

SECTION 00 0101

PROJECT TITLE PAGE

**PROJECT MANUAL
FOR
CLINTON COUNTY LAW ENFORCEMENT CENTER
BID PACKAGE #1 SITE WORK**

OWNER:

Clinton County Board of Supervisors
1900 North Third Street
PO Box 2957

ARCHITECT/ENGINEER:

Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines IA 50266

ISSUED FOR BID PACKAGE #1 SITE WORK: 10-14-2016

END OF SECTION

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**SECTION 00 0102
PROJECT INFORMATION**

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

- A. Project Name: Clinton County Law Enforcement Center, located at:
Project Location Address 1.
Clinton, Iowa 52733.

- B. The Owner, hereinafter referred to as Owner: Clinton County Board of Supervisors

1.2 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.

1.3 PROJECT DESCRIPTION

- A. Summary Project Description: Sitework as defined on drawings.

1.4 PROCUREMENT TIMETABLE

- A. Last Request for Substitution Due: 7 days prior to due date of bids.
B. Last Request for Information Due: 7 days prior to due date of bids.
C. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.5 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
1. From Owner at the Project Manager's address listed above.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

PROJECT INFORMATION

00 0102-2

**BID PACKAGE #1
SITE WORK**

10-14-2016

1 **INVITATION TO BID**

thereafter accept revisions or modifications on
such bid.

2
3 Clinton Co LEC Site Clearing

4
5 FOR

6
7 CLINTON CO BOARD OF SUPERVISORS
8 1900 NORTH THIRD STREET
9 PO BOX 2957
10 CLINTON, IOWA 52733

11
12 ARCHTECT:
13 SHIVE-HATTERY, INC

14
15 CONSTRUCTION MANAGER:
16 THE SAMUELS GROUP, INC.

17
18 BIDS DUE: NOVEMBER 3, 2016 at 2:00 PM
19 LOCAL TIME. AT CLINTON CO AUDITORS
20 OFFICE 1900 NORTH THIRD STREET, PO BOX
21 2957 CLINTON, IA 52733. PUBLIC BID
22 OPENING WILL FOLLOW

23
24 A pre-bid meeting is scheduled for Wednesday,
25 October 26, 2016 at 10:00 am at the front of the
26 Boiler House by the existing Courthouse 612
27 North 2nd Street, Clinton, IA 52733.

28
29 Sealed Bids for the Project designated above will
30 be received on behalf of the Owner by the
31 Construction Manager, The Samuels Group, at
32 the above location.

33
34 All bids will be publicly opened and read at the
35 specified time and date indicated above by the
36 Owner or his designee.

37
38 The Work includes construction of Site
39 demolition, Tree Removal, Demoliton of Existing
40 Boiler Building, Remove Asphalt, Remove
41 Sidewalks and Bring Building Site up to Proposed
42 Rough Grade. Construction Schedule is Start
43 November 14, 2016 and Complete December 31,
44 2016.

45
46 Documents may be viewed on the Clinton Co
47 Website Electronically and also on Isqft.

48
49 Copies of the above documents may be obtained
50 on or after October 24, 2016.

51
Bid Security in the amount of five (5) percent of
the Bid must accompany each Bid in accord with
the Instructions to Bidders.

The Owner reserves the right to waive
irregularities and to accept any bid, reject any and
all bids, and upon acceptance of any bid, to

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SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
 - 1. Clinton County Board of Supervisors
- B. The Samuels Group Inc (Owners Representative)

1.02 FOR:

- A. Clinton County LEC
1900 North Third Street PO Box 2957
Clinton, IA 52733

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
 - 1. Address _____
 - 2. City, State, Zip _____
 - 3. Phone Number _____
 - 4. Fax Number _____
 - 5. Email: _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Shive - Hattery for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for **Bid Category Number** _____ for the Sum of: _____
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.

1.07 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty five days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
 - 1. Replacement of unsuitable soils including removal, hauling, compacting, and replacement - Cubic Yard ____ ADD _____ --- __ DEDUCT _____ - \$.....
 - 2. Rock Excavation - Cubic Yard ____ ADD _____ --- __ DEDUCT _____ - \$.....
 - 3. Concrete – Cubic Yard ____ ADD _____ --- __ DEDUCT _____ - \$.....

1.09 ALTERNATES

N/A

1.10 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 10 percent overhead and profit on the net cost of our own Work;
 - 2. 5 percent on the cost of work done by any Subcontractor.

1.11 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # Dated .
 - 2. Addendum # Dated .

1.12 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - 1. Document 00 21 13 Exhibit D – Subcontractors List: Include a list of all Subcontractors and their type of work as specifically requested by the Contract Documents.
 - 2. Document 00 21 13 – Bid Security: Include the required Bid Security.
 - 3. Document 00 21 13 – Performance and labor Bond: Include the required Performance and Payment Bond.

1.13 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

1.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF BID FORM

SECTION 00 52 00

CONTRACT RIDER B- INSURANCE

Contractor shall obtain insurance with limits at least equal to those specified below:

TYPE OF INSURANCE	ALL LIMITS IN THOUSANDS	
General Liability	Commercial Liability	
Comprehensive Form	General Aggregate	\$5,000
Premises/Operations	Products Comp/OPS Aggregate	\$5,000
Products/Completed Operations	Personal & Advertising Injury	\$1,000
Contractual	Each Occurrence	\$1,000
Damage to Rented Premises	Each Occurrence	\$ 100
Medical Expenses	Each Occurrence	\$ 5
Independent Contractors	Comprehensive General Liability	
Broad Form Property Damage	Bodily Injury	\$1,000
Personal Injury	Property Damage	\$1,000
Explosion/Collapse/Underground (XCU)	or CSL	\$1,000
Automobile Liability		
Any Auto	Bodily Injury (Per Person)	\$1,000
All Owned Autos	Bodily Injury (Per Accident)	\$1,000
Hired Autos	Property Damage	\$1,000
Non-Owned Autos	or CSL	\$1,000
Umbrella Liability Per Contract		
	All Subcontractors	\$5,000
Workers' Compensation and Employer's Liability	Statutory	
	\$100 (Each Accident)	
	\$500 (Disease - Policy Limit)	
	\$100 (Disease - Each Employee)	

This policy must include **The Samuels Group, Inc., Clinton County, Shive - Hattery** and others as required in the Contract Documents as **Additional Insureds** on General Liability, **Waiver of Subrogation** must be provided to certificate holder for all above policies. General Liability coverage must be **primary and non-contributory**. Form **CG-2010 and CG-2037 or its equivalent** must be attached, without recourse or contribution from similar insurance carried by **The Samuels Group, Inc.**

It is understood and agreed that the insurance coverages and limits, required above, shall not be limited to the extent of the Subcontractor's responsibilities and liabilities specified within the Contract Documents or bylaw.

The policies obtained and maintained to provide the specified insurance must provide that the required coverages and limits will not be altered, canceled, or allowed to expire without at least 30 days prior written notice to **Construction Manager**.

Any deductible amounts which may occur as part of the Builder's Risk policy shall be borne by the named Trade Contractor making claims in direct proportion as their individual losses bear to the total loss and policy is to carry an appropriate rider to this effect.

Before beginning any work under this trade contract, **Trade Contractors** and **any Subcontractors** will provide to the **Construction Manager** an insurance certificate and endorsements showing compliance with these insurance specifications. **Non-Compliance with these specifications could result in the withholding of a payment.**

Construction Manager
THE SAMUELS GROUP INC.

TRADE
CONTRACTOR: _____

By: _____

By: _____

Its: _____

Its: _____

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SECTION 00 61 13

PERFORMANCE AND PAYMENT BOND FORM

REFERENCED STANDARD

The "Public Improvement Performance/Labor and Material Payment Bond", Wisconsin AIA Document A312, August 1989 Edition, is not bound in the Project Manual, but is included by this reference; and is incorporated herein as fully as if here set-forth.

Performance and Payment Bonds will be required for this project.

This document may be examined at the office of the Architect or at the Owner's place of business.

This document may be purchased from:

AIA Wisconsin
321 S. Hamilton Street
Madison, WI 53703
Phone (608) 257-8477
Fax (608) 257-0242

End of Performance/Labor and Material Payment Bond

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SECTION 00 72 00

GENERAL CONDITIONS

REFERENCE STANDARD

The "General Conditions of the Contract for Construction", AIA Document A201/CMA - 1992, Articles 1 thru 14 inclusive, is not bound in this Project Manual, but is included by this reference; is a part of the Procurement Documents; and is incorporated herein as fully as if here set-forth.

AIA Document A201/CMA as supplemented may be examined at the office of the Architect or at the Construction Manager's place of business.

Copies of AIA Document A201/CMA may be purchased from:

AIA Wisconsin
321 S. Hamilton Street
Madison, WI 53703
Phone (608) 257-8477
Fax (608) 257-0242

End of General Conditions

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**CLINTON COUNTY LAW ENFORCEMENT CENTER
RIDER A**

LABOR OR LABOR/MATERIAL SUPPLIERS ONLY

SAFETY. The prevention of accidents or injuries on, about, or in the vicinity of the project site is the Trade Contractor's responsibility. The Trade Contractor, its Subcontractors, and Suppliers must perform their Work in a safe manner, must fully comply with safety measures initiated by the Owner or imposed by the Contract Documents, must adhere to the applicable laws, ordinances, rules, regulations, codes and orders of public authorities bearing upon the safety of persons or property or their protection from damages, injury or loss, and must abide with all Federal and State OSHA requirements relative to safety and the prevention of accidents or injuries.

The Trade Contractor shall be solely responsible for the protection and safety of its employees, its Subcontractor's employees, and Supplier's employees, for the final selection of all safety methods and means, for required safety reports and records, for daily inspection of its Work area and its employees' safety equipment, and for the continual instruction of its employees on health and safety, including weekly safety meetings. The Trade Contractor must actively promote safe working performances and practices on the part of its employees, its Subcontractor's employees, and Supplier's employees.

The Trade Contractor must establish and maintain a safety program implementing safety measures, policies and standards conforming, on a comprehensive basis, to its obligations under these paragraphs which safety program shall include provisions for selection of safety methods and means, conveyance of information and instruction with regard to those safety methods and means to its employees, Subcontractors, and Suppliers, safety meetings of its employees at least once a week, maintenance of required safety reports and records, periodic inspections of its Work area and equipment to detect and correct hazardous conditions, safety rule violations and unsafe work practices, and enforcement of corrective actions as required.

The Trade Contractor shall stop any part of the Work which the Owner deems unsafe until proper corrective measures have been taken but failure on the part of the Owner to stop unsafe Work shall in no way relieve the Trade Contractor of its responsibility therefor. The Trade Contractor shall indemnify the Owner for fines, penalties, damages or expenses incurred by the Owner because of the Contractor's failure to comply with safety requirements.

HARDHATS, PROTECTIVE CLOTHING AND EQUIPMENT. All personnel are to wear an approved hardhat, safety shoes and glasses and goggles and comply with OSHA clothing standards at all times while on this project. Failure to comply will result in that person being directed to leave the site.

ASBESTOS. The Trade Contractor must notify the Owner if any material containing asbestos is encountered during performance of the Trade Contractor's Work. The Trade Contractor is prohibited from storing or installing any equipment or material containing asbestos on the project site. The Trade Contractor is solely responsible for the prevention of asbestos containing material or equipment to be installed as part of its Work.

HAZARDOUS MATERIAL: The Trade Contractor must notify the Owner if any hazardous material is encountered during performance of the Trade Contractor's Work. The Trade Contractor is prohibited from distributing, removing or storing of any equipment or materials deemed to contain hazardous material. The Trade Contractor is solely responsible for prevention of hazardous materials being installed as part of its work. All Trade Contractors are responsible for all disposal of chemicals and containers used in the construction of their Work on this project. Each Trade Contractor will submit OSHA required material safety data sheets on all chemicals before work is started.

OWNER: OCONTO COUNTY

By _____

Its _____

TRADE CONTRACTOR:

By _____

Its _____

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SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Subcontractors are to bid individual Bid Categories as a Prime Contractor to the Owner following the bidding procedures. A Bid Bond is required.
- B. This Section is intended to clarify the scope of work in each Bid Category. Each Bid Category includes all provisions of Division 1 Specifications.
- C. When "L&M" is referenced, it shall mean "Labor and Material", when "L" is referenced, it shall mean "Labor" and when "M" is referenced, it shall mean "Material".
- D. The Clarification's listed with some of the Bid Categories are included for the basic understanding of the Scope of Work within the Bid Category, and is not intended to define the limits of the Work for a complete installation. This shall not relieve any Trade Contractor of the requirements within the technical Sections as they are listed.

1.02 BID CATEGORIES

Bid Categories referenced in this Section are for work to be performed at the: **Clinton County LEC, 612 North 2nd Street, Clinton, IA 52733.**

1.03 SCOPE OF WORK

- A. The Bid Categories are constructed to follow as closely as possible the CSI format of the Contract Documents. However, some Bid Categories may contain more than one specification section and/or parts thereof.
- B. Local custom and trade-union jurisdictional settlements do not control the scope-of-work included in each Trade Contract. When a potential jurisdictional dispute or similar interruption of construction activities is first identified or threatened, the affected Contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and its delays.
- C. Unless noted otherwise, all labor, material and equipment for each specification section is to be included for each Bid Category.
- D. Each Trade Contractor will be responsible for their own cutting and patching, unless indicated differently in the drawings.
- E. Project Manager and Foreman are required to attend progress meetings starting 2 weeks prior to commencement of that Contractors work through completion of contractors work.
- F. All Contractors are bound to Division 00 and 01 Requirements.

1.04 BID CATEGORIES

BID CATEGORY NO. 31 DEMOLITION AND SITE CLEARING

Demolition (Removing/Demolition of Miscellaneous Structures)	L&M
Clearing and Grubbing	L&M
Topsoil Stripping and Stockpile	L&M
Grading	L&M
Fill	L&M
Erosion and Sediment Control	L&M
Site Restoration	L&M

CLARIFICATIONS:

Trade Contractor is responsible for all layout and surveying required for all buildings, roads, parking lots, ponds, etc.

Trade Contractor is responsible for all permits and applications pertaining to this Bid Category.

Include all labor and materials for above Sections unless noted otherwise.

Coordinate all work with other Trade Contractors as required.

This Bid Category shall be responsible for all maintenance and inspection reporting of the erosion and sediment controls per required by Department of Natural Resources.

All temporary barricades, enclosures and protection are the Trade Contractors responsibility.

Trade Contractor is responsible for their cleanup. This includes all sweeping of exterior hard surfaces during construction activities.

Trade Contractor is responsible for the removal of debris to an approved landfill.

Include all cutting and patching required to complete the work.

Include protection of underground utilities; locate public and private underground utilities prior to excavation.

Include earthwork and base for drives, parking lots, sidewalks, curbs and gutter and finish grading to +/- 1/10 foot.

Include removal of all excess dirt within the shown construction limits from the site at the completion of the project.

Install and maintain silt fence. Visit site to verify quantity and extent of work. After completion of project, remove and dispose of silt fence and stakes. Final grade as required.

Summary of Work

01 11 00-2

Include all safety material necessary to protect personnel in and from open trenches or excavations. Excavations shall be closed as soon as possible.

Install construction road as shown on drawings.

Include all labor and materials for above Sections unless noted otherwise.

All interruptions of service must be coordinated with the Construction Manager.

Any exterior work needs to be coordinated with traffic control.

END OF SECTION

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SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Pre-installation meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Submittal procedures.
- I. Administrative and supervisory personnel
- J. Requests for information (RFI).

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation, information, or clarification of the Contract Documents.
- B. Action Submittals: Written and graphic information that does require Architect's responsive action.
- C. Informational Submittals: Written information that does not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.
- D. Delegated Design Submittals: Action Submittals, consisting of written information required for submittal to the Architect and Construction Manager when some portion or aspect of the project will be designed by a design professional who is under contract to the Contractor.

1.3 PROJECT COORDINATOR/CONSTRUCTION MANAGER

- A. Construction Manager: Kyburz-Carlson Construction.
- B. Cooperate with the Construction Manager in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Construction Manager.
- D. Comply with Construction Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Construction Manager for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Construction Manager.

- G. Make the following types of submittals to Architect/Engineer through the Construction Manager:
1. Requests for interpretation (RFI).
 2. Requests for substitution.
 3. Shop drawings, product data, and samples.
 4. Test and inspection reports.
 5. Design data.
 6. Manufacturer's instructions and field reports.
 7. Applications for payment and change order requests.
 8. Progress schedules.
 9. Coordination drawings.
 10. Correction Punch List and Final Correction Punch List for Substantial Completion and Final Completion.
 11. Closeout submittals.

1.4 PROJECT COORDINATION

- A. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- B. Coordination (Multiple-Prime): Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
 5. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.

5. Progress meetings.
 6. Preinstallation conferences.
 7. Startup and adjustment of systems.
 8. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: Provide administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, email addresses, and telephone numbers, including home, mobile, and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
- B. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
- C. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- D. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

1.7 REQUESTS FOR INFORMATION (RFI)

- A. Procedure: Immediately on discovery of the need for information or interpretation of the Contract Documents, prepare and submit a Request for Information (RFI) in the form specified, with a necessary question regarding ambiguities or conflicts in the documents or field conditions, concealed conditions at the site, clarification of a contract requirement, dimensions, or other information for which clarification is required.
1. RFI's shall originate with Contractor, Architect, or Construction Manager. RFIs submitted by entities other than Contractor, Construction Manager, Architect, or Owner will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

3. The Construction Manager is required to review all RFI's submitted by Contractor, subcontractor's and suppliers for completeness, accuracy, validity, and justification prior to submission to the Architect. The Contractor can commonly answer subcontractor /supplier RFI's without delegation to the Architect.
4. Promptly submit any RFI's that could result in a delay of the activities on the critical path if the resolution is not obtained promptly. Provide a date on each RFI that the response is required by, in order to not have an impact on the critical path of construction activities.
5. In the case of a condition that requires a change in the work to resolve a conflict or other condition, the Contractor shall include a recommendation for resolution of the condition and submit a separate Change Order Request (COR).
6. The Architect's response to an RFI is not an authorization to proceed with work involving additional cost, time or both. If the response involves additional work the Contractor shall provide the Architect with a complete description of work added and work deleted by the response within seven (7) days of the issued date of the RFI response. If the response involves additional work for which the Contractor will seek an adjustment to the contract sum, time or both, the Contractor shall submit a cost proposal in the form of a Change Order Request (COR) to the Architect through the Construction Manager. The Contractor shall not proceed with incorporating the response into the work until a Change Order or, Construction Change Directive has been fully executed.
7. Unless notified otherwise by the Contractor, the Architect's RFI response shall have the same effect as the Architect's order for minor changes in the Work. The Contractor will proceed with the Work, and the response will be incorporated into the contract that same as the Architect's written order for minor changes in the Work. Notify the Architect in writing if noted modifications cannot be made due to conflicting circumstances in the field, in other contract documents, or for other reasons.
8. The Contractor shall not incorporate any language into RFI's or Change Proposals that imply future additional costs or delays beyond those fully explained within the document. The Contractor may stipulate conditions or constraints under which the pricing or time may change; however, such conditions or constraints shall not infringe on the Architect's or Owner's right to adequate time for review of the issue.
9. The Contractor shall not submit Confirming RFI's, i.e., RFI's requesting confirmation of information already in the contract documents or previously provided, or requesting confirmation to questions previously answered or clarification previously given. Similarly the Contractor shall not submit Repetitive RFI's, i.e., RFI's, wherein the same information is requested more than once, even if phrased in another format or asked in a different manner. Confirming & Repetitive RFI's are considered frivolous and may constitute a claim from the Owner Representatives (Construction Manager and Architect/Engineer) against the Contractor.
10. The Contractor shall not retain or suppress RFI's for group submissions. Each individual RFI is to be submitted expeditiously upon occurrence. Numerous RFI's submitted in a short time period will not be considered reasonable, and will result in review times being extended accordingly.
11. The Contractor shall not install any components in locations other than as indicated on the contract documents unless 1) all other affected work has been reviewed and coordinated with the relocation; and 2) the relocation is the resolution for an RFI, including a statement by the Contractor that the relocation has been coordinated with other affected work.

12. The Contractor shall not use an RFI as a means of proposing a deviation, an alternative product, arrangement, or installation for the Contractor's convenience; these proposals shall be submitted as Substitution Requests, and the RFI voided. A contractor-proposed alternative arrangement or installation submitted as an RFI will not become the subsequent basis for a claim by the contractor.
 13. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to:
 - a. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
 - b. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other Owner/Architect-provided information or prior project correspondence or documentation.
 - c. Contractor-proposed alternative arrangements or installations for the convenience of the contractor which, upon acceptance, requires the Architect to revise the contract documents.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature or review stamp.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing information or interpretation. Each RFI shall include sufficient detail for evaluation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Software-Generated RFI's: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Portable Document Format (PDF) format as defined by ISO 3200-1:2008.

- D. Architect Action: Architect will review each RFI, determine action required, and return it. Allow an average of ten working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. Some issues may take longer for review, the recipient of the RFI shall notify the sender of the RFI if additional time is required.
1. The following RFI's will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions or deviations.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete, inaccurate, invalid, and unjustified RFI's or RFI's with numerous errors.
 - g. Confirming or Repetitive RFI's.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If the Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify the Construction Manager and Architect in writing within seven days of receipt of the RFI response.
- E. RFI Log: RFI Log will be maintained on the Newforma Info Exchange Site provided by the Architect. The software/site will be used to generate, transmit, log, and receive RFIs and RFI responses on the project. The RFI Log can be exported from the site and used to communicate with other project team members. 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 dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 NEWFORMA INFO EXCHANGE SERVER

- A. Newforma Info Exchange server: The Architect will provide the Contractor access to this server to download and upload files via any internet-capable computer running Internet Explorer.
- B. Benefits and features of Newforma Info Exchange for the Contractor include:
 - 1. A collaborative submittal log is maintained within Newforma Info Exchange by the Architect and Contractor.
 - 2. Submittal data files transmitted through Newforma Info Exchange bypass the file size limits of email systems.
 - 3. Submittal data files transferred through Newforma Info Exchange are encrypted.
 - 4. Notifications and reminders can be optionally scheduled and expiration dates for documents can be automatically set.
 - 5. CD/DVD disc: The contractor is required to keep backup copies of any data submitted to the Architect in CD/DVD format. The Contractors transmittal letter identifying the project and contents of the disc must accompany the CD/DVD.
- C. Exceptions: The following submittals are not to be done electronically.
 - 1. Samples, color charts, original warranties, and notarized affidavits.

3.2 PRECONSTRUCTION MEETING

- A. Construction Manager will schedule a meeting after bids are awarded.
- B. Construction Manager in consultation and concurrence with the Architect will schedule a preconstruction conference before starting construction, at a time convenient to Owner and Contractor but no later than 15 days after Notice to Proceed.
- C. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- D. Attendance Required Authorized Representatives of:
 - 1. Owner.
 - 2. Architect/Engineer and/or their subconsultants.
 - 3. Contractor and its superintendent; major subcontractors; suppliers, and other concerned parties.
 - 4. Construction Manager.
- E. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- F. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Submission of executed bonds and insurance certificates.
 - 2. Distribution of Contract Documents.
 - 3. Procedure for maintaining Record Documents.

4. Use of premises and existing building.
 5. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 6. Designation of personnel representing the parties to Contract, Owner, Construction Manager, and Architect/Engineer, and their duties.
 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 8. Scheduling (tentative construction schedule and phasing).
 9. Scheduling activities of a Geotechnical Engineer.
 10. Critical work sequencing and long-lead items.
 11. Procedures for RFIs.
 - a. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
 - b. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other owner/architect-provided information or prior project correspondence or documentation.
 12. Procedures for testing and inspecting.
 13. Work restrictions.
 14. Owner's occupancy requirements.
 15. Responsibility for temporary facilities and controls.
 16. Construction waste management and recycling.
 17. Parking availability.
 18. Office, work, and storage areas.
 19. Equipment deliveries and priorities.
 20. First aid.
 21. Safety and Security.
 22. Progress cleaning.
 23. Working hours.
- G. Construction Manager will record minutes and distribute copies within five days after meeting to participants, with copies to Architect/Engineer, Owner, Contractor participants, and those affected by decisions made.

3.3 PREINSTALLATION MEETINGS

- A. Construction Manager will schedule meeting at the Project site prior to Contractor occupancy.
- B. Where required by the individual sections, or when required by the Architect, conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction and major assemblies of the work requiring tight control and coordination.

- C. Attendance Required:: 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.
1. Contractor.
 2. Owner.
 3. Architect/Engineer.
 4. Special Consultants.
 5. Contractor's Superintendent.
 6. Major Subcontractors.
 7. Construction Manager.
- D. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
1. The Contract Documents.
 2. Use of premises by Owner and Contractor.
 3. Owner's requirements .
 4. Construction facilities and controls provided by Owner.
 5. Temporary utilities provided by Owner.
 6. Survey and building layout.
 7. Security and housekeeping procedures.
 8. Schedules, including time schedules.
 9. Application for payment procedures.
 10. Procedures for testing and inspecting requirements.
 11. Procedures for maintaining record documents.
 12. Requirements for start-up of equipment.
 13. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
 14. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other owner/architect-provided information or prior project correspondence or documentation.
 15. Deliveries.
 16. Submittals.
 17. Review of mockups.
 18. Weather limitations.
 19. Warranty requirements.
 20. Regulations of authorities having jurisdiction.
- E. Record minutes and distribute copies within five days after meeting to participants, with electronic copies to Construction Manager, Architect/Engineer, Owner, participants, and those affected by decisions made. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

3.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals. Coordinate dates of meetings with preparation of payment requests.
- B. Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Construction Manager, Owner, Architect/Engineer, Contractor Project Manager and Job Superintendent as appropriate to agenda topics for each meeting. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - a. Interface requirements.
 - b. Sequence of operations.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Access.
 - 14. Site utilization.
 - 15. Temporary facilities and controls.
 - 16. Work hours.
 - 17. Hazards and risks.
 - 18. Progress cleaning.
 - 19. Status of correction of deficient items.
 - 20. Field observations.
 - 21. RFIs.
 - 22. Status of proposal requests.
 - 23. Status of Change Orders.
 - 24. Pending claims and disputes.
 - 25. Documentation of information for payment requests.
 - 26. Other business relating to Work.

- E. Record minutes and distribute copies within two days after meeting to participants, and those affected by decisions made.
- F. 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.

3.5 COORDINATION MEETINGS

- A. Conduct Project coordination meetings where required by the individual sections and at weekly intervals as necessitated to maintain coordination and construction progress. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
- B. Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Construction Manager, and others as appropriate to agenda topics for each meeting. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- D. Agenda:
 - 1. Review and correct or approve minutes of the previous coordination meeting.
 - 2. Review other items of significance that could affect progress.
 - 3. Review present and future needs of each contractor present, including the following:
 - a. Interface requirements.
 - b. Sequence of operations.
 - c. Status of submittals.
 - d. Quality and work standards.

3.6 PROJECT CLOSEOUT CONFERENCE

- A. Construction Manager will schedule a project closeout conference at the project site prior to Clinton County Board of Supervisors occupancy.
- B. Schedule the conference to review requirements and responsibilities related to project closeout. Set a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of substantial completion.
 - 1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and their superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation and submission of Contractor's punch list.
 - b. Procedures required prior to Substantial Completion Inspection and Final Completion Inspection.
 - c. Procedures for processing Applications for Payment at Substantial Completion and Final Completion.
 - d. Requirements for completing Close-Out Documentation.

- e. Preparation and submission of Record Documents
 - f. Requirements for preparation and submission of Operation & Maintenance Manuals and written Warranties
 - g. Requirements for Demonstration & Training.
 - h. Requirements for delivery of extra material, attic stock, tools and spare parts.
 - i. Coordination of separate contracts.
 - j. Owner's partial occupancy requirements.
 - k. Installation of Owner's furniture, fixtures, and equipment.
 - l. Responsibility for removing temporary facilities and controls.
3. Record minutes and distribute copies within two days after meeting to participants, and those affected by decisions made.

3.7 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.8 PROGRESS PHOTOGRAPHS

- A. Submit new photographs on an as need basis, and with payment applications, to document project issues and conditions, within one day after exposure.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of Work produced by a photographer, acceptable to Architect/Engineer.
- D. In addition to periodic, recurring views, take photographs of each of the following events:
 1. Completion of site clearing.
 2. Excavations in progress.
 3. Foundations in progress and upon completion.
 4. Structural framing in progress and upon completion.
 5. Enclosure of building, upon completion.
- E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 1. Delivery Medium: Via E-mail submitted through Newforma platform.
 2. File Naming: Include project identification, date and time of view, and view identification.

3.9 COORDINATION DRAWINGS

- A. Review drawings with Construction Manager prior to submission to Architect/Engineer.
- B. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
- C. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
- D. Number of Copies: Submit three opaque copies of each submittal. Architect will return one copy.
- E. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Construction Manager and Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below .

3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Construction Manager and Architect/Engineer's knowledge as contract administrator or for Owner. No action will be taken.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in Adobe Portable Document Format PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected. Submit separate PDF files for each specification section. Multiple sections combined into one PDF file will be returned to the Contractor.
 - 1. Name Files according to the following format: <Section Number> <Item Description>. For example: 08 1113 Hollow Metal Doors Shop Drawings. Also add a sequential number for each submittal under a specification section. For Example: 08 1113-01 Hollow Metal Doors Shop Drawings.
 - 2. For shop drawings, the size of the electronic image must be equal with the standard paper size of the sheet, for example:
 - 3. A 30" x 42" drawing should not be placed on an 11" x 17" sheet size.
 - 4. An 11" x 17" drawing should not be placed on a 30" x 42" sheet size.
 - 5. For electronic shop drawings larger than 11" x 17", one hard copy of the drawing(s) is required to be submitted with the electronic copy. The hard copy will NOT be returned to the Contractor.
 - 6. If the Architect deems the electronic submittal illegible, corrupted, and unusable, or if the file size is unreasonably large, then a new electronic copy or hard copy will be required.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect/Engineer.
 - 1. After review, produce duplicates of the Architect's review information.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.14 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Do not reproduce the Contract Documents to create shop drawings.
 - 3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

- B. Submittal System: The contractor will provide electronic submittals using Newforma Info Exchange Server provided by the Architect.
- C. Submittal Schedule:
1. The Contractor will prepare a submittal schedule within the first 30 days after Contract Award or Notice to Proceed.
 2. In preparing the schedule, the Contractor should consider time required for review, ordering, manufacturing, fabrication, and delivery plus include additional time required for making corrections or revision to submittals noted by Construction Manager and Architect and additional time for handling and reviewing submittals required by those corrections.
 - a. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - b. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - c. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - d. Format: Arrange the following information in a tabular format:
 - 1) Schedule date for first submittal.
 - 2) Specification Section number and title.
 - 3) Submittal category: Action or Informational.
 - 4) Name of subcontractor.
 - 5) Description of the Work covered.
 - 6) Scheduled date for Architect's final release or approval.
 - 7) Scheduled date of fabrication.
 - 8) Scheduled dates for purchasing.
 - 9) Scheduled dates for installation.
 - 10) Activity or event number.
- D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. This includes the right to withhold action on a submittal requiring color selection until all related color samples or submittals are received.

2. The Contractor is responsible for assuring that each submittal is in full compliance with the submittal requirements prior to forwarding to the Architect for review. Submittals which are incomplete will be considered as not submitted until all submittal requirements are fulfilled. The architect has sole discretion to return incomplete submittals without review, to hold submittals until all requirements are fulfilled, to review partial submittals, or to waive partial requirements. In exercising this discretion, the Architect will incur no obligation to apply the same action to any other submittal.
 3. The Contractor is responsible for timely submission of submittals to allow for review and any subsequent corrections necessary prior to undertaking any work covered by the submittal.
- E. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. 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 re-submittals.
1. Initial Review: With the exception of Detention and Security Electronics submittals, allow 10 working days for initial review of each submittal. Allow 20 working days for initial review after the receipt of coordinated detention and Security Electronics submittals. Allow additional time if coordination with subsequent submittals or consultants is required. Architect will advise Contractor when a submittal being processed requires extended review time for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
 4. Sequential Review: Where the Contract Documents indicate that submittals shall be reviewed sequentially by Architect's consultants, Owner, or other parties, allow 21 days for initial review of each submittal
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 10 working days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
 6. Except for required concurrent reviews, the Contractor shall not retain or suppress submittals for group submissions. Each individual submittal is to be transmitted expeditiously upon preparation. Numerous submittals transmitted in a short time period will not be considered reasonable, and will result in review times being extended accordingly. In such cases, the Contractor may request priority consideration of certain submittals.
 7. Should the Contractor request an expedited review in order to maintain schedule, the requests will be approved at the sole discretion of Architect. Rejection will not be cause for any claims for delay or additional cost by the Contractor. The Contractor shall be solely responsible should such rejection result in the completion of construction to occur after the contract deadlines.
- F. Transmittal Form: Use Newforma Info Exchange Transmittal as approved by the Architect. When using the Architect's electronic submittal procedure, the transmittal form is part of the submittal file.
- G. Transmit each submittal with a copy of approved submittal form.

- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will reject and return received from sources other than Contractor.
 - 1. Transmittal Form Content: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number (numbered consecutively).
 - k. Remarks.
 - l. Signature of transmitter.
 - I. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
 - J. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
 - K. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
 - L. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. 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.
 - M. Include the following information on label for processing and recording action taken:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Architect.
 - 4. Name and address of Contractor.
 - 5. Name and address of subcontractor.
 - 6. Name and address of supplier.
 - 7. Submittal number or other unique identifier, including revision identifier.
 - a. Submittal number shall use Specification Section number followed by a hyphen and then a sequential number (e.g., 06-1000-01). Re-submittals shall include a sequential numeric suffix after another hyphen (e.g., 06-1000-01-1).
 - N. Deliver submittals to Construction Manager at business address.

- O. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- P. When revised for resubmission, identify all changes made since previous submission.
- Q. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- R. Submittals not requested will not be recognized or processed.

3.15 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Additional copies may be required for each type of submittal below for projects with a construction manager.
- C. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, rough-in diagrams and templates, standard wiring diagrams, and performance curves. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Number of Copies: Submit electronically through Newforma. If paper copies are the only option, when approved by owner's representative in advance, submit four copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.

- D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Shop Drawings based on reproductions of the Contract Documents does not relieve the Contractor from evaluating specific project needs and identifying specific materials, dimensions, etc. on the Shop Drawings. Do not copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- E. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. 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 of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned.
 - 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 two sets of paired units that show approximate limits of variations.
- F. Proposed Product List: As required in individual Specification Sections, and as required per Division 01 Section 01 6000 "Product Requirements", prepare and submit the "Proposed Products List."
- G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit PDF copies of subcontractor list, unless otherwise indicated. Architect, through Construction Manager will return two copies.

3.16 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit PDF copies of each submittal, unless otherwise indicated. Architect and Construction Manager will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. Test and Inspection Reports: Comply with requirements specified in Division 01 Quality Requirements.
 4. O&M and Closeout Requirements: Retain submission of closeout documentation (Manufacturer's Instructions, Warranties, etc.) until the end of the project, do not submit with individual specification section Product Data or Shop Drawing Submittals. Comply with the requirements specified in Division 01 Execution and Closeout Requirements.
 5. Informational Submittals listed in this Section are to be submitted separate from individual specification section Product Data or Shop Drawing submittals they are, by default, still considered "Informational Submittals", and as such the Architect Action Stamp does not apply to these portions unless specific comments are made otherwise.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- D. Installer Certificates: Prepare 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.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- F. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- I. Product Test Reports: Prepare written reports indicating 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.
- J. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.

- K. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 4000.
- L. Preconstruction Test Reports: Prepare 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.
- M. Compatibility Test Reports: Prepare 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.
- N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 "Closeout Submittals."
- P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- T. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect except as required in "Action Submittals" Article.
- U. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 "Closeout Submittals."

3.17 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. When submittal of Engineered Shop Drawings and Analysis & Calculations are required, they are to be submitted in final form Signed and Sealed by the delegated design professional (Engineer licensed in the state where the project is located). The submission is to be fully coordinated with the Contractor prior to submission to the Architect (Includes: field coordination, trade coordination, dimension verification, questions/answers, etc.).

3.18 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Review each submittal for accuracy and completeness of dimensions and quantities, and for performance of equipment or systems. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect. Submittals deemed by the Architect to not have been reviewed by the Contractor prior to submission may be returned and considered as "Not Submitted".
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents and coordinated with other Work of the contract.

3.19 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Construction Manager and Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Furnish as Submitted: Denotes that the submittal meets the criteria of the drawings and specifications and no revisions are required. The Contractor may proceed with fabrication or procurement of the item reviewed and may proceed with the work shown on the drawings and specifications for this item.

2. **Furnish as Corrected:** Denotes that there are deficiencies, but the Contractor may proceed with fabrication or procurement of the item reviewed and may proceed with the work shown on the drawings and specifications for the item if the deficiencies are first corrected.
 3. **Revise and Resubmit:** Denotes that the submittal does apply to the drawings and specifications, but insufficient detail has been shown or the submittal contains too many errors or omissions. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item. The Contractor must revise the submittal and resubmit for review.
 4. **Incomplete - Resubmit:** Denotes that some portion of the submittal is incomplete and the Architect cannot, therefore, review the submittal. The Architect will describe the incompleteness by comment on the submittal. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item. The Contractor must revise the submittal and resubmit for review.
 5. **Rejected:** Denotes that the submittal does not apply to the item specified or was not specified. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item, and the Contractor must prepare a new submittal. The Architect will describe the reason for rejection by comment on the submittal.
- C. **Informational Submittals:** Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Architects review is only for limited purpose of checking for general conformance with the information given and design concept expressed in the Contract Documents.
- G. Unless notified otherwise by the Contractor, the Architect's notations, comments, and mark-ups on approved submittals shall have the same effect as the Architect's order for minor changes in the Work not involving adjustment in the contract sum or extension in the contract time. The Contractor will proceed with the work, and the response will be incorporated into the contract the same as the Architect's written order for minor changes in the Work. Notify Architect in writing if noted modifications cannot be made due to conflicting circumstances in the field, in other contract documents, or for other reasons.
- H. If the Contractor believes that the Architect's notations, comments, or mark-ups constitute a change that results in added cost or time, the Contractor is to notify the Architect in writing within seven (7) days of receipt of the reviewed submittal. Do not proceed with changes that result in added cost or time until the matter is resolved in accordance with other provisions of the contract.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Project identification sign.
- H. Field offices.

1.2 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.

1.3 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations .
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.5 FENCING

- A. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.6 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.7 SECURITY

- A. Provide security and facilities to protect Work, adjacent existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Construction Manager as (Owner's representative) security program.

1.8 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Construction Manager as Owner's representative.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.9 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically as needed to keep site clean and orderly.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design, construction management and owner indicated on Drawings.
- B. Erect on site at location established by Construction Manager and/or Architect/Engineer.
- C. No other signs are allowed without Owner permission except those required by law.

1.11 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 10 - 12 persons.
- C. Provide separate private office similarly equipped and furnished, for use of Construction Manager, Architect/Engineer and Owner.
- D. Locate offices a minimum distance of 30 feet (10 m) from existing and new structures, or as directed by Construction Manager.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

