		(2	Address)		
(Address)					
			Surety		
ATTEST:					
Witness to Surety	BY	Ati	torney-in	1-Fact	COLOR AND A
(Address)			(Address	;)	

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that (Name of Contractor) (Address of Contractor) hereinafter called PRINCIPAL and (Corporation, Partnership or Individual) (Name of Surety) hereinafter called SURETY, are held and firmly bound unto (Name of Owner) (Address of Owner) hereinafter called OWNER and the United States of America acting through Rural Development hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the day of 19 __, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

RD Instruction 1942-A (Guide 19 - Attachment 6) (Page 2)

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT Is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Guide 19 - Attachment 6) (Page 3)	
	executed in counterparts, each of Number
which shall be deemed an original, I	this the day of
ATTEST:	
	Principal
(Principal) Secretary	
(SEAL)	
	By(s
	(Address)
Witness as to Principal	
(Address)	_
ATTEST:	Surety
	Ву
Witness as to Surety	Attorney-in-Fact
(Address)	(Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR Is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury

Department's most current list (Circular 570 as amended) and be authorized to

transact business in the State where the Project is located.

14. <u>C</u>	<u>Certificate of Owner's Attorney</u> .		
	I, the undersigned,		, the duly authorized and
accing	, do hereby cer	rtify as fol	lowe
		cerry as ror	10%5
of the the prepressive cut that tupon to	I have examined the attached contains and the manner of execution the aforesaid agreements are adequate roper parties thereto acting throusentatives; that said representative said agreements on behalf of the foregoing agreements constitute the parties executing the same in sions thereof.	ereof, and I te and have igh their du ives have fu ne respectiv te valid and	am of the opinion that each has been duly executed by ly authorized ll power and authority to e parties named thereon; and legally binding obligations
Date:_			
NOTE:	Delete phrase "performance and	payment bon	ds" when not applicable.

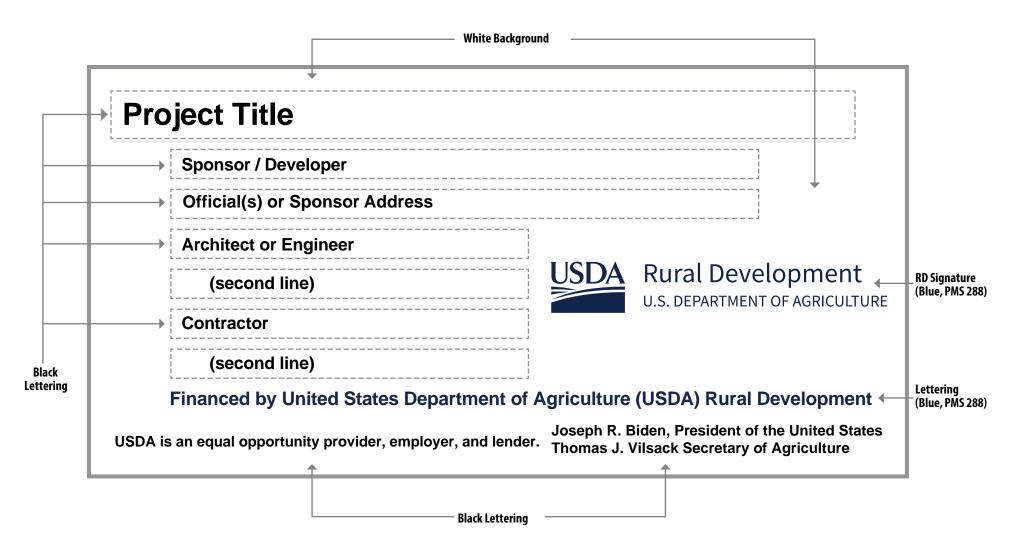
000

(1-28-81) PN 763

Employer Identification Number____

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica or Arial



SIGN DIMENSIONS : 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

In lieu of RD Form 1924-18 when used in conjunction with AIA Document G702

USDA Rural Development Attachment to AIA Document G702 (Application and Certificate for Payment)

Project:		
Payment application number:	Amount Certified	

The Referenced Payment Application is not valid until signed by the Owner, Architect, Contractor and Agency.

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information v the ayments

and belief the work covered by this payment estimate has been accordance with the contract documents, that all amounts have contractor for work for which previous payment estimates was received from the owner, and that current payment shown here	e been paid by issued and pa
Contractor:	
Ву:	
Date:	
APPROVED BY OWNER:	
Owner:	
Ву:	
Date:	
ARCHITECT OR ENGINEER'S CERTIFICATION:	
The undersigned certifies that the work has been carefully insport their knowledge and belief, the quantities shown in this esting the work has been performed in accordance with the contract of	mate are corre

the best ct and

Architect or Engineer:	_
Зу:	
Date:	_

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

Ву:			
F:41 a .			
Γitle:	 	 	
Date:			



Application and Certificate for Payment

TO OWNER:	PROJECT:		APPLICATION IND:	Distribution
			PERIOD TO:	OWNER
			CONTRACT FOR:	ARCHITECT
FROM CONTRACTOR:	VIA ARCHITECT:	CT:	CONTRACT DATE:	CONTRACTOR
			PROJECT NOS:	LIELD [
				OTHER [
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.	PAYMENT	Contract.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which presides the Contractor for Powner when its country and payments received from the Owner, and	or's knowledge, information en completed in accordance he Contractor for Work fo ceived from the Owner, an
1. ORIGINAL CONTRACT SUM	8		which previous continued for Laymon, were issued and payment that current payment shown herein is now due.	
2. NET CHANGE BY CHANGE ORDERS	55		CONTRACTOR:	
3. CONTRACT SUM TO DATE (Line $l \pm 2$)	S		By: Date:	12
4, TOTAL COMPLETED & STORED TO DATE (Column G on G703)	on G703) \$		State of:	
5. RETAINAGE:			County of:	
a. % of Completed Work			Subscribed and sworn to before	
(Columns $D + E$ on $G703$)	69		me this day of	
b. % of Stored Material				
(Column F on G703)	S	1	Notary Public:	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	I of G703) \$		My commission expues-	
6. TOTAL EARNED LESS RETAINAGE	69		ARCHITECT'S CERTIFICATE FOR PAYMENT	
(Line 4 minus Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	S		In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and halfer the Work is information and halfer the Work is information.	ions and the data comprising the Architect's knowledge
(Line 6 from prior Certificate)			accordance with the Contract Documents, and the Contractor is entitled to payment of the	entitled to payment of th
8. CURRENT PAYMENT DUE	S		AMOUNT CERTIFIED.	
9. BALANCE TO FINISH, INCLUDING RETAINAGE			AMOUNT CERTIFIED	S
(Line 3 minus Line 6).	S		(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified,	t. Initial all figures on this n with the amount certified,
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITECT:	
Total changes approved in previous months by Owner	S	S	By:	Date:
Total approved this month	S	S	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor	ble only to the Contractor
TOTAL	S	S	named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of	out prejudice to any rights of
NIET OUANGES by Change Order	4		the Owner or Contractor under this Commach	



Continuation Sheet

Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply. AIA Document G702®, Application and Certificate for Payment, or G732TM, Application and Certificate for

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

			ITEM DESC	
	В		DESCRIPTION OF WORK	GRAND TOTAL
	2		SCHEDULED VALUE	
	D	WORK COMPLETED	FROM PREVIOUS APPLICATION (D + E)	
	Ε	MPLETED	THIS PERIOD	
	F		MATERIALS PRESENTLY STORED (Not in D or E)	
ARCHITECT'S PROJECT NO:	9		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	
DJECT NO:	11	1	(G+C)	
1	Н		BALANCE TO FINISH (C - G)	
	1		RETAINAGE (If variable rate)	

AIA Document G703* - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1979, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "G703." and "AIA Contract Documents, e-mail copyright@aia.org.

In lieu of RD Form 1924-7 when used in conjunction with AIA Document G701

USDA Rural Development Attachment to AIA G701 (Contract Change Order)

Project:	
Change Order Number:	Change Order Amount:
The Referenced Change Order is not valid until s	signed by the Owner, Architect, Contractor and Agency.
Requested by:(Owner)	Date:
Recommended by:(Owner's Architect / En	Date: ngineer)
Accepted by:(Contractor)	Date:
Agency Concurrence:	Date:



Change Order

PROJECT: (name and address)	contract For: Change Order Nur Date: CHANGE ORDER II Change Order Nur Date:				
OWNER: (name and address)	ARCHITECT: (name and address)	CONTRACTOR: (name and address)		15)	
	LOWS: he change and, if applicable, attach or refe executed Construction Change Directives.,		s. Also in	clude i	agreed
The original (Contract Sum) (Gua	aranteed Maximum Price) was		\$		
The net change by previously aut	horized Change Orders		\$		
The (Contract Sum) (Guaranteed	Maximum Price) prior to this Change Orde	er was	\$		
The (Contract Sum) (Guaranteed by this Change Order in the amou	Maximum Price) will be (increased) (decre int of	eased) (unchanged)	\$		
The new (Contract Sum) (Guaran	teed Maximum Price), including this Chan	ge Order, will be	\$		
The Contract Time will be (increased) (decreased) (unchanged) by				() days.
The new date of Substantial Com	pletion will be				
Contract Time, that have been aut	oot include adjustments to the Contract Sum horized by Construction Change Directive v r, in which case a Change Order is executed	intil the cost and time	have been	n agree	ed upon
NOT VALID UNTIL SIGNED BY THI	ARCHITECT, CONTRACTOR AND OWNER.				
ARCHITECT (Firm name)	CONTRACTOR (Firm name) OWNER (Firm name)				
SIGNATURE	SIGNATURE	SIGNATURE			
RINTED NAME AND TITLE PRINTED NAME AND TITLE PRINTED NAME A		PRINTED NAME AND	D TITLE		
DATE	DATE				



Consent of Surety to Final Payment

ROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER 🗆
	CONTRACT FOR	ARCHITECT [
	CONTRACT FOR:	CONTRACTOR □
O OWNER: (Name and address)	CONTRACT DATED:	
2 24 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2		SÚRETY 🗆
		OTHER 🗆
n accordance with the provisions of the Contrac Insert name and address of Surety)	t between the Owner and the Contractor as indic	ated above, the
naci mana ana ana casa si sa cay)	<(())	
		, SURETY,
n bond of Insert name and address of Contractor)		
A((
		, CONTRACTOR
ereby approves of the final payment to the Con he Surety of any of its obligations to Insert name and address of Owner)	tractor, and agrees that final payment to the Con	tractor shall not relieve
	P	
		, OWNER,
s set forth in said Surety's bond.		, o mila,
N WITNESS WHEREOF, the Surety has hereu Insert in writing the month followed by the num		
	(Surety)	
	(Signature of authorized represen	tative)
Attest:		
(Seal)	(Printed name and title)	

AlA Document G707™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AlA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AlA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Form Approved OMB No. 0575-0042

Form RD 1924-9 (Rev. 10-19)

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Contractor: Contractor Address:	Property Owner:
Contractor Address:	Property Address:
Contractor License State and number:	Contract Date:
The Contractor acknowledges receipt of \$ releases and waives any and all claims, liens, and lie whatsoever (collectively, "claims") which the Contra connection with the performance of work under the contract those claims arising from the furnishing of labor, matcontract, and any claims arising from injuries sustain Contractor.	n rights, of any kind, nature, or description actor may have or hereafter acquire or possess in contract. The release includes, but is not limited to, aterials, and/or equipment in connection with the
Contractor Signature	Date
The Owner hereby acknowledges completion of wor Contractor.	k under the contract and approves payment to the
Owner Signature	Date

WARNING

The statements and representations made above are made in connection with construction financed in whole or in part by the United States Department of Agriculture (USDA). The statements and representations will be used to determine the release of USDA provided funds. The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 U.S.C. § 1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or statement or entry, shall be fined under [title 18 of the United States code] or imprisoned not more than five years, or both.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructuion, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information

USDAForm RD 1924-10 (Rev. 1-98)

RELEASE BY CLAIMANTS

The undersigned, having received	d payment in full for all labor, materials, su	pplies, or equipment supplied to)
			, Contractor
or to any subcontractor, in the constru	ction or repair of the improvements upon the	ne property located at:	
	, and furnished in the execution and fu	lfillment of contract between said	Contractor and
			Owner, dated
liens, and lien rights, of any kind, natu Contractor.	ure, or description whatsoever, against said	do (does) hereby release and waive property and the Owner thereof	any and all claims, f, and against said
Lien or Claimant	Work or Materials	Amount	Date
			_
			_
			_
			_
		 · 	
			_
			_

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

for payment.

under conditional commitment procedures.

FORM APPROVED OMB NO. 0575-0042

BUILDER'S WARRANTY

Names and Address of Purchasers or Owners	Property
runes and runess of rurenasers of Owners	
For good and valuable consideration, the undersigned Warrantor hereby warra	
to the successors or transferees, all of whom are hereinafter referred to as Owners. The building, including appurtenances located on the property identified a conformity with the drawings and specifications which have been accepted warranty applies to all workmanship, materials, and the installation of equivariance, water heater, ranges and refrigerator).	above, is constructed or improved in substantial ed in writing by the respective USDA Agency. This
The Owners shall give written notice to the Warrantor promptly after the notice must be given to the Warrantor during the period of warranty. The construction or rehabilitation, one year from the date of initial occupancy the case of improvements made to an existing building owned by the Own from the date of the completion of the work.	period of warranty shall be (a) in the case of new of the completed or rehabilitated building, or (b) in
It is agreed and understood that this warranty shall apply only to those defective co	onditions of which the Warrantor has been given
written notice during the period of warranty.	
Warrantor further agrees that warrantor will take any necessary actions to corn	rect such defective conditions withindays
of receipt of written notice. If such action is not taken within days, to party for the correction of the defects. Warrantor agrees to pay any expenses incur warranty.	he Owners may, at their option, contract with another red by the Owners to correct defects covered by this
This warranty shall be in addition to, and in no way reduce, all other rights and pri	
other law or instrument, and shall be binding on the Warrantor notwithstanding an of purchase or any other instrument executed by the Owners.	y provision to the contrary contained in the contract
This warranty is executed, in part, for the purpose of inducing the United State or guarantee a loan on the Property.	es Department of Agriculture, (USDA) to make, insure,
If this warranty is signed by anyone other than the Warrantor, the person signing for person is authorized to execute same by the Warrantor and by the person's signature conditions of this warranty	
NOTES: A- The warrantor must complete all three copies except dates, meet with to the Owner with the final request for payment. Owner must meet with Warrantor to agree on warranty notification	
must retain original, and forward one copy to contractor, and one to	the respective USDA Agency with the final request

WARNING

B. This warranty shall be required in all cases involving new construction or rehabilitation of buildings including those built under contract, those built for sale without the respective USDA Agency's required construction inspections and those

Section 100 I of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully ... makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$250,000 or imprisoned not more than five years, or both."

According to the Paperwork Reduction Act of 1995, an agency may not conductor sponsor and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Item	Serial & Model No.	Nan	ne and Address of Company	No. Yrs. or Mos. of Warranty
Heating System				
Kitchen Range				
Water Heater				
Refrigerator				
Manufactured Home				
Other				
Other				
NOTICE TO NONCONFOR		ANY NOTICE OF BE DELIVERED TO TH	DEFECTIVE WORKMAN HE WARRANTOR NO LATER	,
			date of conveyance of title or date of warranty from the date shown by the	
home, we certify home sustained n	that the manufactuo hidden damage of	red home property substanti	to the Owners for their use. If this was ally complies with the plans and spectanunfactured in separate sections, that.	rifications and the manufactured
				day of
	(Warrantor's Addre	ss)		(SEAL) Warrantor (Signature & Title)
Receipt of this warranty is acknowledged this		day of		

Owner(s)

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Contractor's use of site and premises.
- 4. Work restrictions.
- 5. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

- A. Project Identification: Town of Groton Public Works Facility.
 - 1. Project Location: North Groton Road, Groton, NH 03241, Project # 2030.
- B. Owner: Town of Groton, 754 North Groton Road, Groton, NH 03241
 - 1. Owner's Representative: Sara Smith, Administrative Assistant, <u>selectmen@grotonnh.org</u>; 603.744.9190.
- C. Architect: Studio Nexus Architects + Planners, LLC.
 - 1. Architect's Representative: Doug Sonsalla, Principal, <u>dougs@studionexusarch.com</u>; 802-275-5110.
- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
 - 1. Horizons Engineering, Inc. (Civil and Structural Engineering)
 - a. Representative: Will Davis, PE; wcavis@horizonsengineering.com; 603.444.4111.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following: A maintenance garage that is 74'-9" L x 44'-9 ft W x 16'-0" H. The pre-engineered post frame building will include the following:

SUMMARY 011000 - 1

- 4 bays for maintenance vehicle storage
- Office for the road agent
- Staff breakroom
- Accessible restroom with shower
- Mechanical room

In addition, the project includes a post-frame salt shed with membrane roofs: one 32' L x 26' W x 14' H for the storage of salt. Sand will be stored outside.

- 1. Use and Occupancy Classification: Moderate-Hazard Storage, Group S-1, Business Group B
- 2. Construction Type: V-B, unsprinkled

B. Type of Contract:

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

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.5 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours as limited by the Town of Groton.
- C. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.

SUMMARY 011000 - 2

- 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
- 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SUMMARY 011000 - 3

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit one electronic copy 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. Substitution Request Form: Use form that is part of web-based Project management software or acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

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

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received at bid time or within 30 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.

j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 or web-based Project management software.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

- A. 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. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

- 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 applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Contractor will issue a Change Order for signatures of Owner and Contractor on form provided as part of web-based Project management software or AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on form provided as part of web-based Project management software or AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 WORK CHANGE DIRECTIVE

A. Work Change Directive: Architect may issue a Work Change Directive on form provided as part of web-based Project management software or EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

- 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of AIA Document G703.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. 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.
 - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 - 7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by a day to be determined by Owner and Contractor. The period covered by each Application for Payment is one month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 1 signed and notarized original copy of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.
 - 3. Contractor's construction schedule (preliminary if not final).
 - 4. Products list (preliminary if not final).
 - 5. Schedule of unit prices.
 - 6. Submittal schedule (preliminary if not final).
 - 7. List of Contractor's staff assignments.
 - 8. List of Contractor's principal consultants.
 - 9. Copies of building permits.
 - 10. Copies of any additional authorizations and licenses from authorities having jurisdiction required for performance of the Work.
 - 11. Certificates of insurance and insurance policies.
 - 12. Performance and payment bonds.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706.
 - 5. AIA Document G706A.
 - 6. Evidence that claims have been settled.
 - 7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Digital Management Procedures
 - 3. RFIs.
 - 4. Project meetings.

B. Related Requirements:

1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

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

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.4 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Construction Manager shall prepare and submit an RFI in the form specified.
 - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Owner name.
 - 2. Name of Architect.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. RFI number, numbered sequentially.
 - 6. RFI subject.
 - 7. Specification Section number and title and related paragraphs, as appropriate.
 - 8. Drawing number and detail references, as appropriate.
 - 9. Field dimensions and conditions, as appropriate.
 - 10. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 11. Contractor's signature.
 - 12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716 or software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

- 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Owner in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of web-based Project management software. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five days if Contractor disagrees with response.

1.5 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's BIM model and CAD drawings will be provided by Architect for Contractor's use during construction.
 - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 - 3. Digital Drawing Software Program: Contract Drawings are available in Revit or dwg format.

- 4. Contractor shall execute a data licensing agreement in the form of AIA Document C106 Digital Data Licensing Agreement.
 - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of AIA Document C106.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.6 PROJECT MEETINGS

- A. General: Contractor will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Schedule and conduct 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.
 - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors and other concerned parties shall attend the conference. 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. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - 1. Preparation of Record Documents.
 - m. Use of the premises.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for disruptions and shutdowns.

- s. Construction waste management and recycling.
- t. Parking availability.
- u. Office, work, and storage areas.
- v. Equipment deliveries and priorities.
- w. First aid.
- x. Security.
- 3. Minutes: The Contractor is responsible for conducting the meeting and will record and distribute meeting minutes.
- C. Progress Meetings: Schedule and conduct progress meetings at regular intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. 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 meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. 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.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following as appropriate:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Status of sustainable design documentation.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.

- 18) Documentation of information for payment requests.
- 4. Minutes: Contractor is responsible for conducting the meeting and will record and distribute the meeting minutes to each party present and to parties requiring information.
 - 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.

- 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
- 11. Drawing number and detail references, as appropriate.
- 12. Indication of full or partial submittal.
- 13. Location(s) where product is to be installed, as appropriate.
- 14. Other necessary identification.
- 15. Remarks.
- 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

- 1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
- 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
- 3. Informational Submittals: Submit one paper copy of each submittal unless otherwise indicated. Architect will not return copies.
- E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- F. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files, or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - 2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
 - 3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

- 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
- 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow 10 business days for review of each resubmittal.
 - 3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 business days for initial review of each submittal.
 - a. Sitework submittals.
 - b. Structural submittals.
 - c. Mechanical, plumbing and electrical submittals.
 - d. Submittals requiring review by third party agencies.
 - 4. Submittals with Color Selections: Deliver to Architect a list of submittals required for the exterior color package and a list required for the interior color package. The Architect needs to coordinate the colors of all exterior and interior items and will hold submittals with color selections until all materials in the exterior color package have been received. Allow 2 weeks after the last item has been submitted for return of exterior color selections. The Architect will hold submittals with color selections until all materials in the interior color package have been received. Allow 3 weeks after the last item has been submitted for return of interior color selections. Careful coordination of the Submittal Schedule by the Contractor is required so as not to delay the Work.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. 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.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:

- a. Manufacturer's catalog cuts.
- b. Manufacturer's product specifications.
- c. Standard color charts.
- d. Statement of compliance with specified referenced standards.
- e. Testing by recognized testing agency.
- f. Application of testing agency labels and seals.
- g. Notation of coordination requirements.
- h. Availability and delivery time information.
- 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. 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 unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Paper 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 36 by 48 inches.
 - a. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.

- e. Number and title of applicable Specification Section.
- f. Specification paragraph number and generic name of each item.
- 3. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
- 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. Samples for Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

- 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

- 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
- 2. Field Test Reports: Submit written reports 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 in the Contract Documents.
- 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and one paper copy of certificate, signed

and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with indication in web-based Project management software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
 - 1. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
 - 2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection 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. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s). Retain "Mockups" Paragraph below if Project requires mockups. Revise if any mockups are to be constructed at an off-site location.
- D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall have the same meaning as testing agency.
- G. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- H. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

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

1.5 INFORMATIONAL SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. 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 in material, design, and extent to those indicated for this Project.
- F. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection 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, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Engage a qualified testing agency to perform quality-control services.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection 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 inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform duties of Contractor.
- E. 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 as specified in Section 013300 "Submittal Procedures."

- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives 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 inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. 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 inspection.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Project Manual and as follows:
 - 1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 5. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AABC Associated Air Balance Council; www.aabc.com.
 - 2. AAMA American Architectural Manufacturers Association; www.aamanet.org.
 - 3. ABMA American Boiler Manufacturers Association; www.abma.com.
 - 4. ACI American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 5. ACPA American Concrete Pipe Association; <u>www.concrete-pipe.org</u>.
 - 6. AEIC Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 7. AGA American Gas Association; www.aga.org.
 - 8. AHAM Association of Home Appliance Manufacturers; www.aham.org.
 - 9. AHRI Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 - 10. AI Asphalt Institute; www.asphaltinstitute.org.
 - 11. AIA American Institute of Architects (The); www.aia.org.
 - 12. AISC American Institute of Steel Construction; www.aisc.org.
 - 13. AISI American Iron and Steel Institute; www.steel.org.
 - 14. AMCA Air Movement and Control Association International, Inc.; www.amca.org.
 - 15. ANSI American National Standards Institute; www.ansi.org.
 - 16. APA Architectural Precast Association; www.archprecast.org.
 - 17. ASCE American Society of Civil Engineers; www.asce.org.
 - 18. ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
 - 19. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
 - 20. ASME ASME International; (American Society of Mechanical Engineers); www.asme.org.
 - 21. ASSE American Society of Sanitary Engineering; <u>www.asse-plumbing.org</u>.
 - 22. ASSP American Society of Safety Professionals (The); www.assp.org.
 - 23. ASTM ASTM International; www.astm.org.
 - 24. ATIS Alliance for Telecommunications Industry Solutions; www.atis.org.
 - 25. AWI Architectural Woodwork Institute; www.awinet.org.
 - 26. AWPA American Wood Protection Association; www.awpa.com.
 - 27. AWS American Welding Society; www.aws.org.
 - 28. AWWA American Water Works Association; www.awwa.org.

- 29. BHMA Builders Hardware Manufacturers Association; www.buildershardware.com.
- 30. BIA Brick Industry Association (The); www.gobrick.com.
- 31. CFSEI Cold-Formed Steel Engineers Institute; www.cfsei.org.
- 32. CIMA Cellulose Insulation Manufacturers Association; www.cellulose.org.
- 33. CISCA Ceilings & Interior Systems Construction Association; www.cisca.org.
- 34. CISPI Cast Iron Soil Pipe Institute; <u>www.cispi.org</u>.
- 35. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
- 36. CPA Composite Panel Association; www.compositepanel.org.
- 37. CRRC Cool Roof Rating Council; www.coolroofs.org.
- 38. CRSI Concrete Reinforcing Steel Institute; <u>www.crsi.org</u>.
- 39. CSI Construction Specifications Institute (The); www.csiresources.org.
- 40. DASMA Door and Access Systems Manufacturers Association; www.dasma.com.
- 41. DHA Decorative Hardwoods Association; www.decorativehardwoods.org.
- 42. DHI Door and Hardware Institute; www.dhi.org.
- 43. ECA Electronic Components Association; (See ECIA).
- 44. ECAMA Electronic Components Assemblies & Materials Association; (See ECIA).
- 45. ECIA Electronic Components Industry Association; <u>www.eciaonline.org.</u>
- 46. EIA Electronic Industries Alliance; (See TIA).
- 47. EJMA Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
- 48. FM Approvals FM Approvals LLC; www.fmglobal.com.
- 49. FM Global FM Global; (Formerly: FMG FM Global); www.fmglobal.com.
- 50. FRSA Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
- 51. FSA Fluid Sealing Association; www.fluidsealing.com.
- 52. FSC Forest Stewardship Council U.S.; www.fscus.org.
- 53. GA Gypsum Association; <u>www.gypsum.org</u>.
- 54. GANA Glass Association of North America: (See NGA).
- 55. GS Green Seal; www.greenseal.org.
- 56. HI Hydraulic Institute; www.pumps.org.
- 57. HI/GAMA Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
- 58. HMMA Hollow Metal Manufacturers Association; (See NAAMM).
- 59. HPVA Hardwood Plywood & Veneer Association; (See DHA).
- 60. ICBO International Conference of Building Officials; (See ICC).
- 61. ICC International Code Council; www.iccsafe.org.
- 62. ICEA Insulated Cable Engineers Association, Inc.; www.icea.net.
- 63. ICPA International Cast Polymer Alliance; www.icpa-hq.org.
- 64. ICRI International Concrete Repair Institute, Inc.; www.icri.org.
- 65. IEC International Electrotechnical Commission; www.iec.ch.
- 66. IEEE Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
- 67. IES Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
- 68. IESNA Illuminating Engineering Society of North America; (See IES).
- 69. IEST Institute of Environmental Sciences and Technology; www.iest.org.
- 70. IGMA Insulating Glass Manufacturers Alliance; www.igmaonline.org.
- 71. ISFA International Surface Fabricators Association; www.isfanow.org.
- 72. ISO International Organization for Standardization; www.iso.org.
- 73. KCMA Kitchen Cabinet Manufacturers Association; www.kcma.org.
- 74. LMA Laminating Materials Association; (See CPA).
- 75. MBMA Metal Building Manufacturers Association; www.mbma.com.
- 76. MCA Metal Construction Association; www.metalconstruction.org.
- 77. MFMA Maple Flooring Manufacturers Association, Inc.; <u>www.maplefloor.org</u>.

- 78. MFMA Metal Framing Manufacturers Association, Inc.; <u>www.metalframingmfg.org</u>.
- 79. MHIA Material Handling Industry of America; www.mhia.org.
- 80. MMPA Moulding & Millwork Producers Association; www.wmmpa.com.
- 81. MPI Master Painters Institute; www.paintinfo.com.
- 82. MSS Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
- 83. NAAMM National Association of Architectural Metal Manufacturers; www.naamm.org.
- 84. NACE NACE International; (National Association of Corrosion Engineers International); (see AMPP).
- 85. NADCA National Air Duct Cleaners Association; www.nadca.com.
- 86. NAIMA North American Insulation Manufacturers Association; www.insulationinstitute.org.
- 87. NALP National Association of Landscape Professionals; www.landscapeprofessionals.org.
- 88. NBGQA National Building Granite Quarries Association, Inc.; www.nbgqa.com.
- 89. NCMA National Concrete Masonry Association; www.ncma.org.
- 90. NEBB National Environmental Balancing Bureau; www.nebb.org.
- 91. NECA National Electrical Contractors Association; www.necanet.org.
- 92. NeLMA Northeastern Lumber Manufacturers Association; www.nelma.org.
- 93. NEMA National Electrical Manufacturers Association; <u>www.nema.org</u>.
- 94. NETA InterNational Electrical Testing Association; www.netaworld.org.
- 95. NFPA National Fire Protection Association; www.nfpa.org.
- 96. NFPA NFPA International; (See NFPA).
- 97. NFRC National Fenestration Rating Council; www.nfrc.org.
- 98. NGA National Glass Association (The); www.glass.org.
- 99. NHLA National Hardwood Lumber Association; www.nhla.com.
- 100. NLGA National Lumber Grades Authority; www.nlga.org.
- 101. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
- 102. NRCA National Roofing Contractors Association; www.nrca.net.
- 103. NRMCA National Ready Mixed Concrete Association; www.nrmca.org.
- 104. NSF NSF International; www.nsf.org.
- 105. NSI National Stone Institute; www.naturalstoneinstitute.org.
- 106. NSPE National Society of Professional Engineers; www.nspe.org.
- 107. NSSGA National Stone, Sand & Gravel Association; www.nssga.org.
- 108. NWFA National Wood Flooring Association; www.nwfa.org.
- 109. PCI Precast/Prestressed Concrete Institute; www.pci.org.
- 110. PDI Plumbing & Drainage Institute; www.pdionline.org.
- 111. RCSC Research Council on Structural Connections; www.boltcouncil.org.
- 112. RFCI Resilient Floor Covering Institute; www.rfci.com.
- 113. SAE SAE International; www.sae.org.
- 114. SCTE Society of Cable Telecommunications Engineers; www.scte.org.
- 115. SDI Steel Deck Institute; www.sdi.org.
- 116. SDI Steel Door Institute; www.steeldoor.org.
- 117. SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
- 118. SJI Steel Joist Institute; www.steeljoist.org.
- 119. SMA Screen Manufacturers Association; www.smainfo.org.
- 120. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 121. SPFA Spray Polyurethane Foam Alliance; www.sprayfoam.org.

- 122. SPRI Single Ply Roofing Industry; www.spri.org.
- 123. SRCC Solar Rating & Certification Corporation; www.solar-rating.org.
- 124. SSINA Specialty Steel Industry of North America; www.ssina.com.
- 125. SSPC SSPC: The Society for Protective Coatings; <u>www.sspc.org</u>.
- 126. SWPA Submersible Wastewater Pump Association; <u>www.swpa.org</u>.
- 127. TCA Tilt-Up Concrete Association; www.tilt-up.org.
- 128. TCNA Tile Council of North America, Inc.; www.tileusa.com.
- 129. TEMA Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
- 130. TIA Telecommunications Industry Association (The); www.tiaonline.org.
- 131. TMS The Masonry Society; www.masonrysociety.org.
- 132. TPI Turfgrass Producers International; www.turfgrasssod.org.
- 133. TRI Tile Roofing Institute; www.tileroofing.org.
- 134. UL Underwriters Laboratories Inc.; www.ul.com.
- 135. UNI Uni-Bell PVC Pipe Association; www.uni-bell.org.
- 136. USGBC U.S. Green Building Council; <u>www.usgbc.org</u>.
- 137. WA Wallcoverings Association; www.wallcoverings.org.
- 138. WASTEC Waste Equipment Technology Association; www.wastec.org.
- 139. WCLIB West Coast Lumber Inspection Bureau; www.wclib.org.
- 140. WCMA Window Covering Manufacturers Association; www.wcmanet.org.
- 141. WDMA Window & Door Manufacturers Association; www.wdma.com.
- 142. WI Woodwork Institute; www.wicnet.org.
- 143. WSRCA Western States Roofing Contractors Association; www.wsrca.com.
- 144. WWPA Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
 - 1. IAPMO International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 - 2. ICC International Code Council; <u>www.iccsafe.org</u>.
 - 3. ICC-ES ICC Evaluation Service, LLC; <u>www.icc-es.org</u>.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
 - 1. COE Army Corps of Engineers; www.usace.army.mil.
 - 2. CPSC Consumer Product Safety Commission; www.cpsc.gov.
 - 3. DOC Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 - 4. DOD Department of Defense; www.quicksearch.dla.mil.
 - 5. DOE Department of Energy; <u>www.energy.gov</u>.
 - 6. EPA Environmental Protection Agency; <u>www.epa.gov</u>.
 - 7. FAA Federal Aviation Administration; www.faa.gov.
 - 8. FG Federal Government Publications; www.gpo.gov/fdsys.
 - 9. GSA General Services Administration; www.gsa.gov.
 - 10. HUD Department of Housing and Urban Development; www.hud.gov.
 - 11. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
 - 12. OSHA Occupational Safety & Health Administration; www.osha.gov.
 - 13. SD Department of State; www.state.gov.

- 14. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
- 15. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
- 16. USDA Department of Agriculture; Rural Utilities Service; <u>www.usda.gov</u>.
- 17. USDOJ Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
- 18. USPS United States Postal Service; www.usps.com.
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its

use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 6 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table and chairs.
 - 3. Drinking water and private toilet.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

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

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Obtain necessary permits from Authorities Having Jurisdiction.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment.
- I. Electronic Communication Service: Provide secure WiFi wireless connection to internet.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 - 1. Provide construction for temporary field offices, shops, and sheds located within construction area as permitted by Authority Having Jurisdiction that is noncombustible according to ASTM E136. Comply with NFPA 241.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 - 1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment.
- D. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touch up signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings, requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction and as indicated on Drawings. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations and as indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.

- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

- 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
- 2. Keep interior spaces reasonably clean and protected from water damage.
- 3. Periodically collect and remove waste containing cellulose or other organic matter.
- 4. Discard or replace water-damaged material.
- 5. Do not install material that is wet.
- 6. Discard and replace stored or installed material that begins to grow mold.
- 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, inservice performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
 - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

- 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 determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

- 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
- 2. Store products to allow for inspection and measurement of quantity or counting of units.
- 3. Store materials in a manner that will not endanger Project structure.
- 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
- 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.
- 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, 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 meeting requirements of the Contract Documents.
- 4. Where products are accompanied by the term "as selected," Architect will make selection.
- 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- 6. Or Equal: Products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," will be allowed at bid time. They shall comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect through Construction Manager in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:

- 1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
- 2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
- 3. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.

- a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
- b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
 - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 - 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.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
 - 1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of Work

B. Related Requirements:

- 1. Section 011000 "Summary" for coordination of Owner-furnished products and limits on use of Project site.
- 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 INFORMATIONAL SUBMITTALS

A. Certificates: Submit certificate signed by land surveyor, certifying that location and elevation of improvements comply with requirements.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. 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.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. 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 in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points

- promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
- 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb, and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 84 inches (2160 mm) in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.
 - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

- 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous construction waste.
 - 2. Recycling nonhazardous construction waste.
 - 3. Disposing of nonhazardous construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total nonhazardous solid waste generated by the Work. Facilitate recycling and salvage of materials.

PART 3 - EXECUTION

3.1 WASTE MANAGEMENT IMPLEMENTATION

- A. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
- C. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- D. Piping: Reduce piping to straight lengths and store by material and size. Separate supports, hangers, valves, sprinklers, and other components by material and size.
- E. Conduit: Reduce conduit to straight lengths and store by material and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

- 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
- 2. Polystyrene Packaging: Separate and bag materials.

- 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

- 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- C. Paint: Seal containers and store by type.
- D. Site-Clearing Wastes: Chip brush, branches, and trees on-site or at landfill facility.

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:

- 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
- 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- 3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

- 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
- 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
- 5. Submit testing, adjusting, and balancing records.
- 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Advise Owner of changeover in utility services.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along construction tools, and similar elements.
 - 9. Complete final cleaning requirements.
 - 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

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

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

1.6 LIST OF INCOMPLETE ITEMS (PUNCHLIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. 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 ceilings, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 - 4. Submit list of incomplete items in one of the following formats:
 - a. MS Excel Electronic File: Architect will return annotated file.
 - b. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit on digital media acceptable to Architect.

D. Warranties in Paper Form:

- 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

- d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
- e. Vacuum and mop concrete.
- f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- h. Remove labels that are not permanent.
- i. Wipe surfaces of mechanical and electrical and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- 1. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- n. Clean strainers.
- o. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 CORRECTION OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - a. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and two set(s) of file prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: 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 provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
- b. Accurately record information in an acceptable drawing technique.
- c. Record data as soon as possible after obtaining it.
- d. Record and check the markup before enclosing concealed installations.
- e. Cross-reference record prints to corresponding photographic documentation.
- 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - 1. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Drawings.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING".

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications 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.

- 3. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
- 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839