TOPEKA AND SHAWNEE COUNTY PUBLIC LIBRARY 1515 SW 10th Ave Topeka, KS 66604

Topeka and Shawnee County Public Library Parking Lot Improvements

Project Manual Project No. 2001.01-018

April 7, 2025



PROJECT MANUAL Project No. 2001.01-018 April 7, 2025

PROJECT Topeka and Shawnee County Public Library- Parking Lot Improvements

OWNER Topeka Public Library 1515 SW 10th Ave Topeka, KS 66604 785-580-4400

ARCHITECT HTK Architects, Inc. 900 S Kansas Ave, Suite 200 Topeka, KS 66612 785-266-5373

CIVIL ENGINEER United Engineering Group 4501 NW Oakley Ave., Ste 232 Topeka, KS 66618 785-224-7155

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REQUEST FOR PROPOSAL

April 7, 2025

PROJECT

Parking Lot Improvements – 1515 SW 10th Street Topeka, KS 66604

PROJECT DESCRIPTION

The Topeka and Shawnee County Public Library is a 21st-century, landmark library; most recently named the *Library Journal's* 2016 Library of the Year in the U.S. and Canada. The Library features the Alice C. Sabatini Gallery, the Millennium Café, Chandler Booktique (used bookstore), free meeting rooms, computer training and Internet access. Located in the heart of Shawnee County, the Library has a collection of more than 450,000 items and serves nearly 82,000 registered borrowers. About 3,000 people walk through the doors daily. Bookmobiles make about 25 stops six days a week traveling across the county and the Library provides services to 40 senior living facilities and 130 homebound individuals. The Digital Branch Library, www.tscpl.org, serves customers' needs 24/7.

The work includes removal and replacement of existing concrete drive aisles, Removal and replacement of broken curbs and gutters, Milling and overlay of existing Asphalt paving and cleaning and sealing of existing cracks.

BID RECEIVING

Date: Wednesday, May 7, 2025 Time: 2:00 PM CDT Place: TEAMS attendance online or call 1-347-991-6844 Meeting ID: 295 750 003 794 Conference ID: 263897296# Password: HY7Xo6yq

TIMELINE OF BID PROCESS

RFP Issued:	April 7, 2025
Optional Site Visit:	April 24, 2025, at 9:00 AM CDT
Submission of Bidder Questions*	April 30, 2025, at 4:00 PM CDT
Bid Receiving:	May 7, 2025, at 2:00 PM CDT; bids must be
	received prior to this time

Board Consideration of Award:

May 15, 2025, 4:00 PM CDT; bidders do not need to be present at the Board

Notification of Decision to Bidders: Contract Awarded: Project Completion Date: meeting on or before May 16, 2025, (via email) Upon final legal approval as indicated by the contractor on the bid form; Substantial Completion must be achieved by October 3, 2025.

*Bidder questions must be submitted to the Project Coordinator in writing, preferably by email.

OWNER

Topeka & Shawnee County Public Library 1515 S.W. 10th Avenue Topeka, KS 66604-1374

Project Coordinator:

Thad Hartman, Chief of Staff P: 785-580-4481 E: thartman@tscpl.org

INSTRUCTIONS TO BIDDERS

Date: April 7, 2025

PROJECT: Parking Lot Improvements

DEFINITIONS:

Bidding documents include Invitation to Bid, Instructions to Bidders, and Bid Form including any Addenda issued prior to bid receiving.

Definitions set forth in the General Conditions of the Contract for Construction AIA Document A-105, 2017 Edition, are applicable in these Instructions to Bidders.

ADDENDA:

Addenda are written or graphic instruments issued prior to bid receiving which modify or interpret the bidding documents, including specifications, additions, deletions, clarifications, or corrections.

Prior to bid receiving, Addenda will be posted on the Owner's website and each Bidder recorded by the Owner as having received the bidding documents will be notified.

Bidders shall acknowledge receipt of Addenda on the Bid Form.

Any questions or requests for information by interested bidders must be submitted in writing to the Project Coordinator, preferably by email, and will be posted on the library's webpage as a public document for anyone's review.

EXAMINATION OF BIDDING DOCUMENTS:

Each Bidder shall examine the bidding documents carefully. Any interpretation or correction will be issued as an Addendum by the Owner. ONLY A WRITTEN INTERPRETATION OR CORRECTION BY ADDENDUM SHALL BE BINDING.

SITE VISIT (OPTIONAL):

Each Bidder shall have the opportunity to visit the site. The site visit will be held at the area to be renovated, 1515 SW 10th Ave. Topeka, KS. Acknowledge site visit on the BID FORM. Bidders will meet at the Library Entry Rotunda and be escorted to the meeting location.

BID PREPARATION

A single lump sum bid will be received for a single licensed in Topeka General Contract for the completion of all work outlined in the Contract Documents. Additionally, there are multiple alternates for which changes to the base bid are requested on the Bid Form.

The Owner is a political subdivision of the State of Kansas, eligible for government contract prices, and is exempt for the Kansas Retailers' Sales Tax Act and Kansas Compensating Tax Act under the provisions of Kansas Statutes Annotated (K.S.A.) Supplement 79-3606(b).

Bids shall be made upon the BID FORM included with these specifications. Fill in all blanks on the BID FORM clearly with typewriter or ink. Erasures or other changes in a bid must be explained or noted over the signature of the Bidder. Signature shall be in longhand by a principal duly authorized to sign contracts. Bids shall contain no alterations or recapitulation of the work.

The Owner reserves the right to: (1) waive any informalities or minor defects in the bids or bidding procedures; (2) reject any or all bids; (3) rebid the project at a later date if bids are rejected; and (4) accept the bid that, in the judgment of the Topeka & Shawnee County Public Library, will be in the best interest of the Library, whether or not said bid is the lowest bid.

Bidders may not use omissions or errors in the Specifications or other contract documents to their advantage. The Owner reserves the right to issue new instructions correcting any such errors or omissions, which new instructions shall be treated as if originally included.

The Owner may make any investigation it deems necessary to determine the ability of the Bidder to perform the work. Bidders shall furnish information for this purpose to the Owner upon request. The Owner reserves the right to reject any bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the Owner that the Bidder has the proper qualifications, experience, equipment, manpower, or financial and managerial capability to carry out the obligations of the contract agreement or to perform the work as specified.

The Bidder shall be paid in accordance with contract agreement upon award.

Bids shall be prepared and submitted in accordance with these INSTRUCTIONS TO BIDDERS.

Mail, deliver or email the BID FORM to:

Thad Hartman Chief of Staff TOPEKA & SHAWNEE COUNTY PUBLIC LIBRARY 1515 S.W. 10th Avenue Topeka, KS 66604-1374 P: 785-580-4481

- a. Email Bid submission to <u>thartman@tscpl.org</u> and copy <u>rja@htkarchitects.com</u>
 1. Email subject: TSCPL Parking Lot Improvements
- b. Within five days of the bid, bid results will be available from Maddie Safford at rja@htkarchitects.com.
- c. Once a bid has been submitted, you should receive an email back from rja@htkarchitects.com. If you do not receive this email, please contact Maddie at 785-266-5373 to verify your bid has been received.
- d. Attendance at the bid receiving is not required. Bids will be read out loud, recorded and a bid tabulation will be emailed to those who submit bids.
- e. Bids may be mailed, emailed, or be hand delivered by scheduled bid opening.
 - If submitting a paper BID FORM, enclose the BID FORM in a sealed opaque envelope bearing the legend:

BID FORM	1 5 5
Project:	Parking Lot Improvements
Bidder:	(your company name)
Address:	(your company address)

COORDINATOR: The Coordinator shall assume general coordination and direction of the project. The Coordinator is:

Thad Hartman Chief of Staff P: 785-580-4481 E: <u>thartman@tscpl.org</u>

REQUEST FOR PROPOSAL

BID SECURITY

Bid Security, consisting of a bid bond, certified check, or cashier's check on a solvent bank, shall be enclosed with each bid in the amount of five (5) percent of the Base Bid.

Bid Security shall be made payable, without conditions, to as a guarantee that the Bidder, if awarded the contract, will promptly execute the formal contract in accordance with the Bid and Contract Documents, and that he will furnish the special bonds for the faithful performance thereof. Bid Securities will be retained until the contract is awarded or other disposition is made thereof.

Bid Security may be forfeited as liquidated damages for all costs, delay, and other expenses created if the successful bidder fails to execute the contract and furnish the Certificate of Insurance and Bonds as required in by the Contract Documents.

BOND / INSURANCE REQUIREMENTS

Within seven (7) days of the notification of intent to issue a contract, the selected Bidder shall furnish the following:

- 1) A Performance Bond in the amount of 100 percent of the contract price.
- 2) A Statutory (Material and Labor Payment) Bond in the amount of 100 percent of the contract price.
- 3) Evidence satisfactory to Owner that Contractor's insurance coverages have been secured.

Furnish bonds on forms and with sureties approved by the Owner and authorized to transact business in Kansas.

Furnish Owner, through the Architect, with two copies each of the Performance Bond and Insurance Certificate.

Contractor shall file Statutory Bond and pay fee to clerk of district court of the county in which the project is constructed. Furnish Owner, through the Architect, with two copies of Statutory Bond indicating that the bond has been duly filed with clerk of the district court.

BIDDER'S REPRESENTATION:

The Bidder, by responding to this bid, represents that

- 1. The Bidder read and understood the INSTRUCTIONS TO BIDDERS.
- 2. The Bidder carefully examined all bidding documents pertaining to the project.
- 3. The Bidder acknowledges receipt of Addenda, if any.
- 4. The Bidder acknowledges the option to visit the site.

BID RECEIVING:

The Owner will receive and publicly open and read bid proposal forms at the time and place indicated in the REQUEST FOR PROPOSAL.

The bid proposal shall include all costs for labor, materials, equipment, services and incidentals necessary to complete the work as represented in the Contract Documents.

No oral or telephone bids will be considered. Modifications by telephone will be considered only on BID FORMS delivered to Owner prior to time set for bid receiving.

BID WITHDRAWAL:

A Bidder may withdraw a BID FORM in writing, including via email, to Owner prior to time fixed for bid receiving.

REQUEST FOR PROPOSAL

Unless otherwise provided in any supplement to these REQUST FOR PROPOSAL, no Bidder shall modify, withdraw, or cancel the bid, or any part thereof, for thirty (30) calendar days after the date for receiving bids.

EVALUATION CRITERIA:

The Owner intends to accept the bid that, in the judgment of the Topeka & Shawnee County Public Library, will be in the best interest of the Library, whether or not said bid is the lowest bid. Criteria that shall be taken into consideration shall include, but not be limited to: the proposed cost, prosed time of completion, experience and competency of the contractor, demonstrated performance to complete similar work, capacity to complete work on time, and competency of proposed subcontractors to be utilized.

AWARD OF CONTRACT:

The approved bidder must be prepared to provide a service/purchase contract upon notification of bid approval. A contract will be awarded as soon as possible to the responsible Bidder submitting the lowest acceptable bid or as selected by the board, provided:

- 1. Evidence of the experience, qualifications and fiscal responsibility of the Bidder and the time of completion are all acceptable to the Owner.
- 2. The total of acceptable bids is within the Owner's financial budget for the project.
- 3. The contract is legally acceptable.
- 4. Display of project schedule.

REJECTION OF BIDS:

The Bidder acknowledges the Owner's right to reject any or all bids and to waive any formality or irregularity in any bid received. The Bidder recognizes the Owner's right to reject any bid which fails to submit the data required by the bidding documents or is in any way incomplete or irregular. An award to the lowest Bidder is not required.

PROPOSED SCOPE OF WORK:

Please refer to page 1 of this Request for Proposal for a brief summary of the proposed scope of work.

The complete scope of work to be completed by the contractor is represented in the Contract Documents dated Tuesday, August 13, 2024.

SPECIFICATIONS:

Drawings and specifications will be issued digitally and must be obtained from the Topeka, and Shawnee County Public Library web site at <u>https://tscpl.org/about/request-for-proposals</u> This is the official location for project bid information.

CAD files of the Drawings will NOT be available for bidding.

BID FORM

Owner: Topeka & Shawnee County Public Library 1515 S.W. 10th Avenue Topeka, KS 66604-1374

Bidder Name: _____

BASE BID

In compliance with the invitation and instructions to Bidders, the undersigned proposes to provide all labor, materials, equipment services, and incidentals necessary for the complete construction of the Project in accordance with the Construction Documents at the prices stated below. The Undersigned agrees to perform all Work indicated on the Drawings and described in the Specifications and Addenda thereto for the complete construction for the total sum of:

dollars (\$)

ALTERNATE PRICES

For changes to the scope of work as described in the Schedule of Alternates, Division 1, the Undersigned agrees to modify the Base Bid as itemized below:

Alternate No.	Brief Description	Add
Alt 1.	New Roadway Inlet	\$
Alt 2.	Southeast Asphalt Overlay & Repairs	\$
Alt 3.	Southwest Asphalt Overlay & Repairs	\$
ADDENDA Receipt is ackno	owledged of Addenda numbers	
OPTIONAL SIT	E VISIT: A representative chose to visit. YES _	NO

TIME OF COMPLETION

Project is estimated to be Substantially Complete by October 3, 2025. Bidder to indicate anticipated date of substantial completion if differs from above.

Date of Anticipated Substantial Completion_____

MAJOR SUBCONTRACTORS

The undersigned lists and identifies the major subcontractors included as part of this Bid, and further agrees that in the event of receiving the Awarded Contract for the work identified and listed, and contingent on their being acceptable to the Owner, they will be included as a part of the written contract. If award of Alternates affects subcontractors shown, list other subcontractors as applicable for each type of work and combination of Alternates.

Proposed Superintendent

Bid form continues:

CONTRACT

If notified of the acceptance of this bid within forty five (45) calendar days of the time set for opening of bids, Undersigned agrees to execute The *General Conditions of the Contract for Construction*, AIA 105 – 2017, and supplementary conditions, within (7) calendar days of receipt of such notification and in accordance with the bid and the Contract Documents.

BOND

The Undersigned agrees, if awarded the Contract, to execute and deliver to the Architect at the time of Contact Signing a Performance Bond and Labor and Materials Payment Bond in the amounts equal to 100% of the Contract Sum as set forth in the Instructions to Bidders.

DECLARATION

The undersigned hereby declares the bid specifications have been carefully examined, and this proposal is submitted in compliance therewith. The undersigned understands that competence and responsibility, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and waive technicalities concerning the bid proposals received as it may be in the Owner's best interest to do so.

Authorized Representative's Signature	Date
Title	Telephone
Company	Fax
Street Address	E-Mail
City/State/Zip	

RAFT AIA Document A105[™] - 2017

Standard Short Form of Agreement Between Owner and Contractor

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

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

«Topeka and Shawnee County Public Library» «1515 SW 10th Street» «Topeka, KS 66604»

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

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

«Topeka and Shawnee County Public Library» «Parking Lot Improvements»

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

«HTK Architects, Inc.» «900 S. Kansas Ave., Suite 200» «Topeka, KS 66612»

The Owner and Contractor agree as follows.



ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- this Agreement signed by the Owner and Contractor; .1
- .2 the drawings and specifications prepared by the Architect, dated «April 7, 2025 », and enumerated as follows:

Drawings:		
Number	Title	Date
Specifications:		
Section	Title	Pages
Occuon		l ages
addenda prepared by the	Architect as follows:	
Number	Date	Pages
		-

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and



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.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. (Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

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

[**« X »**] By the following date: «Octover 3, 2025»

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« »(\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: (Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:

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

ltem	1	Units and Limitations	Price per Unit (\$0.00)

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ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

«Payments shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (Insert rate of interest agreed upon, if any.)

«0 » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «one million dollars» (\$ «1,000,000.00») each occurrence, «two million dollars» (\$ «2,000,000.00») general aggregate, and «two million dollars» (\$ «2,000,000») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «one million dollars» (\$ «1,000,000») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than «one million dollars» (\$ «1,000,000.00») each accident, «one million dollars» (\$ «1,000,000.00») each employee, and «one million dollars» (\$ «1,000,000») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
N/A	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

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§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. (Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

«Electronic Notice is declined. Provide written notice.»

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of

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such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

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§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

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§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- is otherwise guilty of substantial breach of a provision of the Contract Documents. .4

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- take possession of the site and of all materials thereon owned by the Contractor, and .1
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

At no time shall Contractor permit any lien or encumbrance arising out of Contractor's performance of this Agreement to attach to Owner's real estate.

This Agreement entered into as of the day and year first written above. (If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title) LICENSE NO.: JURISDICTION:

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SECTION 006021 - SUPPLEMENTARY CONDITIONS

- General Conditions: Instruction to Bidder, Bid Form, Addenda and The Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A105, 2017 Edition, Articles 1 through 17 inclusive, is a part of this contract.
- 2. Supplements:

The following supplements modify, change, delete from or add to the The Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A105, 2017 Edition. Where any article of the Agreement is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

- In the following Articles contained in Agreement wherever "Architect" is referenced the word "Architect" shall be deleted and "Owner" or "Owners Representative" shall be added; Articles 9.2, 9.4, 9.5, and 9.6.
- 4. Add Paragraph 1.2:

"The work referred to in these documents consists of the furnishing of all labor, materials and equipment for the complete installation of all work as specified herein and shown on the drawings, including delivery, unloading, uncrating, assembling, setting-in-place, leveling, adjustment, completely installing and cleaning up of any debris.

"The work shall be in strict accordance with the Drawings and Specifications.

"The Contractor shall thoroughly investigate all local trade jurisdictional rulings and shall be held completely responsible for the settlement of any disputes arising from fabrication, installation, or completion of the Work under this Contract."

- 5. Article 5.1.6: Change "contractor" to "owner"; "The OWNER shall provide builder's risk insurance to cover the value of the entire project on a replacement cost basis.
- 6. Subparagraph 5.1.7

_ist the Following Types of Insurance or Bonds to be provided by the Contractor:				
Types of Insurance or Bond	Limit of liability or bond amount			
Liability Insurance	Reference Draft Contract and specifications			
Bid Bond	100% of Contract Amount			
Performance Bond	100% of Contract Amount			
Payment Bond	100% of Contract Amount			
Statutory Bond	100% of Contract Amount			

Contractor's Commercial General Liability policy must name **Topeka and Shawnee County Public Library** as an additional insured; the policy must also include a Waiver for Subrogation in favor of **Topeka and Shawnee Country Public Library**.

Contractor shall provided Topeka and Shawnee County Public Library prior to commencement of work, A Certificate of Insure provided evidence that required coverages are in force and will not be cancelled within at least 30 days notice to Topeka and Shawnee Country Public Library. Contractor and Subcontractor shall evidence required insurance coverages on the Certificate of Insurance (AIA Document G705) or other certificate approved as to form by Owner.

- 7. Article 7: Add the following
 - "7.5 ARCHITECT'S COMPENSATION FOR SERVICES TO REMEDY DEFECTIVE WORK

When the Architect's Additional services are required because of defective Work, neglect, failure, deficiencies, or default by the Contractor, the Architect's compensation for such services shall be based on the Architect's invoice to the Owner. The invoice, when approved by the Owner, along with other cost, damages and liabilities incurred by the Owner or the Architect, shall be the basis for adjusting the Contract Sum, by Change Order, to compensate the Owner for the Architect's Additional Services."

- 8. Subparagraph 8.1.2: To the end of the paragraph add the following: "General Contractor shall assume general coordination and direction of the project. Each Contractor shall cooperate with other contractors on the Work and install his work in sequence to facilitate and not delay the installations of such other contractors. The Architect is neither the coordinator nor the expeditor of the work of the various contracts. The Owner will provide for coordination of the activities of the Owner's own forces."
- 9. Subparagraph 8.1.3: Add the following: "Insofar as the Contract Documents have been prepared in accordance with applicable laws, statutes, building codes and regulations, the Contractor shall execute the work in accordance with their intent and with said laws, statutes, building codes and regulations. Refer to Section 014200 and other applicable portions of the Contract Documents for specific requirements."
- 10. Subparagraph 8.1.4: Add the following: "If the Contractor performs any construction activity knowing it involves a recognized error, inconsistence or omission in the Contract Documents without such notice to the Architect, the Contractor shall thereby assume responsibility for performance and shall bear the attributable cost for correction."
- 11. Paragraph 8.5 Warranty:

Add Subparagraph 8.5.1: The Contractor shall and does hereby guarantee all work for a period of one (1) year from the Date of Substantial Completion of the Work. All movable or adjustable parts shall remain in good working order, including hardware, apparatus, electrical and all other equipment. Nothing in the above intends or implies that this guarantee shall apply where damage occurs due to improper maintenance or operation, or to normal wear and usage. *"This obligation shall survive termination of the Contract. This provision does not alter or waive any implied warranties which may arise."*

12. Paragraph 8.5 Warranty:

Add Subparagraph 8.5.2: "If the Contractor has received notice within one year after the date of substantial completion, the Contractor's obligation to correct nonconforming work shall still be due, notwithstanding the expiration of the notification period.

13. Paragraph 8.5 Warranty:

Add Subparagraph 8.5.3: All warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work or designated portions thereof, or for work first completed after Substantial Completion, on the date of it's acceptance, unless some other commencement date is specifically referenced elsewhere in the contract documents for a specific warranty. The Contractor shall be required to secure any extended warranties or special riders to standard warranties which are required to comply with these requirements."

"If the Contractor has received notice within one year after the date of substantial completion, the Contractor's obligation to correct nonconforming work shall still be due, notwithstanding the expiration of the notification period.

14. Paragraph 8.6 Taxes, Omit and replace with: The owner is a political subdivision of the State of Kansas, eligible for government contract prices, and is exempt from the Kansas Retailer's State Tax Act and Kansas Compensating Tax Act under the provisions of Kansas Statues Annotated (K.S.A.) Supplement 79-3606(b). After bidding, the owner will provide a sale exemption number to the contractor.

- 15. Add Subparagraph 8.9.1. "8.9.1 Protection of construction materials and equipment and Owner furnish materials and equipment to be incorporated in the Work stored at the Project site from weather, flood, environmental conditions, theft, damage and all other adversity is solely the responsibility of the Contractor."
- 16. Add Subparagraph 8.9.2

"8.9.2 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances, and parking areas other than those designated by the Owner. The Contractor shall comply with all rules promulgated by the Owner in connection with the use and occupancy of the Project site as amended for time to time."

17. Paragraph 8.12: Add the following:

"8.12.2: Notwithstanding Subparagraph 8.12, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising from or resulting from blasting activities at the site of the Work, irrespective of the degree of care utilized by the Contractor, a Subcontractor, or anyone directly or indirectly employed by them, in the course of performing those blasting activities."

18. Subparagraph 10.1: Add the following to the second sentence:

"... plus a reasonable credit for overhead and profit, but in no case less than 75% of the amount which would be included for an increase in the Contract Sum, unless otherwise substantiated by the Contractor and approved by the Architect."

19. Paragraph 10.3.1: Add the following subparagraph:

"10.4: The allowance for combined overhead and profit to be included in the total cost to the Owner for any of the methods for determining adjustments to the Contract Sum shall not exceed the following schedule:

- 1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
- 2. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
- 3. For each Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
- 4. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- 5. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed in 7.3.7. Where major cost items are Subcontracts, they shall also be itemized. In no case will a change involving more than \$500.00 be approved without such itemization."
- 20. Add paragraph 11.4

The average number of calendar days, including weekends and holidays, during which adverse weather shall be anticipated for the general locale of this project are listed belowfor each month of the year.

WEATHER ZONE 3) COUNTIES OF ANDERSON, BROWN, CHASE, COFFEY, DOUGLAS, FRANKLIN, GEARY, JACKSON, JEFFERSON, LYON, MARSHALL, MORRIS, NEMAHA, OSAGE, POTTAWATOMIE, RILEY, **SHAWNEE**, AND WABUNSEE

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
5	5	8	10	11	9	8	7	7	6	5	5

21. Add paragraph 11.5

LIQUIDATED DAMAGES

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay following the established contract completion date until the Work is substantially complete. Such sum shall be deducted from the contract amount by contract change order or directive prior to the final payment.

Liquid Damages Amount per Calendar Day: \$550.

22. Subparagraph 12.2.2: Add the following:

"12.2.2.1. Ten percent of the certified amount completed shall be withheld as retainage. If the Owner and Architect are satisfied with the Contractor's progress and quality of the work when the entire work of the contract has been determined to be Substantially Complete by the Architect, the Contractor may request that the retainage be reduced to five (5) percent of the total contract amount on remaining payment requests. Prior to any reduction in the retained percentage or amount, the Contractor shall be required to submit a completed AIA Document G707A, Consent of Surety to Reduction In or Partial Release of Retainage. The Owner and Architect reserve the right to reinstate the full ten (10) percent retainage of the certified amounts completed on future payment requests if the work falls behind the construction progress schedule or is not in or portions thereof found not in conformance with the intent of the Contract Documents.

12.2.2.2. The Contractor shall not permit any lien to attach to Library property."

23. Article 12: Add the following:

"12.7 CONTRACTOR'S ACKNOWLEDGMENT AND CERTIFICATION

"12.7.1 With each pay application, the Contractor shall provide Owner with a statement under oath certifying that Contractor has paid all subcontractors the sums due and owing to Subcontractors as evidenced by prior Applications for Payment. Contractor shall not be entitled to receive any further payments pursuant to the Agreement unless and until Contractor is in compliance with the terms of this paragraph. Contractor acknowledges the right of Owner to advise subcontractors and sub-subcontractors that Owner has made a Progress Payment or has made Final Payment to the Contractor."

 Subparagraph 13.1: Add the following:
 "13.1.2 Notwithstanding any reference to any rule or regulation, neither the Architect nor the Owner shall assume any duty to provide supervision of construction methods or processes or to enforce compliance with any safety regulations."

END OF SUPPLEMENTARY CONDITIONS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Project Information.
 - 2. Work covered by the Contract Documents.
 - 3. Type of the Contract.
 - 4. Work phases.
 - 5. Work under other contracts.
 - 6. Owner-furnished products.
 - 7. Use of premises
 - 8. Owner's occupancy requirements
 - 9. Work restrictions
 - 10. Specification formats and conventions
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Topeka & Shawnee County Public Library Parking Lot Improvements
 - 1. Project Location: 1515 SW 10th Street, Topeka, KS 66604
- B. Owner: Topeka & Shawnee County Public Library
 - 1. Owner's Address: 1515 SW 10th Street, Topeka, KS 66604
 - 2. Owner's Representative: Thad Hartman. 785-580-4481. thartman@tscpl.org
- C. Architect: HTK Architects, 900 Kansas Ave., Suite 200, Topeka, KS 66612
- D. The Work consists of the following:
 - 1. The work includes demolition and replacement of existing concrete drive lanes of the parking lot on the south side of the Library and replacement of damaged curb abd guttering along with the installation of a new inlet with connection to the existing storm sewer system. Work may include milling and overlay of existing asphalt areas and the cleaning and sealing of existing asphalt cracks.

1.4 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract with a General Contractor.

1.5 WORK PHASES

- A. The phasing of demolition activities shall be directed by the General Contractor and coordinated with notes provided in the drawings.
- B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

1.6 WORK UNDER OTHER CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.7 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Owner will occupy property during construction.
 - 2. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Schedule deliveries to not interfere with the owner's bus drop off & pick up schedule.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.

- 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
- 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
- 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 01 2300 – ALTERNATE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- 3.1 SCHEDULE OF ALTERNATES
 - A. Alternate No. 1: New Roadway Inlet 1. Base Bid: None
 - 2. Alternate: Provide new Roadway inlet and connection to existing storm inlet at NW drive entrance as indicated on drawings.
 - B. Alternate No. 2: Southeast Asphalt Overlay and Repairs1. Base Bid: None
 - 2. Alternate: Mill and overlay existing asphalt parking. Clean and seal existing cracking. Replace damaged curb and gutter as indicated on the drawings.
 - C. Alternate No. 3: Southwest Asphalt Overlay and Repairs
 - 1. Base Bid: None
 - 2. Alternate: Mill and overlay existing asphalt parking. Clean and seal existing cracking. Replace damaged curb and gutter as indicated on the drawings.

END OF SECTION 01 2300

SECTION 01 2500 - 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 three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation 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. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.

- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. 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.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- I. 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.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor 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: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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SECTION 01 2600 - 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.

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.
 - e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary", and Form 13.6C, "Proposal Worksheet Detail."
- 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.
- 7. Proposal Request Form: Use CSI 13.6D, "Proposal Worksheet Summary", and Form 13.6C, "Proposal Worksheet Detail."

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on State of Kansas OFPM Form 460.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01 2900 - 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 guantity. Use information indicated in the Contract Documents to determine guantities.
 - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. 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.
 - 7. 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. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application for Payment Portions of Work: The Contractor will provide a separate application for payment for work occurring in the existing building should any of the alternates for that area be accepted. Only two applications for payment will be required no matter which alternates are accepted, one for the work associated with the addition and one for work associated with the existing building.
- 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 one signed and notarized original pdf copy of each Application for Payment to Architect and Owner's Representative by a method ensuring receipt. 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. 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. Submittal schedule (preliminary if not final).
 - 5. List of Contractor's staff assignments.
 - 6. Performance and payment bonds.
- H. 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.
- I. 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. AIA Document G707.
- 7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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SECTION 01 3100 - 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. RFIs.
 - 3. 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 DEFINITIONS

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

1.3 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.

1.4 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.

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor 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. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. 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.
- 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 in writing within 10 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 monthly. Software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Architect's Data Files Not Available: Architect will not provide Architect's BIM model or CAD drawing digital data files for Contractor's use during construction.

1.7 PROJECT MEETINGS

- A. General: 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; suppliers; 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.

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- 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.
- I. Preparation of Record Documents.
- m. Use of the premises and existing building.
- 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. Security.
- x. Progress cleaning.
- 3. Minutes: The Architect is responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Possible conflicts.
 - f. Compatibility requirements.
 - g. Time schedules.
 - h. Compatibility of materials.
 - i. Acceptability of substrates.
 - j. Space and access limitations.
 - k. Installation procedures.
 - I. Coordination with other work.
 - m. Required performance results.
 - n. Protection of adjacent work.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly 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:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 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: The Contractor's responsible for conducting the meeting 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)

SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF file.

- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Use-of-premises restrictions.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

- E. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Testing and inspection.
 - 8. Accidents.
 - 9. Meetings and significant decisions.
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.

CONSTRUCTION PROGRESS DOCUMENTATION

- 16. Services connected and disconnected.
- 17. Equipment or system tests and startups.
- 18. Partial completions and occupancies.
- 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. 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 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. PDF 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. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Construction Manager.
 - 3. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling.

1.4 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.
- 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 15 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 15 days for review of each resubmittal.
- 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, and 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.

1.5 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.

SUBMITTAL PROCEDURES

- 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.
 - 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. PDF Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- 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. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.

- 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain One Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- 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.

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- 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 primers and substrate preparation needed for adhesion.
 - 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.

1.6 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 a uniform approval stamp. 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 and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

1.7 ARCHITECT'S REVIEW

- A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, 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)

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner's Consultant.
- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. 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.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.

- 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 12. Name and signature of laboratory inspector.
- 13. Recommendations on retesting and reinspecting.
- B. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing ency to perform these quality-control services.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. 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 Division 01 Section "Submittal Procedures."
- C. 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.
- D. Testing Agency Responsibilities: Cooperate with Owner's Consultant and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Owner's Consultant and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar qualitycontrol service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.

- 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
- 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owner, Owner's Consultant, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as follows:
 - 1. Notifying Owner's Consultant 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 Owner's Consultant 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. 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 Owner's Consultant.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Owner's Consultant's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

- 1. Provide materials and comply with installation requirements specified in other Specification Sections 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 Division 01 Section "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.

SECTION 01 4200 - 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.
- 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.
 - 1. AABC Associated Air Balance Council; <u>www.aabc.com</u>.
 - 2. AAMA American Architectural Manufacturers Association; <u>www.aamanet.org</u>.
 - 3. AAPFCO Association of American Plant Food Control Officials; <u>www.aapfco.org</u>.
 - 4. AASHTO American Association of State Highway and Transportation Officials; <u>www.transportation.org</u>.
 - 5. AATCC American Association of Textile Chemists and Colorists; <u>www.aatcc.org</u>.
 - 6. ABMA American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ABMA American Boiler Manufacturers Association; <u>www.abma.com</u>.
 - 8. ACI American Concrete Institute; (Formerly: ACI International); <u>www.abma.com</u>.
 - 9. ACPA American Concrete Pipe Association; <u>www.concrete-pipe.org</u>.
 - 10. AEIC Association of Edison Illuminating Companies, Inc. (The); <u>www.aeic.org</u>.
 - 11. AF&PA American Forest & Paper Association; www.afandpa.org.
 - 12. AGA American Gas Association; <u>www.aga.org</u>.
 - 13. AHAM Association of Home Appliance Manufacturers; <u>www.aham.org</u>.
 - 14. AHRI Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 - 15. AI Asphalt Institute; www.asphaltinstitute.org.
 - 16. AIA American Institute of Architects (The); www.aia.org.
 - 17. AISC American Institute of Steel Construction; www.aisc.org.
 - 18. AISI American Iron and Steel Institute; <u>http://www.steel.org</u>.
 - 19. AITC American Institute of Timber Construction; <u>www.aitc-glulam.org</u>.
 - 20. AMCA Air Movement and Control Association International, Inc.; <u>www.amca.org</u>.
 - 21. ANSI American National Standards Institute; www.ansi.org.
 - 22. AOSA Association of Official Seed Analysts, Inc.; <u>www.aosaseed.com</u>.
 - 23. APA APA The Engineered Wood Association; www.apawood.org.
 - 24. APA Architectural Precast Association; <u>www.archprecast.org</u>.
 - 25. API American Petroleum Institute; www.api.org.
 - 26. ARI Air-Conditioning & Refrigeration Institute; (See AHRI).
 - 27. ARI American Refrigeration Institute; (See AHRI).
 - 28. ARMA Asphalt Roofing Manufacturers Association; <u>www.asphaltroofing.org</u>.
 - 29. ASCE American Society of Civil Engineers; <u>www.asce.org</u>.
 - 30. ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
 - 31. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
 - 32. ASME ASME International; (American Society of Mechanical Engineers); www.asme.org.
 - 33. ASSE American Society of Safety Engineers (The); www.asse.org.
 - 34. ASSE American Society of Sanitary Engineering; www.asse-plumbing.org.
 - 35. ASTM ASTM International; <u>www.astm.org</u>.
 - 36. ATIS Alliance for Telecommunications Industry Solutions; www.atis.org.
 - 37. AWEA American Wind Energy Association; www.awea.org.
 - 38. AWI Architectural Woodwork Institute; www.awinet.org.
 - 39. AWMAC Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
 - 40. AWPA American Wood Protection Association; <u>www.awpa.com</u>.
 - 41. AWS American Welding Society; <u>www.aws.org</u>.
 - 42. AWWA American Water Works Association; <u>www.awwa.org</u>.
 - 43. BHMA Builders Hardware Manufacturers Association; <u>www.buildershardware.com</u>.
 - 44. BIA Brick Industry Association (The); <u>www.gobrick.com</u>.
 - 45. BICSI BICSI, Inc.; <u>www.bicsi.org</u>.

- 46. BIFMA BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
- 47. BISSC Baking Industry Sanitation Standards Committee; www.bissc.org.
- 48. BWF Badminton World Federation; (Formerly: International Badminton Federation); <u>www.bissc.org</u>.
- 49. CDA Copper Development Association; <u>www.copper.org</u>.
- 50. CEA Canadian Electricity Association; www.electricity.ca.
- 51. CEA Consumer Electronics Association; <u>www.ce.org</u>.
- 52. CFFA Chemical Fabrics and Film Association, Inc.; <u>www.chemicalfabricsandfilm.com</u>.
- 53. CFSEI Cold-Formed Steel Engineers Institute; <u>www.cfsei.org</u>.
- 54. CGA Compressed Gas Association; <u>www.cganet.com</u>.
- 55. CIMA Cellulose Insulation Manufacturers Association; <u>www.cellulose.org</u>.
- 56. CISCA Ceilings & Interior Systems Construction Association; www.cisca.org.
- 57. CISPI Cast Iron Soil Pipe Institute; <u>www.cispi.org</u>.
- 58. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
- 59. CPA Composite Panel Association; <u>www.pbmdf.com</u>.
- 60. CRI Carpet and Rug Institute (The); <u>www.carpet-rug.org</u>.
- 61. CRRC Cool Roof Rating Council; <u>www.coolroofs.org</u>.
- 62. CRSI Concrete Reinforcing Steel Institute; <u>www.crsi.org</u>.
- 63. CSA Canadian Standards Association; <u>www.csa.ca</u>.
- 64. CSA CSA International; (Formerly: IAS International Approval Services); <u>www.csa-international.org</u>.
- 65. CSI Construction Specifications Institute (The); www.csinet.org.
- 66. CSSB Cedar Shake & Shingle Bureau; <u>www.cedarbureau.org</u>.
- 67. CTI Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
- 68. CWC Composite Wood Council; (See CPA).
- 69. DASMA Door and Access Systems Manufacturers Association; <u>www.dasma.com</u>.
- 70. DHI Door and Hardware Institute; www.dhi.org.
- 71. ECA Electronic Components Association; (See ECIA).
- 72. ECAMA Electronic Components Assemblies & Materials Association; (See ECIA).
- 73. ECIA Electronic Components Industry Association; www.eciaonline.org.
- 74. EIA Electronic Industries Alliance; (See TIA).
- 75. EIMA EIFS Industry Members Association; <u>www.eima.com</u>.
- 76. EJMA Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
- 77. ESD ESD Association; (Electrostatic Discharge Association); www.esda.org.
- 78. ESTA Entertainment Services and Technology Association; (See PLASA).
- 79. EVO Efficiency Valuation Organization; www.evo-world.org.
- 80. FCI Fluid Controls Institute; www.fluidcontrolsinstitute.org.
- 81. FIBA Federation Internationale de Basketball; (The International Basketball Federation); <u>www.fiba.com</u>.
- 82. FIVB Federation Internationale de Volleyball; (The International Volleyball Federation); <u>www.fivb.org</u>.
- 83. FM Approvals FM Approvals LLC; <u>www.fmglobal.com</u>.
- 84. FM Global FM Global; (Formerly: FMG FM Global); www.fmglobal.com.
- 85. FRSA Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; <u>www.floridaroof.com</u>.
- 86. FSA Fluid Sealing Association; <u>www.fluidsealing.com</u>.
- 87. FSC Forest Stewardship Council U.S.; <u>www.fscus.org</u>.
- 88. GA Gypsum Association; <u>www.gypsum.org</u>.
- 89. GANA Glass Association of North America; <u>www.glasswebsite.com</u>.
- 90. GS Green Seal; <u>www.greenseal.org</u>.
- 91. HI Hydraulic Institute; <u>www.pumps.org</u>.
- 92. HI/GAMA Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
- 93. HMMA Hollow Metal Manufacturers Association; (See NAAMM).
- 94. HPVA Hardwood Plywood & Veneer Association; <u>www.hpva.org</u>.
- 95. HPW H. P. White Laboratory, Inc.; <u>www.hpwhite.com</u>.
- 96. IAPSC International Association of Professional Security Consultants; www.iapsc.org.

- 97. IAS International Accreditation Service; <u>www.iasonline.org</u>.
- 98. IAS International Approval Services; (See CSA).
- 99. ICBO International Conference of Building Officials; (See ICC).
- 100. ICC International Code Council; <u>www.iccsafe.org</u>.
- 101. ICEA Insulated Cable Engineers Association, Inc.; <u>www.icea.net</u>.
- 102. ICPA International Cast Polymer Alliance; <u>www.icpa-hq.org</u>.
- 103. ICRI International Concrete Repair Institute, Inc.; <u>www.icri.org</u>.
- 104. IEC International Electrotechnical Commission; <u>www.iec.ch</u>.
- 105. IEEE Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
- 106. IES Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); <u>www.ies.org</u>.
- 107. IESNA Illuminating Engineering Society of North America; (See IES).
- 108. IEST Institute of Environmental Sciences and Technology; <u>www.iest.org</u>.
- 109. IGMA Insulating Glass Manufacturers Alliance; <u>www.igmaonline.org</u>.
- 110. IGSHPA International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
- 111. ILI Indiana Limestone Institute of America, Inc.; <u>www.iliai.com</u>.
- 112. Intertek Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); <u>www.intertek.com</u>.
- 113. ISA International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); <u>www.isa.org</u>.
- 114. ISAS Instrumentation, Systems, and Automation Society (The); (See ISA).
- 115. ISFA International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); <u>www.isfanow.org</u>.
- 116. ISO International Organization for Standardization; www.iso.org.
- 117. ISSFA International Solid Surface Fabricators Association; (See ISFA).
- 118. ITU International Telecommunication Union; www.itu.int/home.
- 119. KCMA Kitchen Cabinet Manufacturers Association; www.kcma.org.
- 120. LMA Laminating Materials Association; (See CPA).
- 121. LPI Lightning Protection Institute; <u>www.lightning.org</u>.
- 122. MBMA Metal Building Manufacturers Association; <u>www.mbma.com</u>.
- 123. MCA Metal Construction Association; www.metalconstruction.org.
- 124. MFMA Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
- 125. MFMA Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
- 126. MHIA Material Handling Industry of America; www.mhia.org.
- 127. MIA Marble Institute of America; <u>www.mhia.org</u>.
- 128. MMPA Moulding & Millwork Producers Association; www.wmmpa.com.
- 129. MPI Master Painters Institute; <u>www.paintinfo.com</u>.
- 130. MSS Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; <u>www.mss-hq.org</u>.
- 131. NAAMM National Association of Architectural Metal Manufacturers; www.naamm.org.
- 132. NACE NACE International; (National Association of Corrosion Engineers International); www.nace.org.
- 133. NADCA National Air Duct Cleaners Association; www.nadca.com.
- 134. NAIMA North American Insulation Manufacturers Association; www.naima.org.
- 135. NBGQA National Building Granite Quarries Association, Inc.; www.nbgqa.com.
- 136. NBI New Buildings Institute; www.newbuildings.org.
- 137. NCAA National Collegiate Athletic Association (The); www.ncaa.org.
- 138. NCMA National Concrete Masonry Association; www.ncma.org.
- 139. NEBB National Environmental Balancing Bureau; www.nebb.org.
- 140. NECA National Electrical Contractors Association; www.necanet.org.
- 141. NeLMA Northeastern Lumber Manufacturers Association; <u>www.nelma.org</u>.
- 142. NEMA National Electrical Manufacturers Association; <u>www.nema.org</u>.
- 143. NETA InterNational Electrical Testing Association; <u>www.netaworld.org</u>.
- 144. NFHS National Federation of State High School Associations; www.nfhs.org.
- 145. NFPA National Fire Protection Association; www.nfpa.org.
- 146. NFPA NFPA International; (See NFPA).
- 147. NFRC National Fenestration Rating Council; <u>www.nfrc.org</u>.

- 148. NHLA National Hardwood Lumber Association; <u>www.nhla.com</u>.
- 149. NLGA National Lumber Grades Authority; <u>www.nlga.org</u>.
- 150. NOFMA National Oak Flooring Manufacturers Association; (See NWFA).
- 151. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
- 152. NRCA National Roofing Contractors Association; www.nrca.net.
- 153. NRMCA National Ready Mixed Concrete Association; <u>www.nrmca.org</u>.
- 154. NSF NSF International; www.nsf.org.
- 155. NSPE National Society of Professional Engineers; <u>www.nspe.org</u>.
- 156. NSSGA National Stone, Sand & Gravel Association; www.nssga.org.
- 157. NTMA National Terrazzo & Mosaic Association, Inc. (The); <u>www.ntma.com</u>.
- 158. NWFA National Wood Flooring Association; <u>www.nwfa.org</u>.
- 159. PCI Precast/Prestressed Concrete Institute; <u>www.pci.org</u>.
- 160. PDI Plumbing & Drainage Institute; <u>www.pdionline.org</u>.
- 161. PLASA PLASA; (Formerly: ESTA Entertainment Services and Technology Association); www.plasa.org.
- 162. RCSC Research Council on Structural Connections; www.boltcouncil.org.
- 163. RFCI Resilient Floor Covering Institute; <u>www.rfci.com</u>.
- 164. RIS Redwood Inspection Service; <u>www.redwoodinspection.com</u>.
- 165. SAE SAE International; <u>www.sae.org</u>.
- 166. SCTE Society of Cable Telecommunications Engineers; www.scte.org.
- 167. SDI Steel Deck Institute; <u>www.sdi.org</u>.
- 168. SDI Steel Door Institute; <u>www.steeldoor.org</u>.
- 169. SEFA Scientific Equipment and Furniture Association (The); www.sefalabs.com.
- 170. SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
- 171. SIA Security Industry Association; <u>www.siaonline.org</u>.
- 172. SJI Steel Joist Institute; www.steeljoist.org.
- 173. SMA Screen Manufacturers Association; www.smainfo.org.
- 174. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; <u>www.smacna.org</u>.
- 175. SMPTE Society of Motion Picture and Television Engineers; www.smpte.org.
- 176. SPFA Spray Polyurethane Foam Alliance; <u>www.sprayfoam.org</u>.
- 177. SPIB Southern Pine Inspection Bureau; <u>www.spib.org</u>.
- 178. SPRI Single Ply Roofing Industry; <u>www.spri.org</u>.
- 179. SRCC Solar Rating & Certification Corporation; www.solar-rating.org.
- 180. SSINA Specialty Steel Industry of North America; <u>www.ssina.com</u>.
- 181. SSPC SSPC: The Society for Protective Coatings; <u>www.sspc.org</u>.
- 182. STI Steel Tank Institute; www.steeltank.com.
- 183. SWI Steel Window Institute; <u>www.steelwindows.com</u>.
- 184. SWPA Submersible Wastewater Pump Association; www.swpa.org.
- 185. TCA Tilt-Up Concrete Association; <u>www.tilt-up.org</u>.
- 186. TCNA Tile Council of North America, Inc.; <u>www.tileusa.com</u>.
- 187. TEMA Tubular Exchanger Manufacturers Association, Inc.; <u>www.tema.org</u>.
- 188. TIA Telecommunications Industry Association (The); (Formerly: TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance); <u>www.tiaonline.org</u>.
- 189. TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
- 190. TMS The Masonry Society; <u>www.masonrysociety.org</u>.
- 191. TPI Truss Plate Institute; <u>www.tpinst.org</u>.
- 192. TPI Turfgrass Producers International; www.turfgrasssod.org.
- 193. TRI Tile Roofing Institute; www.tileroofing.org.
- 194. UL Underwriters Laboratories Inc.; www.ul.com.
- 195. UNI Uni-Bell PVC Pipe Association; www.uni-bell.org.
- 196. USAV USA Volleyball; www.usavolleyball.org.
- 197. USGBC U.S. Green Building Council; www.usgbc.org.
- 198. USITT United States Institute for Theatre Technology, Inc.; www.usitt.org.
- 199. WASTEC Waste Equipment Technology Association; <u>www.wastec.org</u>.
- 200. WCLIB West Coast Lumber Inspection Bureau; www.wclib.org.
- 201. WCMA Window Covering Manufacturers Association; www.wcmanet.org.

- 202. WDMA Window & Door Manufacturers Association; <u>www.wdma.com</u>.
- 203. WI Woodwork Institute; <u>www.wicnet.org</u>.
- 204. WSRCA Western States Roofing Contractors Association; <u>www.wsrca.com</u>.
- 205. WWPA Western Wood Products Association; <u>www.wwpa.org</u>.
- 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.
 - 1. DIN Deutsches Institut fur Normung e.V.; <u>www.din.de</u>.
 - 2. IAPMO International Association of Plumbing and Mechanical Officials; <u>www.iapmo.org</u>.
 - 3. ICC International Code Council; <u>www.iccsafe.org</u>.
 - 4. 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.
 - 1. COE Army Corps of Engineers; <u>www.usace.army.mil</u>.
 - 2. CPSC Consumer Product Safety Commission; <u>www.cpsc.gov</u>.
 - 3. DOC Department of Commerce; National Institute of Standards and Technology; <u>www.nist.gov</u>.
 - 4. DOD Department of Defense; <u>www.quicksearch.dla.mil</u>.
 - 5. DOE Department of Energy; <u>www.energy.gov</u>.
 - 6. EPA Environmental Protection Agency; www.epa.gov.
 - 7. FAA Federal Aviation Administration; <u>www.faa.gov</u>.
 - 8. FG Federal Government Publications; www.gpo.gov/fdsys.
 - 9. GSA General Services Administration; <u>www.gsa.gov</u>.
 - 10. HUD Department of Housing and Urban Development; www.hud.gov.
 - 11. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <u>www.eetd.lbl.gov</u>.
 - 12. OSHA Occupational Safety & Health Administration; <u>www.osha.gov</u>.
 - 13. SD Department of State; <u>www.state.gov</u>.
 - 14. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; <u>www.trb.org</u>.
 - 15. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; <u>www.ars.usda.gov</u>.
 - 16. USDA Department of Agriculture; Rural Utilities Service; www.usda.gov.
 - 17. USDOJ Department of Justice; Office of Justice Programs; National Institute of Justice; <u>www.ojp.usdoj.gov</u>.
 - 18. USP U.S. Pharmacopeial Convention; <u>www.usp.org</u>.
 - 19. USPS United States Postal Service; <u>www.usps.com</u>.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.
 - 1. CFR Code of Federal Regulations; Available from Government Printing Office; <u>www.gpo.gov/fdsys</u>.
 - 2. DOD Department of Defense; Military Specifications and Standards; Available from DLA Document Services; <u>www.quicksearch.dla.mil</u>.
 - 3. DSCC Defense Supply Center Columbus; (See FS).
 - 4. FED-STD Federal Standard; (See FS).
 - 5. FS Federal Specification; Available from DLA Document Services; <u>www.quicksearch.dla.mil</u>.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; <u>www.gsa.gov</u>.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; <u>www.wbdg.org/ccb</u>.

- 6. MILSPEC Military Specification and Standards; (See DOD).
- 7. USAB United States Access Board; <u>www.access-board.gov</u>.
- 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. 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.
 - 1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; <u>www.bearhfti.ca.gov</u>.
 - 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; <u>www.calregs.com</u>.
 - 3. CDHS; California Department of Health Services; (See CDPH).
 - 4. CDPH; California Department of Public Health; Indoor Air Quality Program; <u>www.cal-iaq.org</u>.
 - 5. CPUC; California Public Utilities Commission; <u>www.cpuc.ca.gov</u>.
 - 6. SCAQMD; South Coast Air Quality Management District; <u>www.aqmd.gov</u>.
 - 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; <u>www.txforestservice.tamu.edu</u>.

1.4 GOVERNING REGULATIONS

- A. Codes, Rules and Regulations: The project has been designed and shall be constructed to comply with applicable sections of the following codes, rules and regulations. Except as otherwise indicated, comply with editions and supplements in effect as of date of contract documents. Other required compliances are noted elsewhere in the Contract Documents.
 - 1. Building Codes:
 - a. International Building Code (IBC), 2012 ed.
 - 1) Chapter 11, Accessibility, is deleted. See 4 below.
 - b. International Building Fire Code (IFC), 2012 ed.
 - c. International Existing Building Code (IEBC), 2012 ed.
 - d. International Mechanical Code (IMC), 2012 ed.
 - e. International Plumbing Code (IPC), 2012 ed.
 - f. International Fuel Gas Code (IFGC), 2012 ed.
 - g. International Energy Conservation Code (IECC), 2012 ed.
 - 2. National Fire Prevention Association (NFPA), National Fire Codes and Standards:
 - a. NFPA-70, 2014 ed., National Electrical Code (NEC)
 - b. NFPA-72, 2013 ed., National Fire Alarm Code
 - 3. Underwriters Laboratories Inc.:
 - a. All materials, equipment and component parts of equipment shall bear UL labels whenever such devices are listed by UL.
 - 4. Handicapped Accessibility Standards:
 - a. K.S.A. 58-1301 et seq 2010 2010 ADA Standards for Accessibility Design (2010 ADA Standards)

- 5. Misc. Codes and Standards
 - a. Kansas Fire Prevention Code
 - b. Kansas State Boiler Code
- B. Submittals: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01 5000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution" for progress cleaning requirements.

1.3 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 - 2. 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.

1.4 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall 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 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Owner's Consultant. Provide materials suitable for use intended.
- B. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete or steel bases for supporting posts.

- C. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
- D. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively.
- F. Paint: Industry Standards.
- G. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- H. Water: Potable.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Offices: Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- E. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 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.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
 - 2. Provide warning signs at power outlets other than 110 to 120 V.

- 3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
- 4. Provide metal conduit enclosures or boxes for wiring devices.
- Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- B. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
 - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 3. Maintain support facilities until near Substantial Completion. Remove at Substantial Completion. Personnel remaining after Substantial Completion will not be permitted to use permanent facilities, unless arraignments are made with the Owner's Representative.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
 - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
 - 2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.
 - 1. All storage and fabrication structures must be pre-approved by the Owner and Owner's Consultant.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

- B. Site Enclosure Fencing: Before construction operations begin, install portable chain-link enclosure fencing with lockable entrance gates. Locate to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.
 - 1. Set fence posts in concrete or steel bases.
 - 2. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
 - 3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
 - 1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.
- E. 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.
 - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
 - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fireprotection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
 - 5. Develop and supervise an overall fire-prevention and first-aid fire-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.

3.5 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. Protect from damage caused by freezing temperatures and similar elements.

- 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: Except for using permanent fire protection, as soon as available, 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 the property of Contractor.
 - 2. At Final Completion, clean and renovate permanent facilities used during construction period.

END OF SECTION 015000

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SECTION 01 7329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements may include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control systems.
 - 6. Communication systems.
 - 7. Conveying systems.
 - 8. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements may include the following:
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior curtain-wall construction.
 - 4. Equipment supports.
 - 5. Piping, ductwork, vessels, and equipment.

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D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- 1.2 SUMMARY
 - A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.
- 1.3 DEFINITIONS
 - A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
 - B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
 - C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
 - D. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
 - E. Recycling: Collect cardboard material and metal material separately for transport to a recycling facility.
- PART 2 PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, 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. Provide recycling of carboard and metal.
- C. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 01 7700 - 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. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.2 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Specification 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 Construction Manager. Label with manufacturer's name and model number.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. 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.
- Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
- 6. Advise Owner of changeover in utility services.
- 7. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
- 8. Complete final cleaning requirements.
- 9. 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.

1.4 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- 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.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. Include the following information at the top of each page:

- 1) Project Name.
- 2) Date.
- 3) Name of Contractor.
- 4) Page Number.

1.6 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. 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 paper.
 - 2. Provide heavy paper dividers with plastic covered tabs for each separate warranty. Mark tab to identify the project or installation. Provide a typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

- b. 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. Sweep concrete floors broom clean in unoccupied spaces.
- e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- f. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- g. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- h. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- i. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

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

END OF SECTION 017700

SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit on digital media acceptable to Architect . Enable reviewer comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

- 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.

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- 6. Name and contact information for Construction Manager.
- 7. Name and contact information for Architect.
- 8. Name and contact information for Commissioning Authority.
- 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
- 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.5 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor has delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

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Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams.
 Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.8 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

PART 4 - END OF SECTION 017823

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SECTION 01 7839 - 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.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

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.
- I. 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 sets 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: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

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. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

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 and paper copy.
 - 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

PART 3 - EXECUTION

END OF SECTION 017839

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