

James McCalligan Architect

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# March 13, 2010 PROJECT MANUAL FOR THE CRAIG AND ROBIN WILLIAMS REMODEL AND ADDITION

20680 Mockingbird Bodega Bay, California

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TITLE 24 CALCULATIONS	ATTACHED

March 16, 2010

# **INVITATION TO BID**

#### **PROJECT:**

Project consisting of construction of an addition, remodel and site improvements for a single family residence, located at 20680 Mockingbird Bodega Bay, California, as shown on Documents prepared by James McCalligan Architect., dated 3-10

#### SUBJECT:

Request for bid proposal for the related construction and completion of the project described herein.



James McCalligan Architect

115 Fourth Street, Suite A Santa Rosa, CA 95403 phone (707) 578-4525 fax: (707) 578-3742

#### Dear Bidder:

You are hereby invited to submit a Bid for constructing and completing the above-specified Project in accordance with the Contract Documents prepared by the Architect for the Project. All specifications are included within the construction drawings.

A complete cost breakdown is requested of the total bid amount. The lowest legitimate bidder will be selected to assist the owner and architect in refining the design and documents and finally awarded the contract to complete the work.

Copies of Drawings and related Contract Documents may be obtained from the office of the Architect by bona fide preselected contractors licensed and qualified in the type of work involved and intending to submit a Bid on the Work.

Bidders may obtain 2 sets of Drawings, one set of specification and one electronic copy of each at no charge and additional sets at the contractors expense.

Please submit your Bid in a sealed envelope and deliver to the office of the Architect, on or before April 19 2010 at, 3:00 p.m., at which time and place all Bids will be opened privately.

Bidders may contact the Architect after the bid opening to allow for time to qualify the bids to determine the results of the bidding process.

Very truly yours,

James McCalligan AIA

# **INSTRUCTIONS TO GENERAL CONTRACTOR**

# 1. QUALIFICATIONS OF General contractor

- A. Contractors and Sub contractors shall be properly qualified and licensed in accordance with the laws of the State of California, as applicable.
  - B. The Owner may make such investigations as he deems necessary to determine the ability of any Bidder to perform the Work, and the Bidder shall furnish to the Owner such information and data for this purpose as the Owner may request.
  - C. The Owner reserves the right to reject any and all Bids

# 2. EXAMINATION OF CONTRACT DOCUMENTS

Each sub contractor and the General contractor bidding shall examine, read, and be thoroughly familiar with all the Contract Documents, as defined in the General or Supplementary Conditions. Should the Bidder find discrepancies in or omissions from the Drawings and Specifications or other Contract Documents, or should he be in doubt as to their intent or meaning, he shall notify the Architect or owner immediately for clarification or interpretation as hereinafter specified.

# 3. EXAMINATION OF SITE

Each Bidder shall visit the site and acquaint himself with all conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the successful Bidder of his obligations to furnish all equipment, materials, labor, and services as necessary to carry out the provisions of the Contract.

# 4. PREPARATION OF BID

- A. Bid Form:
  - 1) The contractor shall prepare a bid form that outlines each and every trade and every material suppliers cost. Where alternates are requested or suggested by the sub and general contractors provide a separate column. Provide a space in the margin of the bid form for comments.
  - 2). Addenda: Acknowledge receipt of all addenda issued. If no addenda were issued or received, write in "none."
  - 3). Time of Completion: The (General Contractor) shall agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project within 480 consecutive calendar days thereafter as stated in the Bid Form.
  - 4). Construction Contract: The successful Bidder shall agree to execute and deliver the Owner's form of construction contract or the (Agreement, AIA Document A201) within fifteen days after receipt of written notice from the Owner of the acceptance of his bid. Such written notice will be made by the Owner within thirty days of acceptance.
  - 5). Performance Bond and Labor and Material Payment Bond: Not in Contract.
  - 6). Contractor's License: sub contractors and General contractor shall fill in their California State Contractor's License Number and Classification in the spaces provided.
  - 7). Signing of the Bid Form: General contractor shall properly date and sign the Bid. In the case of a corporation, a duly authorized officer of the corporation shall sign; in the case of a partnership, a partner shall sign; and in the case of an individual or proprietorship, such individual, proprietor, or owner shall sign. Satisfactory evidence of the authority of any

signatory on behalf of the Bidder shall be furnished.

8). CHANGE ORDERS The amount of profit and overhead and any additional cost the contractor will mark-up or deduct from any approved changes which add or deduct to or from the original contract amount.

% for an add \_\_\_\_\_% for an deduct

9). Prepare a line item cost breakdown including SubContracts, allowances, profit and overhead based on the provied format. Identify all work that the General contractor will be doing and associate a cost.

#### 5. FILING OF BID

- A. Each Bid shall be submitted in a sealed envelope addressed to the Owner and bearing on the outside the name of the Bidder, his address, the name of the Project, and the time and date of the Bid opening. If forwarded by mail, the sealed envelope containing the Bid shall be enclosed in another envelope addressed and identified the same as just specified.
- B. It is intended that Bids received prior to the time set for the Bid opening will be securely kept, unopened; but the Owner shall in no event be liable for the premature opening of any Bid. The Owner is hereby relieved of all responsibility for the premature opening of, or the failure to open, a Bid properly addressed and identified.
- C. Each bidder is required to use the attached format BID FORM and cost breakdown for purpose of the bid. Contractors may use and submit any additional supporting documents as they wish. This will be kept confidential and used only for the owner and architect to evaluate the bids.

# 6. BID EVALUATION

- A. The Contract will be awarded to the a qualified and responsible Bidder, provided his Bid is reasonable and acceptable, and provided it is in the interest of the Owner to accept his Bid.
- B. The Owner reserves the right to reject any or all Bids in whole or in part and to waive any formalities or informalities in the Bidding. The Owner shall be absolved from all responsibility for errors of judgment or calculation in the Bidding. The Owner's decision in all matters concerned with evaluating Bids will be not be final.
- C. The owner expects the contractor to obtain fair and reasonable bids for all trades and material suppliers. If the owner is not satisfied with a particular sub-contractors bid the general contractor will obtain addition qualified bids from other experienced licenced contractors.

# 7. PERMITS. LICENSES. TAXES. AND ASSESSMENTS

- A. Each Contractor, in submitting a Bid for this Contract, shall include in the Base Bid all costs and liabilities for the amounts assessed or which may be assessed under any sale or use tax, special permits, (building permit and related city fees to be paid by owner) licenses, any taxes or assessments upon the wages and salaries paid to employees of the Contractor and his SubContractors under the Contract, or any other taxes and permits which may be assessed by Federal, State, or local governments.
- B. Prices shall include any Sales Tax, Compensating Use Tax, and all other Federal and State taxes and duties in effect and applicable to the Contract.
- C. The Contractor shall accept exclusive liability and hold the Owner harmless for payment of social security taxes, unemployment insurance, worker's compensation, contributions, or other taxes

measured by the wages of employees attributable to or performing the Work herein mentioned or described.

D. The successful Bidder (Contractor) shall be responsible for obtaining all licenses and permits required for performance and completion of the Work by the Contractor under this Contract. Permit fees including fee for demolition, and pool, and other fees required for the issuance of the permits will be paid by the owner.

#### 9. INTERPRETATIONS OF CONTRACT DOCUMENTS

- A. The Bidder shall read and be thoroughly familiar with all the Contract Documents, as defined in the General or Supplementary Conditions. Should the Bidder find discrepancies in or omissions from the Drawings and Specifications or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Architect for clarification or interpretation.
- B. Every request for an interpretation of the Drawings and Specifications and related Contract Documents shall be in writing and, to be considered, must be received by the Architect at least ten days before the date set for the opening of Bids.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents. All such written addenda shall become a part of the Contract Documents.
- D. Addenda, if any, will be faxed or mailed, with return receipt confirmation requested, to all prospective General contractor at the respective addresses furnished for such purposes. Failure of any Bidder to receive any such addendum shall not relieve such Bidder from any obligation under his Bid as submitted.
- E. The Owner and Architect assume no responsibility for clarifications or interpretations of Contract Documents arrived at in any other manner.
- F. Any discrepancies or omissions in the Drawings and Specifications and related Contract Documents discovered by the Contractor shall be called to the attention of the Architect during the Bidding period.

## 10. SUBSTITUTIONS OF MATERIALS

- A. Bids shall be submitted on the basis of the Contract Documents as prepared by the Architect. Consideration of substitute "or equal" items of materials or equipment will be postponed until the apparent low Bidder has been identified.
- B. All matters relating to substitute "or equal" items shall be concluded prior to the award of the Contract or, at the discretion of the Owner, no later than the start of construction as ordered by the Owner's Notice to Proceed.
- C. Requests for substitutions will be handled as specified in Section 01630, "Substitutions and Product Options" of the Specifications.

# 11. SOIL INVESTIGATION DATA

A. The owner has retained PJC & Associates as the soil engineers and a copy of the soil investigation and foundation review letter is attached. They have visited the site and determined that the site is generally suitable for the proposed project. The soil engineer will be on site at the direction of the general contractor to review the site grading and footing trenches. His written approval is required prior to any concrete pours.

- B. The information contained in the above-referenced documents is being made available to the Contractor solely for his information and convenience. The information and data contained in the above-reference document do not constitute a part of the Contract.
- C. Neither the Owner nor the Architect represents that the information being made available shows the complete range of conditions which will be encountered in the construction of the Project. The information furnished in the referenced document represents only the opinion of the Owner and the Architect as to the character of materials encountered during field investigations.
- D. The Owner and the Architect disclaim responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information and data contained in the referenced document, it being expressly understood that the making of deductions, interpretations, and conclusions is the Contractor's sole responsibility.

#### 12. CONTRACT PROVISIONS AND REQUIREMENTS

- A. The "General Conditions of the Contract for Construction" will adopt (AIA Document A201, current Edition) as a part of this Contract, and its provisions shall apply with equal force to all of the Work, and are a part of each and every section of the Specifications, as applicable.
- B. Items specified in these Supplementary Conditions of the Contract are an extension of the General Conditions and shall take precedence over the Standard A201 General Conditions if a variance or discrepancy occurs. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the unaltered provisions shall remain in effect.
- C. Provisions in Division 1, General Requirements, of the Specifications which supplement or modify the General Conditions are an extension of the General Conditions and shall take precedence over the General Conditions if a variance or discrepancy occurs. Where any part of the General Conditions is modified or voided by the Sections under Division 1, the unaltered provisions shall remain in effect.
- D. It shall be the Contractor's responsibility to provide his SubContractors and material suppliers, or any other persons proposed to perform work, furnish materials or equipment, or render service on or about the Project, with the documents and contract requirements specified in the foregoing paragraphs A., B., and C.

# 13. INSURANCE

A. Delete Paragraphs 11.1, 11.2, 11.3, and 11.4 and all subparagraphs thereunder, and substitute, in lieu thereof, the following:

"11.1 Contractor's Liability Insurance:

"11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any SubContractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

".1 Claims under Worker's Compensation, disability benefits, and other similar employee benefit acts;

".2 Claims for damage because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage;

".3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

".4 Claims for damages insured by usual personal injury liability coverage which are sustained (I) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

".5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

".6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle."

"11.1.2 Insurance covering claims for damages to persons or property required by subparagraph 11.1.1 above shall be in the following amounts:

Bodily Injury Liability:	Each Person: Each accident or Occurrence:	\$ 500,000 \$ 1,000,000
Property Damage Liability:	Each Accident or Occurrence: Aggregate:	\$ 1,000,000 \$ 2,000,000

and shall be furnished in the types specified, as follows:

".1 Coverage for Worker's Compensation as required by California State law governing Worker's Compensation.

".2 Contractor's Liability Insurance issued to and covering the liability for damage imposed by law upon the Contractor and each SubContractor with respect to all Work performed by them under the Agreement (Construction Contract).

".3 Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all Work under the Agreement (Construction Contract) performed for the Contractor by SubContractors.

".4 Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Owner or the Contractor with respect to all Work performed for the Owner or the Contractor by third-party personnel or supervisory personnel employed by the Owner under separate contracts.

".5 Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each SubContractor arising between the date of final cessation of the Work and the date of final acceptance thereof out of that part of the Work performed by each.

".6 Comprehensive Automobile Insurance shall be carried in the amount of \$100,000/2,000,000 for bodily injury and \$1,000,000 for property damage, each occurrence. All liability and property damage insurance required hereunder shall be Comprehensive General and Automobile Bodily Injury and Property Damage form of policy.

".7 The Contractor shall in addition, and in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Owner with respect to all operations under the Construction Contract by the Contractor or his SubContractors, including omissions and supervisory acts by the Owner."

"11.2 Comprehensive Risk Policy Option: In lieu of the several policies specified for Contractor's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurance and requirements herein set forth, with an umbrella coverage of \$1,000,000 subject to approval of the Owner, will be acceptable."

"11.3 SubContractors' Insurance: Before permitting any of his SubContractors to perform any Work under this Contract, Contractor shall either (1) require each of his SubContractors to procure and maintain, during the life of the SubContracts, SubContractors's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to the Work, or (2) insure the activities of his SubContractors in his own policy."

"11.4 Builder's Risk Insurance:

"11.4.1 The Owner shall procure and maintain, for the duration of the Work of this Project, All-Risk Builder's Risk Insurance, including the perils of fire, extended coverage (loss due to vehicles, explosion, wind, flood, riot, etc.), vandalism and malicious mischief, and special extended coverage (loss due to falling objects, collapse, water damage from faulty or leaking systems, etc.) in the full amount of the Contract Sum plus the cost of authorized extras."

"11.4.2 Said amount of insurance coverage shall be considered to cover the insurable value of the Work under this Contract, which is considered not to exceed one hundred percent of the amount of this Contract and authorized extras."

"11.4.3 Any self-insured retention under this insurance shall not exceed \$250,000."

"11.4.4 Such policy shall not insure any tools or equipment or temporary structures erected at the site and belonging to any person or persons, or their SubContractors who are obliged by contract with the Owner to do Work on the Project."

"11.4.5 Such insurance shall be placed jointly in the names of the Owner and the Contractor. Contractor shall furnish the Owner with certification of said insurance prior to commencement of any Work."

"11.4.6 Any proceeds obtained from insurance provided for by the Builder's Risk Insurance shall be paid to and held by the Owner as trustee. The Owner shall have the right to withhold payment of such proceeds until such time as the Work destroyed or damaged and covered by such insurance shall be reconstructed, and shall pay such proceeds on an installment basis similar to that provided for by progress payments covering the original Work."

"11.5 Certificates of Insurance:

"11.5.1 Certificates of Insurance acceptable to the Owner shall be filed with the Owner before starting the Work at the site. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least 60 days' prior written notice has been given the Owner. Contractor shall not permit any of his SubContractors to start Work until all required insurance have been obtained and certificates with the proper endorsements have been filed with the Contractor.

"11.5.2 Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive the Owner's rights hereunder."

"11.6 Owner's Liability Insurance: The Owner, at his option, may purchase and maintain such liability insurance as will protect him against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Contractor from purchasing and maintaining the insurance hereinbefore specified."

"11.8 Loss of Use Insurance: The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused."

# **BID FORM**

Bid For: THE CRAIG AND ROBIN WILLIAMS REMODEL AND ADDITION AND RELATED SITE WORK.

Date:\_\_\_\_\_

2.

To: CRAIG AND ROBIN WILLIAMS

The Undersigned, having examined the Drawings, Specifications, and related Contract Documents, and the site of the proposed Work, and being familiar with the site and local conditions and any other conditions affecting the construction of the proposed Work, including the availability of materials and labor, hereby agrees to execute a contract to furnish all labor, materials, plant, equipment, transportation, and services necessary to perform and complete the construction of the Project in accordance with the Contract Documents, within the time limit set forth therein, for the sum quoted below:

The construction and completion of all Work required to accomplish and complete the Project as shown and noted on the Drawings and as described in the Specifications will be performed for the sum total of:

 Dollars (	(\$)	
	·	

#### DEDUCT ALTERNATE 1

Provide separate price for exclusion of eyebrow dormer with continuation of roof framing and roofing material.

Dollars (\$	).
	,

**COST BREAKDOWN** Contractor shall provide a line item cost breakdown using the format below. This will be used by owner and architect to qualify bids only. The contractor is asked to include the provided excel version of this spread sheet delivered with bid. Please use this format for you separation of cost even if it is not the format you would use for the job. The

	Allowances
0100 General Conditions	
Project layout/Surveyor	
Temporary Facilities	
Debris removal	
Rental Tools and Equipment	

Shop Drawings	
Move In/Out	
Materials/Deliveries Handling	
Demolition	
Clean Up/Miscellaneous Labor	
Supervision	
Structural Testing	
Contract Close Out	
PG&E fees	
0200 Site work	
Protection of premises, site prep, excavation, compaction,	
rough and finish, site clean up, base rock, drainage, backfill,	
site utilities,	
Water feature allowance ,(stub out of utility lines, conc walls	\$1500.00
and waterproof liner and install of feature shall be included in	
base bid)	
Below Grade LPG Tank	
Sidewalk replacement	
Gas firepit	
0300 Concrete	
Concrete Foundations	
Flatwork	
Exposed Agg. Retaining walls	
Concrete Driveway	
Interior Concrete flooring	
Upper terrace concrete.	
04 Masonry	
Flagstone installation labor	
2" Colorado random Buff Flagstone terraces materials	
1" Colorado random Buff Flagstone interior materials	
05 Metals	
Rough Hardware	
Structural and miscellaneous steel	
Cable railing and handrails	
06 Woods/Plastics	
Framing and siding labor	

Framing, siding and trim materials	
Finish carpentry labor	
Finish wood materials	
Cabinets	
Wood floor and wood treads and risers	
Concrete floor hardwood inlay	
07 Thermal/Moisture	
Waterproofing	
Insulation: thermal and sound	
Metal roofing	
Asphalt shingle roofing	
Flat roofing	
Flashing, Sheet metal, Gutters RWL's	
Building Wrap / Sealants/Caulking's	
Roof Ventilation systems	
Waterproof deck and drainage system	
08 Doors/Windows	
Interior Doors	
Metal windows, French doors, and sliding glass doors	
Miscellaneous doors	
Garage door and opener	
Skylight and Solatubes	
Bath and shower enclosures	
Door Hardware	
00 Finishes	
09 Finishes Drywall	
Tile Materials	
Tile installation labor and rough materials	
Paint interior and exterior	
Cabinets and casework and finishing	
Finish Hardware allowance	\$ 500
Carpet and pad labor and materials	NIC
Engineered stone countertops	
10 Specialties	
Appliances	
Fireplaces and flues	

Fungicide and pesticide wood treatment	
Mirror Allowance	\$1000.00
Bath Accessories allowance	\$ 500.00
13 Special Construction	
Glass and metal railings	
15 Mechanical and Plumbing	
Plumbing labor	
Plumbing Fixtures	
HVAC system (design build)	
Water softener system allowance	\$2000.00
16 Electrical	
Electrical labor	
Light Fixtures, ceiling fans Allowance	\$20,000.00
Subtotal	
Overhead	
Profit	
Other	
Total	

#### 2.

#### ADDENDA

Receipt of the following Addenda is hereby acknowledged and same are included in the sum of the Base Bid:

Addendum No.\_\_\_\_\_ Date:\_\_\_\_\_

Addendum No.\_\_\_\_\_ Date:\_\_\_\_\_

# 3. TIME OF COMPLETION

The Undersigned hereby agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the Project within 120 consecutive calendar days thereafter. The Undersigned agrees that the time period set for completion of the Project is practicable and

reasonable.

## 4. CONSTRUCTION CONTRACT

The Undersigned agrees to execute and return the Owner's form of construction contract (Agreement) within fifteen days after receipt of the Contract (Agreement) for signing. It is understood that award of contract will be made by the Owner within sixty days after receipt of this Bid.

#### 5. GENERAL AGREEMENTS

- A. The sum quoted in the Base Bid is based upon the following general agreements:
  - 1) The sum quoted in the Base Bid represents the entire cost of the Work and the Project. The sum quoted in the Base Bid includes any and all costs for insurance, including all insurance required by the General Conditions and Supplementary Conditions, all applicable taxes, and any and all fees for licenses and permits other than building permits fees for structures, pool and demolition. The Undersigned agrees that no claim will be made for any additional costs or charges for increases in costs such as higher wage scales or materials prices.
  - 2) The terms "Contract," "Contract Documents," "Work," and "Project," as used herein, are interpreted to be the same as defined in the General Conditions and Supplementary Conditions.
  - 3) The Undersigned has visited and examined the location of the proposed Project and is thoroughly familiar with the Drawings, Specifications, and related Contract Documents, as well as the existing conditions of the site of the Project.
  - 4) The Undersigned has carefully checked all the figures used in compiling the sum quoted in the Base Bid and understands that the Owner will not be responsible for any errors or omissions incurred by the Undersigned in the preparation of this Bid.
  - 5) The Undersigned understands that the Owner reserves the right to reject the Bid and to waive any informalities or irregularities in the Bid.
  - 6) The Undersigned agrees that this Bid shall be good and may not be withdrawn for a period of thirty consecutive calendar days after the Bid has been received and opened by the Owner.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By:\_\_\_

(Signature)

Title:\_\_\_\_

Contractor's Name and Address:

(Corporate Seal)

Telephone No.:\_\_\_\_\_

# **DIVISION 1 GENERAL CONDITIONS**

# SECTION 01110 - SUMMARY OF WORK

GENERAL

# RELATED DOCUMENTS

- 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 2. SCOPE OF WORK
- A. Project Description: The Project consists of site improvements, additions and remodeling.
- B Site demolition Work will consist of removing portions of the existing residence and deck, driveway and portions of the site and site utilities. The architect and client have no knowledge of any hazardous materials. The contractor to verify the presence of any hazardous materials and obtain any necessary approvals from the bay area air quality management department. Fees paid for said permit will be reimbursed by the owner.

# 3. CONTRACTOR USE OF PREMISES

- A. Limit use of the premises to construction activities in areas indicated.
- B. Coordinate use of premises and access to site with the Owner and Architect.
- C. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed unless approved by the county of Napa.
- D. Keep street and entrances clear at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize requirements for storage of materials.
- E. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- F. Limit use of site for work and storage to areas within the site boundaries unless specific areas are allowed in writing by the Owner.
- G. If necessary, obtain and pay for the use of additional storage or work areas needed for operations. Unless otherwise agreed upon, onsite storage shall be limited to areas of new construction.
- H. Do not unreasonably encumber space with materials.
- I. Work area must be kept clean and safe at all times. Jobsite must be broom cleaned daily.
- J. No propane or similar flammable gas or liquid used in construction is permitted to be stored on the premises. It is to be removed from the premises when not is use during the off hours and weekends.
- K. Repair damage caused by construction operations both on and off site. Take precautions necessary to protect the building and nieghboring occupants during the construction period.

# 4. COORDINATION

- A. Coordinate work to assure efficient and orderly sequence of installation of construction elements.
- B. Verify that characteristics of interrelated operation equipment are compatible; coordinate work having interdependent responsibilities for installing, connection to, and placing such equipment in service. Coordinate space requirements and installation of mechanical and electrical work; make runs parallel with lines of building.
- C. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.
- D. Coordinate construction schedule and operations with Owner and Architect.
- 5. FIELD ENGINEERING

- A. Provide project engineering service; establish lines and levels by use of recognized engineering survey practices.
- B. Locate and protect control and reference points.
- 6. REGULATORY REQUIREMENTS AND REFERENCE STANDARDS
- A. Regulatory Requirements:
  - 1. Architect has contacted governing authorities and reviewed design requirements of local, state and federal agencies for applicability to Project.
  - 2. Contractor shall be responsible for contacting governing authorities directly for necessary information and decisions bearing upon performance of Work.
- B. Reference Standards:
  - 1. For Products specified by association or trade standards, comply with requirements of referenced standard, except when more rigid requirements are specified or are required by applicable codes and as noted in the engineers specifications.
  - 2. Applicable date of each standard is that in effect as of Contract date, except when a specific date is specified.
- 7. ORDERING OF MATERIALS
- A. Certain materials are considered custom or long lead items and must be expedited through submittals and ordering. Contractor shall verify delivery for all materials and schedule submittals and orders accordingly.
- B. Contractor shall provide written verification that each custom or long lead item has been ordered in sufficient time to meet proposed construction schedule.
- 7. CERTIFICATE OF SUBSTANTIAL COMPLETION
- A. Certificate of Substantial Completion will be executed for the Work occupied.
- B. Prior to Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed.
- C. Obtain partial Certificates of Occupancy from local building officials to allow partial Owner occupancy in the following order:
  - 1. Partial Certificate of Occupancy for main residence.
  - 2. Final Certificate of Occupancy for completion of the project.

# PRODUCTS NOT USED

EXECUTION NOT USED

END OF SECTION 01110

# SECTION 01250 – CONTRACT MODIFICATION PROCEDURES

1. GENERAL

# 2. RELATED DOCUMENTS

- i. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
  - b. SECTION INCLUDES
    - i. Change orders and change order procedures.
    - ii. Allowance adjustments.

iii. This section specifies administrative and procedural requirements for handling and processing Contract modifications.

# c. MINOR CHANGES IN THE WORK

- i. The Owner will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to Contract Sum or Time.
- ii. Authorization for minor changes in the Work that involve adjustments to Contract Sum or Time, must be approved by the Owner and will be issued by the Owner.

# d. CHANGE ORDER PROPOSAL REQUESTS

- i. The Owner, with a detailed description of the proposed change and supplemental or revised Drawings and Specification if accepted, will issue proposal requests that require adjustment to the Contract Sum or Time. Proposal requests are for information only and shall not be considered as instruction to stop work in progress, or to execute the change.
- ii. Unless otherwise indicated, within twenty days of receipt, submit an estimate of cost to execute the change.
  - (1) Include a list of quantities of products to be purchased and unit costs, along with the amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
  - (2) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - (3) Include a statement indicating the effect the proposed change in the Work will have on the Contract time.

# e. CONTRACTOR INITIATED CHANGE ORDER PROPOSAL REQUESTS

- i. When unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request to the Owner.
  - (1) Include a statement outlining reasons for the change. Provide a complete description of the change. Indicate effect of the proposed change on the Contract Sum and Time.
  - (2) Include a list of quantities of products to be purchased and unit costs, along with amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
  - (3) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- ii. Comply with requirements in Section 01630 if the change requires substitution of one product or system for product or system specified.

# f. ALLOWANCE ADJUSTMENT

- i. Base each change order proposal request for an allowance cost adjustment on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
  - (1) Include installation costs in the purchase amount only where indicated as part of the allowance.
- ii. When requested, prepare explanations and documentation to substantiate margins claimed.
- iii. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.

- iv. Submit claims for increased costs because of change in scope or nature of the allowance described in contract documents, whether for purchase amount or Contractor's handling, labor, installation, overhead and profit, within 20 days of receipt of change order or construction change directive authorizing work to proceed. Claims submitted later than 20 days will be rejected.
- v. Change order cost amount shall not include Contractor's or SubContractor's indirect expense except when clearly demonstrated that the nature or scope of work required was changed from what could have been foreseen from the allowance description and other information in contract documents.
- vi. No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems, of the same scope and nature as originally indicated.

# g. CONSTRUCTION CHANGE DIRECTIVE

- i. When the Owner and Contractor are not in agreement on terms of a Change Order Proposal Request, a Construction Change Directive may be issued by the Architect upon approval of the Owner, instructing the Contractor to proceed with a change, for subsequent inclusion in a Change Order.
- ii. Construction Change Directive will contain a complete description of the change and designate method to be followed to determine change in the Contract Sum or Time.
- iii. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
- iv. After completion of the change submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- h. CHANGE ORDER PROCEDURES
  - i. The Owner will issue a Change Order for signatures of the Owner and Contractor, as provided in the Conditions of the Contract.
- 3. PRODUCTS NOT USED
- 4. EXECUTION NOT USED

SECTION 01290 - APPLICATIONS AND CERTIFICATES FOR PAYMENT

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.2 SECTION INCLUDES
  - A. Requirements for Schedule of Values.
  - B. Initial Application for Payment requirements.
  - C. Final Application for Payment requirements.

# D. Waivers of lien.

# 1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule.
- B. Correlate line items in the Schedule of Values with other schedules and forms, including:
  - 1. Contractor's Construction Schedule.
  - 2. Application for Payment form.
  - 3. List of SubContractors.
  - 4. List of products.
  - 5. Schedule of submittals.
- C. Submit the Schedule of Values to the Owner at the earliest date, but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.
- D. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format.
- E. Identification: Include the following identification:
  - 1. Project name and location.
  - 2. Name of the Architect.
  - 3. Project number.
  - 4. Contractor's name and address.
  - 5. Date of submittal.
- F. Arrange the Schedule in tabular form with columns to indicate the following for each item:
  - 1. Generic name.
  - 2. Related Specification Section.
  - 3. Name of SubContractor.
  - 4. Name of manufacturer or fabricator.
  - 5. Name of supplier.
  - 6. Change Orders (numbers) that have affected value.
  - 7. Dollar value.
  - 8. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- G. Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment. Break SubContract amounts down into several line items. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.
- H. For each item where an Application for Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost, each subsequent stage of completion, and installed value.
- I. Show line items for indirect costs, and margins on costs, to extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete, and the total include total cost and share of overhead and profit.
- J. Temporary facilities and items are not direct cost of Work-in-place may be shown as separate line items or distributed as general overhead expense.
- K. Update and resubmit the schedule when Change Orders or Construction Change Directives change the Contract Sum.

# 1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by the Owner.

- B. Payment Application Forms: Use approved AIA form.
- C. Application Preparation: Complete every entry, including notarization and execution by person authorized to sign on behalf of the Owner. Incomplete applications will be returned without action.
- D. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
- E. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the period covered by the application.
- F. Transmittal: Submit 3 executed copies of each application to the Owner within 24 hours; one copy shall be complete, including waivers of lien and similar attachments.
- G. Transmit each copy with a transmittal listing attachments, and recording information related to the application.
- H. Retention will be 10% at each payment applictaion.

#### 1.5 INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:

- 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. Copies of building permits.
- 7. Copies of licenses from governing authorities.
- 8. Certificates of insurance and insurance policies.
- 9. Performance and payment bonds (if required).

#### 1.6 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:
  - 1. Occupancy permits.
  - 2. Warranties and maintenance agreements.
  - 3. Test/adjust/balance records.
  - 4. Maintenance instructions.
  - 5. Meter readings.
  - 6. Change-over information related to Owner's occupancy.
  - 7. Final cleaning.
  - 8. Application for reduction of retainage, and consent of surety.
  - 9. Special inspection reports.

# 1.7 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:
  - 1. Completion of Project closeout requirements.
  - 2. Completion of items specified for completion after Substantial Completion.
  - 3. Transmittal of required Project construction records to Owner.
  - 4. Proof that taxes, fees and similar obligations have been paid.

5. Change of door locks to Owner's access.

## 1.8 WAIVERS OF LIEN

- A. With each application, submit waivers of lien from every entity who may file a lien arising out of the Contract, and related to the Work covered by the payment.
- B. Submit partial waivers on each item for amount requested, prior to deduction for retainage, on each item.
- C. When an application shows completion of an item, submit final or full waivers.
- D. Waiver Delays: Submit each application with Contractor's waiver of lien for the period covered by the application.
- E. Submit final Application for Payment with final waivers from every entity involved with performance of Work covered by the application who could be entitled to a lien.
- F. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION – NOT USED

# END OF SECTION 01290

# SECTION 01330 – SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.2 SECTION INCLUDES
  - A. Specific requirements for handling submittals.

#### 1.3 GENERAL PROCEDURES

- A. Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay.
- B. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

#### 1.4 PROCESSING

A. Allow two weeks for initial review. Allow more time if processing must be delayed for coordination with other submittals. The Owner will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.

B. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

# 1.5 SUBMITTAL PREPARATION

- A. Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the 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. Name of manufacturer.

# SUBMITTAL TRANSMITTAL

- B. Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.
- C. Transmittal Form: Contractor's transmittal form is acceptable. On the form record requests for data, and deviations from Contract Documents. Include Contractor's certification that information complies with Contract Documents.
- D. Indicate specification section number on transmittal form for Architect's use.

#### 1.6 SUBMITTAL SCHEDULE

- A. Submit the Submittal Schedule within 30 days of commencement of the Work. Coordinate the Schedule with the list of SubContracts, Schedule of Values and list of products as well as the Construction Schedule.
- B. Prepare the Schedule in chronological order; include submittals required during the first 90 days of construction.

# 1.7 DISTRIBUTION OF SCHEDULES

- A. Distribute copies of the Submittal Schedule to the Architect, Owner, SubContractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.
- B. Updating: Revise Schedule after each meeting or activity, where revisions have been made. Issue the updated Schedules concurrently with report of each meeting.

#### 1.8 SHOP DRAWINGS

- A. Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Required information includes but is not limited to the following:
  - 1. Dimensions.
  - 2. Identification of products and materials included.
  - 3. Notation of coordination requirements.
  - 4. Notation of dimensions established by field measurement.
- B. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".

- C. Submit one correctable reproducible print and 3 blue-line prints; if the Drawing is required for maintenance manuals submit 5 prints; 2 prints will be retained; the remainder will be returned. One of the prints returned shall be maintained as a "Record Document".
- D. Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.

# PRODUCT DATA

A. Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options.

B. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- 1. Manufacturer's printed recommendations.
- 2. Compliance with recognized trade association standards.
- 3. Compliance with recognized testing agency standards.
- 4. Application of testing agency labels and seals.
- 5. Notation of dimensions verified by field measurement.
- 6. Notation of coordination requirements.
- C. Preliminary Submittal: Submit a preliminary single-copy where selection of options is required.
- D. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
  - 1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- E. Distribution: Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.
  - 1. Do not permit use of unmarked copies of Product Data in connection with construction.

#### 1.10 SAMPLES

- A. Coordinate sample submittals for interfacing work.
- B. Include identification on each sample, with full Project information.
- C. Submit the number of samples specified in individual specification Sections; one of which will be retained by Architect/Engineer.
- D. Approved samples which may be used in the Work are indicated in individual specification Sections.

#### 1.11 MANUFACTURER'S INSTRUCTIONS

A. Identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.12 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, in quantities specified for Product Data.
- B. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

#### 1.13 DISTRIBUTION

- A. Prepare additional sets for SubContractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.
- B. Architect's Action: Except for submittals for record, information or similar purposes, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 01330

SECTION 01400 - QUALITY REQUIREMENTS

#### PART 1 - GENERAL

- 1. RELATED DOCUMENTS
  - a. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 1. SECTION INCLUDES
  - a. Administrative and procedural requirements for quality assurance and quality control.
  - a. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
    - 1) Specific 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.
    - 1) Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
    - 1) Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - a. Pre-construction conferences.
- 1. RELATED SECTIONS
  - 1) Divisions 2 through 16 Sections for specific test and inspection requirements.
- 1. DEFINITIONS
  - a. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
  - a. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.

a. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

# 1. DELEGATED DESIGN

- 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.

#### 1. SUBMITTALS

- a. Qualification Data: 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.
- a. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- a. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1) Specification Section number and title.
  - 1) Description of test and inspection.
  - 1) Identification of applicable standards.
  - 1) Identification of test and inspection methods.
  - 1) Number of tests and inspections required.
  - 1) Time schedule or time span for tests and inspections.
  - 1) Entity responsible for performing tests and inspections.
  - 1) Requirements for obtaining samples.
  - 1) Unique characteristics of each quality-control service.
- a. Reports: Prepare and submit certified written reports that include the following:
  - 1) Date of issue.
  - 1) Project title and number.
  - 1) Name, address, and telephone number of testing agency.
  - 1) Dates and locations of samples and tests or inspections.
  - 1) Names of individuals making tests and inspections.
  - 1) Description of the Work and test and inspection method.
  - 1) Identification of product and Specification Section.
  - 1) Complete test or inspection data.
  - 1) Test and inspection results and an interpretation of test results.
  - 1) Ambient conditions at time of sample taking and testing and inspecting.
  - 1) Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 1) Name and signature of laboratory inspector.
  - 1) Recommendations on retesting and re-inspecting.
- a. 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. QUALITY ASSURANCE

- a. 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.
- a. 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.
- a. 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.
- a. 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.
- a. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- a. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E548, and that specializes in types of tests and inspections to be performed.

#### 1. QUALITY CONTROL

- a. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1) Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  - 1) Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- a. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  - 1) Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  - 1) Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
  - 1) Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 1) Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 1) Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 1) Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- a. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
  - 1) Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 1) Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  - 1) Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

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

# 1. PRE-CONSTRUCTION CONFERENCE

- a. Convene a pre-construction conference after execution of the Agreement and prior to commencement of construction activities. Review responsibilities and personnel assignments.
- a. Attendees: The Owner, Architect, the Contractor and his superintendent, SubContractors, suppliers, manufacturers, and other concerned parties shall be represented by persons authorized to conclude matters relating to the Work.
- a. Agenda: Discuss significant items that could affect progress, including the tentative construction schedule, critical sequencing, use of the premises, procedures for processing Change Orders and equipment deliveries.
- a. Review progress of other activities and preparations for the activity under consideration at each conference, including time schedules, manufacturers' recommendations, weather limitations, substrate acceptability, compatibility problems and inspection and testing requirements.

- a. Use conferences to assure accurate coordination among trades where appearance of intersecting materials is critical. Follow agendas laid out in individual Sections.
- a. Record significant discussions, agreements and disagreements of each conference, along with the approved schedule. Distribute the meeting record to everyone concerned, promptly, including the Owner and Architect.
- a. Do not proceed if the conference cannot be successfully concluded. Initiate necessary actions to resolve impediments and reconvene the conference at the earliest feasible date.

#### PART 2 - PRODUCTS - NOT USED

#### EXECUTION

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

# END OF SECTION 01400

#### SECTION 01411 - DESIGN BUILD REQUIREMENTS

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specifications, apply to this Section.

# 1.2 SUMMARY

- A. Section includes requirements of Contractor for design-build work where identified in the various Sections.
- B. Design-build procedures are specified to assist Contractor in coordinating design-build Work.
- C. Design Build components include, but are not limited to, the following:

Windows and doors, Plumbing and Electrical system, HVAC system, waterproof decks and flat roof drainage system, site Drainage.

#### CONTACTOR'S RESPONSIBILITY

- D. Contractor acknowledges that it shall be responsible for the design, method of construction, coordination and integration with other trades to achieve the architectural design intent of the Contract Documents, of those portions of the design-build work including sizing, sequence, placement, details of construction.
- E. Contractor guarantees the following:
  - 1. Design-build work shall be constructed in compliance with building codes and ordinances in effect and shall be fit and proper for its intended use.
  - 2. Where relevant, design and method of construction of the design-build work shall not incorporate or employ the use of any product, process, or techniques which may be protected by common law or statutory patent, copyright or trade secret rights unless Contractor or SubContractor shall be the lawful owner of licensee of same.
- F. 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, and expenses resulting from breach or failure by Contractor to perform fully any of the foregoing obligations and specifically agrees to indemnify and hold Owner harmless from any and all claims of the Contractor's employees, agents, SubContractors, suppliers or third parties and to make good any damages to Work, and attorney's fees and costs of additional work by Owner's Architect resulting from inadequacies of the design, techniques or methods of construction of the design-build Work.
- G. The design and the drawing and specifications for the technique and method of construction of the design-build Work shall be prepared and shall result in work which is fit to perform its intended use.
- H. Provide design-build plans, specifications, and calculations that are prepared, stamped and signed by qualified, registered, licensed engineers authorized to practice their professions under the laws of the State of California. The plans, specifications, and calculations shall be acceptable to the Architect.
- I. Prior to commencement of the design-build Work at the Project Site, Contractor shall provide the Owner with copies of the current insurance policies covering errors and omissions of persons designing the design-build work with maximum deductibles and limits per occurrence as mutually agreed by the Owner and Contractor, together with an endorsement providing for 30 days' notice to Owner prior to cancellation or material reduction in coverage.

# 1.3 COORDINATION WITH ARCHITECTURAL DESIGN INTENT

- A. Ceilings:
  - 1. Coordinate the work of all trades involved to ensure clearances for fixtures, ducts, piping, ceiling and other above-ceiling work as necessary to maintain finished ceiling heights.
  - 2. Paint all exposed items at ceilings. Paint air grilles to match adjacent ceiling finish.
  - 3. Locate light fixtures, sprinkler heads, and diffuser grilles in the centers of of the ceiling panels or in line with other fixtures per reflected ceiling plan.
- B. Areas Where Structure Is Exposed:
  - 1. Install sprinkler lines, ductwork, conduit, plumbing, and process piping, lighting, and all other overhead items at regular intervals, parallel to and/or perpendicular with building column grid lines.
  - 2. Align all hangers, wires, braces, struts, chains, junction boxes, etc., in any given line aligned with one another, and install in the same fashion, for a neat and uniform appearance.
- C. Review exposed layouts with Architect's and other trades in the field prior to commencing work. Layouts which have not been reviewed with be subject to change at no additional expense to the Owner, if found unsatisfactory. Areas subject to review include but are not necessarily limited to exposed structure areas.

- D. Do not locate sprinkler lines, ductwork, conduit access panels, cleanouts, plumbing, process piping, lighting (including speakers) in and/or through special feature areas and finishes, including walls and ceilings, except as otherwise specifically indicated on the Drawings.
  - 1. Engineering design and construction shall be by alternative route and not necessarily direct route method.
  - 2. Special feature areas include:
    - A. Special finish areas include walls, ceilings, and floors finished with wood, and stone.
- E. Building construction Type is indicated on the Project Data Drawing. Designated areas shall be constructed of fire resistive construction and design-build work shall incorporate this requirement into their design.

PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION – NOT USED

#### END OF SECTION 01411

#### SECTION 01423 - REFERENCE STANDARDS AND DEFINITIONS

#### PART 1 - GENERAL

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

#### 1.2 DEFINITIONS

- A. Basic Contract definitions are included in the Conditions of the Contract.
- B. Approve: Where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Experienced: When used with the term Installer, means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
- E. Furnish: Means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- F. Indicated: Refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as shown, noted, scheduled, and specified are used, it is to help the reader locate the reference.
- G. Install: Describes operations at Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Installer: An Installer is the Contractor or an entity engaged by the Contractor, either as an employee, SubContractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

- I. Project Site: Is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- J. Provide: Means to furnish and install, complete and ready for the intended use.
- K. Regulation: Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- L. Testing Laboratories: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

#### 1.3 GOVERNING DICTIONARY

A. The definitions of the words used in these Specifications, which are not defined in the Section, the General Conditions, or in referenced standards, are as given in "Webster's Third New International Dictionary", The Definitive Merriam-Webster Unabridged Dictionary of the English Language.

#### 1.4 ABBREVIATIONS AND NAMES

A. Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

#### 1.5 SPECIFICATION FORMAT AND LANGUAGE

- A. These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and 0507FORMAT numbering system.
- B. Language used in the Specifications and other Contract Documents is abbreviated. Words that are implied, but not stated shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
- C. Imperative language is used generally. Requirements expressed in the imperative mood are to be performed by the Contractor. The indicative mood is employed on occasion when such sentence structure is necessary to convey the intended meaning in a more accurate or understandable format. (The imperative and indicative moods of sentence structure are defined in CSI's Manual of Practice.)
- D. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Streamlining: Employs the colon as a symbol for the words "shall be", "shall have", "shall conform with", "shall meet the requirements of", or "shall comply with".
- F. A colon is also used to set off a paragraph title or heading from the text that follows. This is the case when a grammatically complete sentence follows a heading and a colon. It is also used as a punctuation mark in a sentence to direct attention to matter that follows. This is not streamlining.

#### 1.6 INTERPRETATIONS

- A. In order to reduce the length of these Specifications, certain phrases are written without objects and shall be interpreted as described below.
- B. As indicated: Whenever "as indicated" is specified in these Specifications, it shall be understood to read "as indicated on the Drawings".

- C. As required: Whenever "as required" is specified in these Specifications, it shall be understood to read "as required for a complete and finished installation" or "as required for a complete and finished, operable installation".
- D. As specified: Whenever "as specified" is specified in these Specifications, it shall be understood to read "as specified herein" or "as specified in these Specifications".

#### 1.7 STANDARD OF QUALITY

A. Where one certain kind, type, brand or manufacturer of material is named in these Specifications, it shall be regarded as the required minimum standard of quality. Submit requested substitutions in accordance with Section 01630.

#### 1.8 SUBMITTALS

- A. It shall be understood that the various submittals required by the individual specifications sections are to be submitted to the Architect for review and approval as specified in the General Conditions.
- B. Unless "no substitute" is specified, these Specifications shall be interpreted to include the words "or approved equal" after every product specified by manufacturer's brand name or model number. Substitutions will be handled and processed in accordance with Section 01630.

#### 1.9 PERMITS, LICENSES, AND CERTIFICATES

A. 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

# END OF SECTION 01423

# SECTION 01630 - PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 PRODUCTS

- A. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock.
- B. "Named Products" are items identified by manufacturer's product name, including make or model designation indicated in the manufacturer's product literature.
- C. "Materials" are products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

D. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

# 1.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming one or More Manufacturers with a Provision for Substitutions: Submit a request for substitution, during Bidding only, for any manufacturer not named.

#### 1.4 SUBSTITUTIONS

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. When the Contractor has the option of selecting between two or more products, the product selected shall be compatible with products previously selected.
- C. Semi-proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
- D. Where products are specified by name, accompanied by the term "or approved equal" comply with provisions herein for substitution submittals to obtain approval for use of an unnamed product.
- E. Descriptive Specification Requirements: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that provides the characteristics and otherwise complies with requirements.
- F. Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
  - 1. Substitutions requested during the bidding period, and accepted prior to award of Contract.
  - 2. Revisions to Contract Documents requested by the Owner or Architect.
  - 3. Specified options of products and construction methods included in Contract Documents.
  - 4. Compliance with governing regulations and orders issued by governing authorities.

# 1.5 SUBSTITUTION REQUEST REVIEW

- A. Requests for substitutions, submitted to the Architect by the Contractor after commencement of construction, will be reviewed at the Architect's standard hourly rate, charged to the Contractor as appropriate to the request.
- B. The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
  - 1. Extensive revisions to Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of Contract Documents.
  - 3. The request is timely, fully documented and properly submitted.
  - 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
  - 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  - 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  - 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other

considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, and similar considerations.

- 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
- 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
- 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- C. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

# 1.6 SUBSTITUTION SUBMITTALS

- A. Requests for substitutions will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
- B. Submit 3 copies of each request for substitution in the form and in accordance with procedures for Change Order proposals.
- C. Identify the product, or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Document compliance with requirements for substitutions, and the following information, as appropriate:
  - 1. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
  - 2. Samples, where applicable or requested.
  - 3. A comparison of significant qualities of the proposed substitution with those specified.
  - 4. A list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will be necessary to accommodate the proposed substitution.
  - 5. A statement indicating the substitution's effect on the Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - 6. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - 7. Certification that the substitution is equal-to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time that may be necessary because of the substitution's failure to perform adequately.
- D. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information necessary for evaluation. Within 2 weeks of receipt of the request, or one week of receipt of additional information, which ever is later, the Architect will notify the Contractor of acceptance or rejection. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

# END OF SECTION 01630

#### SECTION 01731 - CUTTING AND PATCHING

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of Work.

#### 1.3 RELATED SECTIONS

- A. Section 01110 Summary of Work: Work by Owner or by separate contractors.
- B. Section 01330 Submittals Procedures.
- C. Section 01630 Product Substitution Procedures.
- D. Individual Product Specification Sections:
  - 1. Cutting and patching incidental to work of the Section.
  - 2. Advance notification to other Sections of openings required in work of those Sections.
  - 3. Limitations on cutting structural members.

#### 1.4 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather-exposed or moisture-resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate contractor.
- B. Include in request:
  - 1. Identification of Project.
  - 2. Location and description of affected work.
  - 3. Necessity for cutting or alteration.
  - 4. Description of proposed work, and products to be used.
  - 5. Alternatives to cutting and patching.
  - 6. Effect on work of Owner or separate contractor.
  - 7. Written permission of affected separate contractor.
  - 8. Date and time work will be executed.

# PART 1- PRODUCTS

- 1.5 MATERIALS
  - A. Primary Products: Those required for original installation.
  - B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01630.

# PART 2 - EXECUTION

#### 1.1 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

#### 1.2 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.
- C. Maintain excavations free of water.

#### 1.3 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching, including excavation and fill to complete work.
- B. Fit products together, to integrate with other work.
- C. Uncover work to install ill-timed work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing when requested.
- F. Provide openings in the work for penetration of mechanical and electrical work.

#### 1.4 PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ original installer to perform cutting and patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- D. Restore work with new products in accordance with requirements of Contract Documents.
- E. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

# END OF SECTION 01731

# SECTION 01770 – CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUBSTANTIAL COMPLETION

- A. In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed substantially complete.
- B. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
- C. Submit record drawings, maintenance manuals, property survey, and similar record information.
- D. Complete start-up testing of systems, and instruction of the Owner's personnel. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- E. Complete final clean up. Touch-up, repair, and restore marred exposed finishes.

#### 1.3 INSPECTION PROCEDURES

- A. On receipt of a request for inspection, the Architect will proceed or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
- B. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
- C. Results of the completed inspection will form the basis of requirements for final acceptance.
- 1.4 FINAL ACCEPTANCE
  - A. Owner will notify Architect 30 days prior to anticipated substantial completion to schedule inspection.
  - B. Before requesting inspection for certification of final acceptance and final payment, complete the following:
    - 1. Submit final payment request with releases.
    - 2. Submit a final statement, accounting for changes to the Contract Sum.
    - 3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
    - 4. Submit final meter readings for utilities, a record of stored fuel, and similar data as of Substantial Completion.
    - 5. Submit consent of surety to final payment.
    - 6. Submit evidence of continuing insurance coverage complying with insurance requirements.

#### 1.5 REINSPECTION PROCEDURE

- A. The Architect will reinspect the Work upon receipt of notice that the Work has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.
- B. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
- C. If necessary, reinspection will be repeated.

#### 1.6 RECORD DOCUMENT SUBMITTALS

- A. Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Architect's reference.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark-up these drawings to show the actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
- C. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover.
- D. Record Specifications: Maintain one copy of the Project Manual, including agenda. Mark to show variations in actual Work performed in comparison with the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record drawing information and Product Data.
- E. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- F. Delete Architect/Engineer title block and seal from all documents.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment. Documents will be forwarded to Owner for approval.

#### 1.7 FINAL CLEANING

- A. Employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program.
- B. Perform cleaning prior to requesting inspection for certification of Substantial Completion.
- C. Remove labels that are not permanent labels.
- D. Clean transparent materials. Remove glazing compound. Replace chipped or broken glass.
- E. Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
- F. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- G. Clean the site of rubbish, litter and other foreign substances. Sweep paved areas; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- H. Removal of Protection: Remove temporary protection and facilities.
- I. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials from the site and dispose of in a lawful manner.
- J. Adjust operating Products and equipment to ensure smooth and unhindered operation.

# PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION - NOT USED