

DOCUMENT 00003

PROJECT DIRECTORY

OWNER/USER:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
NEW ORLEANS REGIONAL TRANSPORTATION
TRAFFIC MANAGEMENT CENTER (TMC)
ORLEANS PARISH

ARCHITECT:

SIZELER THOMPSON BROWN ARCHITECTS
300 LAFAYETTE MALL, SUITE 200
NEW ORLEANS, LA 70130
Tel: (504) 523-6472
Fax: (504) 529-1181
Principal-in-Charge: Mr. Thomas M. Brown
Project Architect: Mr. Ken Zito
Email: kzito@sizeler.com

CIVIL AND
STRUCTURAL ENGINEER:

SCHRENK AND PETERSON CONSULTING ENGINEERS, INC.
4141 BIENVILLE STREET
NEW ORLEANS, LA 70119
Tel: (504) 482-7856
Fax: (504) 482-7325
Representative Civil: Mr. Jim San Martin
Representative Structural: Mr. Edmund Schrenk

MECHANICAL AND
ELECTRICAL ENGINEER:

D KANTER AND COMPANY CONSULTING ENGINEERING
2321 NORTH HULLEN, SUITE B
METAIRIE, LA 70001
Tel: (504) 830-1370
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Representative Electrical: David Kanter
Representative Mechanical: Don Colburn

LANDSCAPE
ARCHITECT:

DALY-SUBLETTE
2121 RIDGELAKE DRIVE, SUITE 105
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Representative: Brian Sublette

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL INVESTIGATION

1.1 SUBSOIL INVESTIGATIONS

- A. **A Geotechnical investigation** was made by DOTD at the project site and a report was made by Eustis Engineering Company, Inc., 3011 28th Street, Metairie, LA 70002-6019, phone: 504-834-0157; fax: (504) 834-0354. Copies of the investigation, number 18803 (dated May 2, 2005), are contained herein following this page. Neither the Owner, the Architect, nor the Engineer guarantee the accuracy of the soils information.
- B. **Data indicating subsurface conditions** are not intended as representations or warrants of continuity of such conditions between soil borings. The Owner, Architect and Engineer will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data is made available for the convenience of the Contractor.
- C. **Additional test borings** and other exploratory operations may be made by the Contractor at no additional cost to the Owner, provided they are acceptable to the Owner and the Architect.
- D. **The above-referenced geotechnical report** is provided for the Bidder's use in preparing Bids and does not relieve the Bidders from doing their own investigation to determine the accuracy of the information.
- E. **This report is not part of the Contract Documents.**

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

- A. **General Conditions:** A.I.A. Document A201, **General Conditions of the Contract for Construction - 1997 Edition**, of the American Institute of Architects, are the General Conditions of this Contract and are bound into this Project Manual following this page.
- B. **Contractor's Responsibility:** The Contractor shall acquaint himself with the provisions of the General Conditions and notify all subcontractors, suppliers and other parties, individuals and agencies engaged in the Work as to their contents.
- C. **Contractual Adjustments:** No contractual adjustments will be permitted for failure of the Contractor to fully acquaint himself and other interested parties with the conditions of A.I.A. Document A201.
- D. **Supplementary Conditions:** The General Conditions of the Contract for Construction are modified and expanded in this Project Manual by the Supplementary Conditions. The Supplementary Conditions consist of the following documents:
 - 1. Document 00750 - SUPPLEMENTARY CONDITIONS

SECTION 01250

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. **Section Includes: Administrative** and procedural requirements for handling and processing contract modifications as follows:
 - 1. Minor Changes in the Work
 - 2. Change Order Proposal requests.
 - 3. Construction Change Directives.
 - 4. Change Order Procedures.
- B. Related Sections:
 - 1. Document 00700 - General Conditions.
 - 2. Section 01290 - Payment Procedures: Administrative procedures governing applications for payment.
 - 3. Section 01322 - Project Management Software: Contractor's construction schedule.
 - 4. Section 01630 - Product Substitution Procedures: Administrative procedures for handling requests for product substitutions after award of the Contract.

1.2 MINOR CHANGES IN THE WORK

- A. **Supplemental instructions:** In accordance with General Conditions - Paragraph 7.4, the Architect will issue supplemental instructions, in writing, authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time.

1.3 CHANGE ORDER PROPOSAL REQUESTS

- A. **General:** Provisions for Change Orders are specified in General Conditions - Paragraph 7.2.
- B. **Owner-Initiated Proposal Requests:** Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Proposal requests issued by the Architect are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.
 - 2. Unless otherwise indicated in the proposal request, within 10 calendar days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost to execute the proposed change. Include an itemized list of work to be added or deleted with labor and material unit costs including subcontracts. If requested, substantiate costs and quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 3. State the effect the proposed change in the Work will have on the Contract Time.
- C. **Contractor Initiated Proposal Requests:** When latent or other unforeseen conditions require modifications to the Contract, or when the Contractor considers a change may

benefit the Owner by expediting construction, the Contractor may propose changes by submitting a request for a change to the Architect.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include an itemized list of work to be added or deleted with labor and material unit costs. When requested, substantiate costs and quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
3. Comply with requirements of "Section 01630 - Product Substitution Procedures" if the proposed change in the Work involves the substitution of one product or system for a product or system specified.

- D. Authorization to Proceed with Change:** When the Contractor and the Owner are in agreement regarding adjustment to the Contract Sum or Contract Time resulting from a proposed change in the Work, the Owner will issue written authorization for the Contractor to proceed accordingly, and the Architect will prepare a formal Change Order fully describing the change and specifying any adjustment to the Contract Sum or Contract Time. This Change Order shall be signed by the Architect, the Owner, and the Contractor and shall become part of the Contract Documents when signed by all three.

1.4 CONSTRUCTION CHANGE DIRECTIVES

- A. Construction Change Directives:** When the Owner determines it is in the best interests of progress of the work, or when the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal, the Owner may issue a Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation:** If the Construction Change Directive so orders, the Contractor shall maintain detailed records of workers' time and material used in performing the work required by the Construction Change Directive.
1. After completion of the change, the Contractor shall submit an itemized account and supporting data, including subcontract breakdowns, necessary to substantiate cost and time adjustments to the Contract and permit preparation of a Change Order.

1.5 CHANGE ORDER PROCEDURES

- A. Change Order Form:** Upon the Owner's approval of a Change Order Proposal Request or Construction Change Directive, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G 701, as provided in the Conditions of the Contract.
- B. Time Extensions:** Extension of Contract Time, whether or not related to a change in Contract Sum will be authorized By Change Order.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01290

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. **Section Includes:** Administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. **Related Sections:**
 - 1. Document 00700 - General Conditions.
 - 2. Section 01312 - Project Coordination.
 - 3. Section 01314 - Project Meetings.
 - 4. Section 01322 - Project Management Software: Contractor's construction schedule.
 - 5. Section 01770 - Closeout Procedures.

1.2 SCHEDULE OF VALUES

- A. **General:** Submit a Schedule of Values as required by General and Supplementary Conditions. Coordinate preparation of the Schedule of Values with other administrative schedules and forms, including:
 - 1. Contractor's construction schedule (Section 01322).
 - 2. List of subcontractors and major suppliers (General Conditions).
 - 3. Products list (Section 01330).
 - 4. Schedule of submittals (Section 01330).
- B. **Submittal Date:** Submit the Schedule of Values to the Architect at the Pre-Construction Conference specified in Section 01314.
- C. **Format and Content:** Prepare the Schedule of Values on AIA Document G703, using columns A, B, and C. Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - 1. **Content:** Indicate the following for each item listed:
 - a. Related Specification Section number and name.
 - b. Quantity of work (number of units, sq. ft., etc.).
 - c. Dollar value to nearest whole dollar, adjusted to equal total Contract Amount.
 - 2. **Job Overhead Costs:** At the Contractor's option, administrative costs, superintendence, temporary facilities and other major cost items that are not directly related to cost of actual work in place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense

1.3 APPLICATIONS FOR PAYMENT

- A. **Payment Application Requirements:** In accordance with General and Supplementary Conditions, submit monthly Application for Payment with required supporting data.
 - 1. **General:** Each Application for Payment shall be consistent with the Schedule of Values and with previous applications and payments as certified by the Architect and paid by the Owner.
 - 2. **Notarization:** Each Application for Payment shall be notarized.
 - 3. The Contractor shall submit monthly updates of the project schedule with each

- application for payment. Owner's obligation to make payment is contingent upon Contractor's compliance with this requirement.
4. **Special Requirements:** The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment Times:** The period of construction Work covered by each Application for Payment shall be as specified in the General Conditions.
- C. Payment Application Forms:** Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment.
- D. Application Preparation:** Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.
1. Entries shall match data on the Schedule of Values and current Contractor's Construction Schedule.
 2. Include as additional line items amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal:** Submit original and 3 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours.
1. Architect will transmit original certification to the Owner, one copy with certification to Contractor. Architect will retain one copy for records. Resident Project Representative will retain one copy.
- F. Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors and major suppliers (General Conditions).
 2. Schedule of Values (Section 01290).
 3. Contractor's Construction Schedule (Section 01322).
 4. Submittal Schedule (Section 01330).
 5. List of Contractor's staff assignments (Section 01312).
 6. Copies of building permits (General Conditions).
 7. Copies of authorizations and licenses from governing authorities for performance of the Work (General Conditions).
 8. Certificates of insurance and insurance policies (General Conditions).
- G. Application for Payment at Substantial Completion:** Following issuance of the Recommendation of Acceptance, submit an Application for Payment; this application shall reflect any Beneficial Occupancy Forms issued previously for Owner partial occupancy of designated portions of the Work.
1. Administrative actions and submittals that shall proceed or coincide with this application are specified in Section 01770.
 2. In the Application for Payment that first follows the date of Substantial Completion, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
- H. Final Payment Application:** Administrative actions and submittals which must precede or coincide with the final Application for Payment are specified in "Section

01770 - Closeout Procedures”.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01312

PROJECT COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. **This Section includes:** Requirements for project coordination include, but not necessarily limited to:
1. Construction activities.
 2. Submittals.
 3. Requests for Information (RFIs).
 4. General installation provisions.
 5. Cleaning and protection.
- B. Related Sections include:
1. Document 00700 - General Conditions.
 2. Document 00800 - Supplementary Conditions.
 3. Section 01110 - Summary of Work: Required special coordination related to other contractors and simultaneous use and occupancy of the adjacent buildings.
 4. Document 01313 -Request for Information Form.
 5. Section 01322 - Project Management Software: Contractor's Construction Schedule.
 6. Section 01610 - Product Requirements: Coordinating general installation.
 7. Section 01770 - Closeout Procedures: Coordinating Contract closeout.

1.2 CONSTRUCTION ACTIVITIES

- A. **Coordination:** Coordinate and schedule activities (including submittals, testing, and preparations) to assure efficient and orderly installation of each part of the Work. See additional requirements in "Section 01322 - Project Management Software."
1. Sequence activities to obtain the best installation and in-place performance.
 2. Coordinate installation of components to assure adequate accessibility for installation, maintenance, service and repair.
 3. Make necessary provisions for items scheduled for later installation under the Contract and by separate contractors.
 4. Schedule product deliveries to assure continuity and proper sequence of operations, without delay and interruptions.
 5. Verify that equipment items are suitable for available mechanical and electrical systems.
- B. **Communications:** Where necessary, distribute instructions for coordination.
1. Prepare and issue memoranda for the Owner and separate contractors where coordination of their work is required.
- C. **Administrative Procedures:** Coordinate administrative activities with construction to avoid delays and assure orderly progress of the Work. Such activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Installation and removal of temporary facilities.

3. Delivery and processing of submittals.
4. Project closeout activities.

1.3 SUBMITTALS

- A. **Staff Names:** Within 15 days after Notice to Proceed, submit a list of Project staff assignments, with individual names, their assignments, telephone numbers and mailing addresses.
- B. **Coordination Drawings:** Prepare and submit Coordination Drawings for installation of products and materials.
 1. Show the relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
 3. Comply with requirements contained in "Section 01322 - Project Management Software".

1.4 REQUESTS FOR INFORMATION (RFI) DOCUMENT 01313

- A. **Coordination:** All requests for information generated by subcontractors, vendors, etc. shall be submitted to Contractor for investigation and response.
 1. If, in the opinion of the Contractor, the requested information requires an interpretation or decision by the Architect, the Contractor shall submit a request for information (RFI) to the Architect.
- B. **RFI Form:** All requests for information shall be submitted to the Architect on the form included at the end of this Section. No other forms will be accepted.
 1. All applicable spaces on the RFI form shall be filled-out.
- C. **Response:** Architect will render a response within 15 days of receipt of the completed RFI form.
 1. Incomplete RFIs will be returned "without action" for resubmittal.
 2. RFIs that do not require an interpretation of the Contract Documents for the execution of the Work will be returned "Not Applicable."
 3. Commencement of the Work in accordance with the Architect's RFI response shall indicate Contractor's acknowledgment that there will be no change in the Contract Sum or Contract Time.
- D. **RFI Logs:** Contractor shall prepare and maintain a log of RFIs containing the following:
 1. Project name and number.
 2. Contractor name, address, telephone and fax number.
 3. Spread sheet type categories for RFI number, company/contractor initiating RFI, date issued, date response requested, date response received.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. **Inspection of Conditions:** Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected.

- B. **Visual Effects:** Provide uniform joint width in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

3.2 CLEANING AND PROTECTION

- A. **During Handling and Installation:** Clean and protect construction in progress and adjoining materials in place.
 - 1. Apply protective covering where necessary to ensure protection from damage or deterioration at Substantial Completion.
 - 2. Clean and maintain completed construction through the remainder of the construction period.
- B. **Limiting Exposures:** Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to excessive loading, damaging temperature and humidity extremes, staining, contact between incompatible materials, and similar harmful and deteriorating exposure during the construction period.
- C. **Repair and Replacement:** If any parts of the construction are deteriorated, become damaged, develop defects, or are otherwise not in compliance with requirements of the Contract, they shall be cleaned, restored to proper condition, repaired acceptably, or replaced with new products prior to requesting Architect's inspection for Substantial Completion or Final Completion.

END OF SECTION

DOCUMENT 01313 - REQUEST FOR INFORMATION (RFI)

From: _____ **Date:** _____ **Rfi No:** _____

Attachment: Yes No
Cc: _____

To: Sizeler Thompson Brown Architects **Reference:** Spec Section _____
300 Lafayette Mall, Suite 200
New Orleans, La 70130 **Drawings:** _____
504-523-6472 Fax 504-529-
1181

Attn: _____ **Date Response Requested:** _____

Question: _____

Proposed Solution: _____

Signed: _____

P.O.R. Response: _____

Signed: _____ **Date:** _____

NOTE: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

SECTION 01314

PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. **This Section includes:** Administrative and procedural requirements for project meetings, including, but not limited to:
 - 1. Procedures.
 - 2. Pre-construction conference.
 - 3. Preinstallation conferences.
 - 4. Progress meetings.
 - 5. Called meetings.
- B. **Related Sections include:**
 - 1. Section 01312 - Project Coordination: Coordinating Project meetings with other construction activities.
 - 2. Section 01322 - Project Management Software: Contractor's Construction Schedule.
 - 3. Section 07550 - Modified Bitumen Roofing: Preinstallation roofing conferences.

1.2 PROCEDURES

- A. **General:** Requirements of this Section amplify and do not modify provisions of the General and Supplementary Conditions. This Section specifies administrative and procedural requirements for Project meetings.
- B. **Contractor's Responsibility:** Project meetings are administrative activities to facilitate the Contractor's direction of the Work. As such, it is the responsibility of the Contractor to implement understandings reached during meetings, unless otherwise stated.
- C. **Location:** Unless otherwise agreed in advance, hold meetings at the Project site.
- D. **Pre-Construction Conference:** The Architect will keep minutes of meeting and promptly distribute copies to the Owner, and the Contractor. The Contractor shall distribute minutes to Subcontractors, other attendees and interested parties.
- E. **All Other Project/Construction Meetings:** The Contractor will keep minutes of meetings and promptly distribute copies to the Owner, the Architect and other attendees and interested parties.
- F. **Attendance:** Contractor shall require attendance at meetings of subcontractors, installers and suppliers whose participation is necessary to the meeting purposes. The Architect will attend in the capacity of the Owner's representative and interpreter of Contract requirements.
- G. **Additional Meetings:** The Contractor shall arrange for meetings, in addition to those specified in this Section, as necessary for the performance of the Work according to the Contractor's schedule, or as instructed by the Architect at the request of the Owner.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. General:** After notification that the Contract has been executed, the Architect shall arrange with the Owner, User Agency and Contractor, and conduct a Pre-Construction Conference to be held at the Project site. The Contractor shall be responsible to see that his principal subcontractors are in attendance and shall furnish to the Architect, Owner, and User Agency the following:
1. Schedule of Values.
 2. List of subcontractors and material suppliers.
 3. Contractor's Construction Schedule.
 4. Documentation, qualification data and certificates as required by Owner and/or Architect.
- B. Attendees:** The Owner, Architect and Architect's consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Minimum Agenda:** Distribute data on, and discuss:
1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, material suppliers, and Architect.
 2. Channels and procedures for communications.
 3. Construction schedule, including sequence of critical Work.
 4. Contract Documents, including distribution of required copies of original Documents and Revisions; Owner's acceptance/rejection of Alternates.
 5. Processing of Shop Drawings and other data submitted to Architect for review.
 6. Processing for field decisions and Change Orders.
 7. Rules and regulations governing performance of Work.
 8. Security.
 9. Quality control.
 10. Housekeeping.
 11. Equipment deliveries and priorities.
 12. Parking availability.
 13. Office, work, and storage areas.
 14. Use of premises.
 15. Preparation of Record Documents.
 16. Working hours.
 17. Policy for Owner initiated delay days.
 18. Mechanical systems - testing, adjusting, and balancing.

1.4 PRE-INSTALLATION CONFERENCES

- A. Requirements:** The Contractor shall arrange and conduct a preinstallation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner and Architect of scheduled meeting dates.
- B. Purpose:** Review the progress of other construction activities and preparations for the particular activity under consideration at each preinstallation conference,

including requirements for:

1. Contract Documents.
2. Options.
3. Related Change Orders.
4. Purchases.
5. Deliveries.
6. Shop Drawings, Product Data and quality control samples.
7. Possible conflicts.
8. Compatibility problems.
9. Time schedules.
10. Weather limitations.
11. Manufacturer's recommendations.
12. Compatibility of materials.
13. Acceptability of substrates.
14. Temporary facilities.
15. Space and access limitations.
16. Governing regulations.
17. Safety.
18. Inspection and testing requirements.
19. Required performance results.
20. Recording requirements.
21. Protection.

- C. **Reporting:** Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.
- D. **Problems:** Do not proceed with affected work if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. **Requirements:** The Contractor shall schedule and conduct progress meetings at regular monthly intervals, unless otherwise scheduled during construction.
- B. **Attendees:** In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. **Agenda:** Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
1. **Contractor's Construction Schedule:** Review progress since the last meeting. Determine status of each activity in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how work behind schedule will be expedited; secure commitments from parties involved to do so. Discuss need for schedule revisions to ensure that current and subsequent activities will be completed within the Contract Time.

2. Review the present and future needs of each entity present, including such items as:
 - a. Coordination requirements
 - b. Submittals.
 - c. Time.
 - d. Sequences.
 - e. Deliveries.
 - f. Off-site fabrication problems.
 - g. Access.
 - h. Site utilization.
 - i. Temporary facilities and services.
 - j. Hours of Work.
 - k. Safety.
 - l. Housekeeping.
 - m. Quality and Work standards.
 - n. Change Orders.
 - o. Documentation of information for payment requests.

- D. Reporting:** After each progress meeting date, the Contractor shall send copies of meeting minutes to the Owner, the Architect and to other parties present and to other parties who should have been present.
1. Action: Responsibility for action and date for completing action shall be indicated for each item requiring resolution.

- E. Schedule Updating:** The Contractor shall revise the construction schedule after each progress meeting where revisions to the Schedule have been made or recognized. The Contractor shall issue the revised Schedule as specified in Section 01322.

1.6 CALLED MEETINGS

- A. Called meetings** may be scheduled in addition to regularly scheduled Progress Meetings. All applicable personnel will be required to attend.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01322

PROJECT MANAGEMENT SOFTWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. **Section Includes:** The preparation of a progress chart by the Contractor's computer-produced Project management software. The system shall include scheduling of construction, production of reports, execution of the schedule described by the plan, participation in meeting with the Owner and Architect, and submission of progress and revision data as described in this Section. The Project management software shall utilize conventional Critical Path Method (CPM) techniques, which satisfy both time and cost applications.
- B. **Related Sections:**
1. Section 00700 - General Conditions: Shop drawings, product data, and samples
 2. Section 01110 - Summary of Work: Work sequence and phasing requirements.
 3. Section 01312 - Project Coordination: Review of schedules.

1.2 SUBMITTALS

- A. The contractor shall submit to the Architect for acceptance CPM Construction Schedules, Summary of Activities tabulations, and Scheduled Earnings tabulations, all as described hereinafter, and altogether defined as "Construction Progress Schedule" or "Construction Schedule" pursuant to Part 1.4 B. below. The Construction Progress Schedule shall be based on the planned and specified finished work, and other design requirements given in the plans and specifications. Accepted Construction Progress Schedules and accepted associated data shall become part of the contract documents. The sequence of work as represented on the Construction Progress Schedule and subsequent updates shall be interpreted as being the intention of the contractor at the time that the schedule was made.
1. **Construction Schedule:** The Construction Schedule shall be a Critical Path Method (CPM) graphic diagram, computer prepared, utilizing the Precedence Diagramming Method (PDM). For the calendar day contract, the Gregorian calendar shall be used. The Construction Schedule shall be computer plotted on sheets not larger than 22 inches x 36 inches and shall show a continuous flow of information from left to right with no arrows from right to left and shall be drawn to a time scale of calendar days. The critical path shall be clearly identified. Resource constraints shall be identified, as shall scheduled starts or completions constraints imposed on the schedule by the contractor.
 2. The contractor may submit color-coded graphics in the required multiple copies. If the contractor chooses to use color graphics, the choice must remain in effect for the life of the contract. As an alternate to color graphics, the contractor may choose to submit an appropriately shaded black, gray and white graphic suitable for copying on typical non-color office copiers. The appropriately shaded black, gray and white graphic must clearly distinguish between the different categories of information being presented. The project engineer is the sole judge of the clearness of the black, gray and white graphic presentation.
 3. **Summary of Activities:** The Summary of Activities shall be a tabulation of all activities shown on the Construction Schedule, and shall accurately reflect the data used in preparation of the Construction Schedule. The summary shall be computer generated and sequenced by activity number. Each activity shall include as a minimum the following, in calendar days:

- a. Activity numbers.
 - b. Activity description.
 - c. Estimated duration of activity.
 - d. Predecessor and successor activities.
 - e. Earliest start date (by calendar date).
 - f. Actual start date (by calendar date.)
 - g. Constrained start, if constrained (by calendar date)..
 - h. Early finish (by calendar date)..
 - i. Late finish (by calendar date)..
 - j. Constrained finish, if constrained (by calendar date)..
 - k. Status (whether critical) and percentage of activity completed.
 - l. Look-Back Critical Path field
 - m. Free float.
 - n. Total float.
 - o. Monetary value of the activity.
 - p. Remaining duration and calendar days used.
 - q. Responsibility code (including contractor, subcontractor, suppliers, other responsibility for accomplishment of an activity.)
4. **Scheduled Earnings:** The Scheduled Earnings shall be a product of the software creating the Construction Schedule and shall be a tabulation of accumulated scheduled contract earnings, based on late starts, measured in accumulated dollars for all activities, for each monthly progress payment. The tabulation shall be prepared from the Construction Schedule and shall be computer generated. The Schedule of Earnings will not include advanced payments for stockpiled materials.
5. **Cash Management Document:** When designated as a Cash Management Project, prior to the issuance of the Notice to Proceed, the contractor shall provide to the Department and obtain approval from the Department of the preliminary Scheduled Earnings report as described above, except that it shall be based on early starts. The Department will use this report for its cash management purposes. Failure of the contractor to provide and obtain approval of the preliminary Scheduled Earnings Report will result in withholding of any funds due the contractor.
- B. Each sheet or page of each submittal shall be identified with the contractor's company name, state project number, project name, date prepared, revision dates, and sheet or page number. If the submittals are not prepared by the contractor's own staff, the company name of the preparer shall be shown on each sheet or page.

1.3 DEFINITIONS

- A. **Activity:** A discrete element of a project that can be described in sufficient detail so that all activities to complete the Project are readily identifiable and progress on the activities can be readily measured for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and/or resources and includes, for example, submittals and approvals of critical samples, shop drawings, procedures, order lists (pilings for example), or other things that could have a significant schedule impact. Relatively minor items of work, similar or non-similar, may be grouped together into one activity, or more as the case may be. Activities to be performed by subcontractors shall be included and identified. The schedule shall show the sequence in which the activities are to be accomplished and the dependency relationships (predecessor and/or successor activities). The duration of activities shall be in whole calendar days, as shown on the Gregorian calendar, and no activity shall have a duration of less than one

- calendar day or more than 30 calendar days.
1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times to complete the work within the contractual period.
 2. Predecessor Activity: An activity that must precede another activity in the network.
 3. Successor Activity: An activity that must follow another activity in the network.
- B.** Cost Loading: An allocation of the Schedule of Values associated with each activity shall be included in the schedule. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect. Scheduled earnings will be the basis for measurement of the Contractor's progress.
- C.** CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on their connections to other activities. Network calculations determine when activities can be performed and the critical path of Project.
- D.** Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E.** Event: The starting or ending point of an activity. The ending event of the schedule shall be a finish milestone identified as "Contract Completion Date".
- F.** Float: The measure of leeway in time for starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
 4. The sole predecessor of the "Contract Completion Date" shall be "Reserved Float". The sole predecessor of "Reserved Float" shall be "Final Inspection" which shall be a finish milestone and shall have as predecessors all of the activities that must be completed prior to the Department's final inspection of the work. The duration of "Reserved Float" is the difference between "Final Inspection" and "Contract Completion Date" and shall not be less than zero. "Reserved Float" is defined as that part of the shared float reserved exclusively for the contractor's use. The contract date for stipulated damages will be adjusted by plan change back to the beginning date of the activity "Reserved Float".
- G.** Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H.** Major Area: A story of construction, a separate building, or a similar significant construction element.
- I.** Milestone: A key or critical point in time for reference or measurement.
- J.** Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 NETWORK SYSTEM FORMAT

- A. **Computer Software:** Primavera Project Planner Software P3, or prior approved equal. Microsoft Project will not be approved.
- B. The contractor shall provide the Architect and Department with the means to electronically translate the Construction Schedule data into a configuration that can be read and processed by the Department or its consultants' hardware and Primavera software. If the Contractor elects to use SureTrak Project Manager software, the following defaults must be placed: (1) resources shall be non-driving; (2) default activity type shall be "Task"; (3) activity type shall not be "Independent"; (4) duration display style shall be "Day (d)"; (5) float style shall be "Days"; and, (6) dates time format shall be "Don't show time". The revenue feature in SureTrak Project Manager does not translate to Primavera Project Planner (P3), so in SureTrak Project Manager the earnings must be entered as cost data. In both the SureTrak Project Manager and in the Primavera Project Planner (P3) "Back up" menu selection, the Contractor will ensure that the option "Remove access list during backup" is checked. In addition, the project must be saved in SureTrak as a "Concentric P3" Type project.
- C. **Analysis:** Diagram analysis to include tabulation of each activity shown. Provide the information for each activity as required in Part 1.2 A. above.

1.5 SUBMISSION AND REVIEW

- A. **Baseline Schedule:** At the preconstruction meeting, the contractor shall submit to the architect for acceptance, in triplicate, a Construction Schedule giving a proposed schedule of operations that provides for completion of the work, a Summary of Activities tabulation, a Scheduled Earnings tabulation, and a thirty Day Look-Ahead task list. The contractor shall also submit the Construction Schedule data on 3-1/2 inch floppy disk capable of being processed with the hardware and software being used by the Department or its consultants.
- B. Within 10 calendar days after receipt of the submittal, the architect, Department representative and contractor shall meet and review the proposed schedules and tabulations. Any revisions resulting from the review shall be submitted, in triplicate, for acceptance within 10 calendar days after the meeting. This procedure will be repeated as necessary. The accepted final schedule shall be called the "Baseline Schedule".
- C. Failure to have obtained acceptance of a Baseline Schedule and tabulations within 30 calendar days after the Notice to Proceed, will result in withholding twenty-five percent of the amount of progress payments until satisfactory schedules and tabulations are submitted and accepted.
- D. **Monthly Updates:** The contractor shall update and submit each month, within 8 days of application for the monthly progress payment, the Construction Schedule critical path diagram, Summary of Activities tabulation, Scheduled Earnings tabulation, a Thirty-Day Look-Ahead task list, and a current Turnaround Document as follows:
 - 1. The updated Construction Schedule critical path diagram will be in the same form as that submitted in (B) Baseline Schedule Submittal. It will be updated for progress through the progress payment closing date, recalculated and plotted. The Construction Schedule critical path diagram will show both the look ahead critical path for the duration of the project and the look back critical path as reported in the prior months. The submittal will show progress by updating required sorts, time scaled logic diagram, the Look-Back CP field for appropriate activities from previous updates' marked-up Look-Ahead reports in process or completed during upcoming reporting period, sorted by early start. At end of reporting period, Contractor shall make entries on preceding Look-Ahead Report

- to show actual progress. As a minimum, following action will be accomplished:
- a. Identify activities started and completed during previous period.
 - b. Show estimated duration (in work days) to complete each activity started but not completed.
 - c. Indicate percentage of cost payable for each activity.
 - d. Reflect changes in network diagram.
 - e. Show conformed modifications, pending approved changes on update report. Produce from marked-up Look-Ahead Report, updated required sorts for project and use accumulated cost for completed and partially completed activities as basis for requesting progress payments. Contract status evaluated on basis of any float on the critical path at time of updating with negative float indicating contract is behind schedule and positive float indicating status ahead of schedule.
2. The updated Summary of Activities and Scheduled Earnings tabulation will be in the same form as that submitted in Baseline Schedule Submittal. It will be updated for progress through the progress payment closing date, recalculated and printed.
 3. The Thirty Day Look-Ahead task list will show all incomplete activities which the logic has determined either should be or may be active during the next forty-five days. It will be plotted in a graphic form similar to that of the Construction Schedule critical path diagram.
 4. The Turnaround Document will be a listing of the log record of a new activity added monthly to the schedule for the purpose of keeping a current presentation of the following information:
 - f. The original contract completion date presented as actual calendar date.
 - g. The number of days added to the contract by approved change order (if any, if none, so state).
 - h. The present computed completion date presented as an actual calendar date and as a workday number, if applicable.
 - i. A list of activities deleted and added (if any, if none, so state), including their descriptions.
 - j. A list of logic changes (if any, if none, so state).
 - k. A list of budget changes (if any, if none, so state).
 - l. A narrative description of any other changes to the Construction Schedule critical path diagram.
 - m. If the contractor's software is incapable of creating and storing log records, then the Turnaround Document will be in the form of a letter, each month, from the contractor to the project engineer containing the above information.
 5. Failure to submit the monthly updates of the Construction Progress Schedules within 8 days after the progress payment period will result in withholding of twenty-five percent of the amount of progress payments until such schedules are submitted and accepted.
- E. CPM Reviews: The project engineer will designate the time and location for review of construction progress. The contractor's representative designated under Subsection 105.05 will be required to attend the construction progress review or a contractor's representative directed by the project engineer shall attend. The current accepted Construction Schedule, Summary of Activities and Scheduled Earnings tabulations shall be reviewed, and required or desired changes discussed and documented.
- F. As a minimum the following shall be discussed: contractor's compliance with accepted schedules and tabulations, delays, proposed and approved contract quantity

increases and decreases, proposed and approved extra work, actual starts, durations and finishes, and actual contract earnings.

- G. If requested by the project engineer, within 7 calendar days following the review meeting the contractor shall submit to the project engineer for acceptance, in triplicate, a revised Construction Schedule, Summary of Activities tabulation, and Scheduled Earnings tabulation, and Forty-Five Day Look-Ahead, all in accordance with paragraph Baseline Schedule, and all brought up to date to reflect agreements made at the review meeting.
- H. The CPM Construction Schedule will be provided at no direct pay.

1.6 COORDINATION BY CONTRACTOR

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. **Preparation:** Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, cut sheets, shop drawings, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
- B. This submittal is not required to be in CPM format.
- C. This submittal shall be presented at the preconstruction meeting.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Monthly Reports outlined above

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Subcontractors/materials list.
 - 2. Submittal schedule.
 - 3. Shop Drawings, Product Data, and Samples.

- B. Related Sections:
 - 1. Section 01290 - Payment Procedures: Applications for Payment and Schedule of Values.
 - 2. Section 01312 - Project Coordination: Coordination Drawings.
 - 3. Section 01314 - Project Meetings.
 - 4. Section 01322 - Project Management Software: Contractor's Construction Schedule.
 - 5. Section 01331 - Request for Electronic Data.
 - 6. Section 01421 - Reference Standards and Definitions: Permits.
 - 7. Section 01770 - Closeout Procedures: Warranty and manufacturer's submittals and closeout submittals.

1.2 SUBCONTRACTORS/MATERIALS LIST

- A. **General:** Promptly after Contract award, but not later than the Pre-Construction Conference specified in "Section 01314 - Project Meetings," submit a list of proposed subcontractors and materials. Include suppliers of items specially fabricated for the Project, such as architectural woodwork.
 - 1. Provide the names and addresses of all subcontractors and special fabricators. Indicate the portions of work to be performed by each, and a preliminary value of the work of each.
 - 2. Identify major standard materials and equipment by manufacturer's name, brand and model.
 - 3. Subcontractors and suppliers named in the subcontractors/materials list will be approved or disapproved in accordance with the conditions of the Contract.

1.3 SUBMITTAL SCHEDULE

- A. **Requirements:** After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals in accordance with General Conditions. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
 - 1. Schedule shall be an integral component of the Project Management Software described in "Section 01322 - Project Management Software".

- B. **Preparation:** Prepare the schedule in chronological order. Provide the following information:
 - 1. Description of work and Section number.
 - 2. Scheduled date for the first submittal of each item.

3. Submittal category (Shop Drawing, Product Data or Sample).
4. Scheduled date for Architect's final release or approval.

- C. **Distribution:** Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Revise and reissue the schedule after each meeting or activity, where revisions have been recognized or made.

1.4 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. **General:** Prior to submission to Architect, all Shop Drawings, brochures, Samples and other submissions shall be approved by the Contractor for compliance with the Contract Documents and shall be checked for quantity, size and dimensions by Contractor's personnel. Architect will answer questions raised by the Contractor or subcontractors and will make all determinations regarding quality of materials and equipment, arrangement, and color selections but will not be responsible for quantity, size or dimensional errors. In cases of omissions and obvious error, and in cases of conflict either between details on Contract drawings, or Specifications such questions shall be called to Architect's attention, and the Architect shall give prompt answers to such questions.
- B. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
- C. **Processing:** Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
1. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 2. Allow not less than 15 working days for initial review. Allow additional time if submittal is voluminous or if processing must be delayed to permit coordination with subsequent submittals. The Architect will advise the Contractor when a submittal being processed must be delayed for coordination or because of volume of material to be reviewed.
 3. **Intermediate Review:** If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. If resubmittal is necessary, process the same as the initial submittal. Identify in writing any changes, which have been made other than those directed by markings by the Contractor, Architect, or Architect's consultant on the prior submittal.
 5. **Sequential Review:** Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 working days for initial review of each submittal.
 6. Allow not less than 15 working days for processing each resubmittal.
 7. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
 8. Perform work for which Architect's approval of Shop Drawings, Product Data and Samples is required only with the use of such items, which have been approved.

- D. Submittal Preparation:** Identify each submittal with a permanent label, title block, or contractor's stamp. Include the following information:
1. Project name.
 2. Date.
 3. Name of Architect, Contractor and subcontractor.
 4. Name of supplier and manufacturer, as applicable.
 5. Number and title of appropriate Specification Section.
 6. Drawing number and detail references, as appropriate.
- E. Contractor's Review:** The Contractor shall approve submittals as required by General Conditions prior to submission to the Architect, and shall stamp and initial each submittal as evidence of Contractor's review and approval. Submittals received without the Contractor's executed approval stamp will be returned by the Architect without action.
- F. Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a cover letter or transmittal form. Submittals received from sources other than the Contractor will be returned without action.
1. On the letter or transmittal record relevant information, requests for data, and deviations from Contract Document requirements, including minor variations and limitations.
 2. Include Contractor's certification that information complies with Contract Document requirements.
- G. Submittals for Architect's Information:** Where Specifications require submittals "for record purposes", "for information only", or similar wording, submit two copies of required items. Such submittals will not be stamped or returned by the Architect.
- H. Architect's Action:** The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked to indicate the action taken.
1. Allow 4-inch by 6-inch space to accommodate stamp.
 2. Except for submittals for record, information or similar purposes, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 3. Architect's review and action on any submittal does not relieve Contractor from responsibility for compliance with Contract Documents requirements, unless deviation is approved in writing.

1.5 SHOP DRAWINGS

- A. Format:** Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Use of Architect's drawings or computer generated information as Shop Drawings is expressly prohibited. Standard information prepared without specific reference to the Project is not considered Shop Drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.

- B. **Submittal Copies:** Submit three copies for the Architect's review; one copy will be returned.
- C. **Distribution:** Contractor shall make necessary distribution copies from stamped and reviewed reproducible print. Distribute approved Shop Drawing prints as follows:
 - 1. Contractor's file.
 - 2. Job site file.
 - 3. Record documents file.
 - 4. Subcontractors, suppliers, fabricators and installers, as needed.
- D. **Coordination Drawings:** Special Shop Drawings to show the relationship of construction elements that require coordination during fabrication and installation to fit in the space available and to function as intended.
 - 1. Preparation of coordination drawings is specified in "Section 01312 - Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - 2. Coordination drawings may be prepared by the Contractor, or by an entity responsible for one of the elements involved, or by an entity engaged by the Contractor for the purpose.
- E. **Electronic Data:** For the generation of architectural Shop Drawings only, the Architect *may* agree to release limited electronic data of the Contract Documents upon specific written request by the Contractor and his specific agreement to the terms and conditions of the release and his payment of a Service Fee. Under no circumstances shall any such request or release of Contract Documents electronic data impose any duty of the Architect or, alter the responsibilities of the Contractor under General Conditions, nor provide any basis for an increase of the Contract Time or Contract Amount. All electronic data requests shall be made by execution of the 'REQUEST FOR ELECTRONIC DATA AND LETTER OF AGREEMENT' form included as Section 01331. (NOTE: This does not apply to engineering submittals or shop drawings. Electronic data will NOT be made available from Architect's consultants).

1.6 PRODUCT DATA

- A. **Format:** Collect Product Data into a single submittal for each system and element of construction. Product Data includes printed information such as manufacturer's product descriptions and installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves.
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information.
 - 2. Do not submit Product Data until compliance with the Contract Documents has been verified.
- B. **Submittals:** Submit 3 copies plus additional copies necessary for Contractor's distribution. The Architect will retain two copies, and will return the others marked with action taken and corrections or modifications required.
- C. **Distribution:** Distribute copies of final Product Data same as specified for Shop Drawings.

1.7 SAMPLES

- A. **Format:** Submit physical Samples which are identical to the material or product

proposed, for visual review of kind, color, pattern, and texture, and for evaluation of the actual component as delivered and installed.

1. Architect will not review Samples for requirements such as composition, strength, material class or grade, and similar qualities not apparent upon visual examination.
 2. Submit multiple units (not less than 2), to show approximate limits of expected variations in color, pattern, texture or other characteristics.
 3. Refer to other Specification Sections for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
- B. Preliminary Samples:** Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
1. Remove or clearly identify choices, which are "extra cost" selections with respect to the Contract requirements.
 2. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.
- C. Submittals:** Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken. Maintain approved Samples at the Project site, for quality comparisons throughout the course of construction.
- D. Distribution of Samples:** Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work.
- E. Field Samples:** Field Samples (mock-ups) are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
1. Where required, Field Samples are specified in individual specification Sections.
 2. Use confirming letters or transmittal forms to provide a record of activity.
- F. Permanent Work:** Items incorporated in the Work shall match approved Samples.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DOCUMENT 01331 - REQUEST FOR ELECTRONIC DATA

To: Sizeler Thompson Brown Architects
300 Lafayette Mall, Suite 200
New Orleans, LA 70130

Attention:

From: _____
Name _____
Title _____
Company _____

(Noted below as
"Contractor")

Date of Request: _____

Project Title: _____

Sheets Being Requested: _____

The above data sheets have been requested by the Contractor in electronic format for its convenience and use in the preparation of shop drawings related to the subject project. The Contractor agrees to pay the Architect a "service fee" charge of \$150.00 per drawing and the use of these electronic files are subject to the following terms and conditions:

1. Sizeler Thompson Brown Architects' files are compatible with AutoCAD 2006. Sizeler Thompson Brown Architects does not make any representation that these files are compatible with the Contractor's hardware or software beyond the specified release of the referenced software.
2. Data contained on these electronic files are considered a part of Sizeler Thompson Brown Architects' Instruments of Service and shall not be used by the Contractor, or anyone else receiving this data through or from the Contractor, for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by the Contractor or by others will be at the Contractor's sole risk and without liability or legal exposure to Sizeler Thompson Brown Architects its officers, directors, employees, agents or subconsultants. To the fullest extent permitted by law, the Contractor agrees not to assert any claim and hereby waives any claim or cause of action of any kind or nature against Sizeler Thompson Brown Architects, its officers, directors, employees, agents or subconsultants which may arise out of or in conjunction with the Contactor's use of these electronic files.
3. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Sizeler Thompson Brown Architects from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from Contractor's use or reuse of these electronic files.

4. These electronic files are not construction contract documents. Significant differences may exist between these electronic files and corresponding hard copy construction contract documents due to addenda, change orders or other revisions. Sizeler Thompson Brown Architects makes no representation regarding the accuracy or completeness of the electronic files received. In the event that a conflict arises between the hard copy construction contract documents prepared by and signed and sealed by Sizeler Thompson Brown Architects and the electronic files, the signed and sealed hard copy construction contract documents shall govern. The Contractor is responsible for determining if any conflicts exist. By use of these electronic files, the Contractor is not relieved of his duty to fully comply with the contract documents, including without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate work with that of other contractors for the project.
5. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, Sizeler Thompson Brown Architects reserves the right to remove all indicia of its authorship, firm identification and/or architectural seal for each electronic display.
6. Under no circumstances shall delivery of the electronic files for use by the Contractor be deemed a sale by Sizeler Thompson Brown Architects and Sizeler Thompson Brown Architects makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall Sizeler Thompson Brown Architects be liable for any loss of profit or any consequential damages from the use or reuse of these electronic files.

The above represents the agreement between the Contractor and Sizeler Thompson Brown Architects with respect to the use of the subject electronic files.

The Contractor acknowledges his agreement with the above by signing on the acceptance line below and returning this form, with payment of the service fee charge to the office of Sizeler Thompson Brown Architects.

Enclosed service payment: \$_____.00 associated with _____ Data Sheets @ \$150.00 per sheet

ACCEPTED THIS _____ DAY OF _____, 20____.

Signature

Title

END OF DOCUMENT

SECTION 01421

REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. General definitions for Specifications and other Contract Documents including the Drawings.
 - 2. Specification format and content explanation.
 - 3. Explanation of Industry Standards.

1.2 DEFINITIONS

- A. **General:** Basic Contract definitions are included in the General and Supplementary Conditions.
- B. **“Indicated”:** Shown, noted, inferred, scheduled and specified on the Drawings and/or in Specifications.
- C. **“Regulations”:** Laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction.
- D. **“Furnish”:** Supply and deliver to the project site.
- E. **“Install”:** Unload, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean and perform similar operations at the project site.
- F. **“Provide”:** Furnish and install, complete and ready for the intended use.
- G. **“Installer”:** An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform 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.
 - 1. The term experienced, when used with the term Installer, means having a minimum of 5 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.
 - 2. Trades: Using terms such as carpentry does not imply certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.
 - 3. Assigning Specialists: Certain Sections of the Specifications require specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to

interfere with local trade union jurisdictional settlements and similar conventions.

- H. **“Project Site”**: 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.
- I. **“Testing Agencies”**: 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 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. **Specification Format**: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16 Division format and the MASTERFORMAT numbering system.
- B. **Specification Content**: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - 1. **Abbreviated Language**: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words 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 as the context of the Contract Documents indicates.
 - 2. **Imperative and streamlined language** is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. 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.
 - a. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. **Applicability of Standards**: Except where Contract Documents include more stringent or specific requirements, industry standards, which are referenced in the Specifications are made a part of the Contract Documents and have the same force and effect as if bound or copied directly into Contract Documents.
 - 1. Where requirements are expressed in SI (metric) units, it is understood that corresponding metric versions of industry standards, if available (such as ASTM A 36M for steel members or ANSI B18.22M for steel washers) will be the applicable standards.
- B. **Minimum Quantity or Quality Levels**: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- C. **Publication Dates**: Where a date of issue or edition is not specified, comply with standard in effect on the date of Contract Documents.

- D. Conflicting Requirements:** Where compliance with 2 or more standards are specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and uncertainties to the Architect for a decision before proceeding.
1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- E. Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- F. Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Generally recognized acronyms or abbreviations are used in the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01450

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Selection and payment.
 2. Contractor's responsibility.
 3. Contractor's cooperation.
 4. Contractor's payment.
 5. Additional tests.
 6. Rejection of materials.
 7. Duties of the Testing Agency.
 8. Submittals.
 9. Qualifications for Independent Testing Laboratory.
 10. Repair and protection.
- B. Related Sections:
1. Document 00700 - General Conditions: Testing laboratory.
 2. Document 00800 - Supplementary Conditions
 3. Section 01322 - Project Management Software: Scheduling of required tests and inspections.
 4. Section 01770 - Closeout Procedures: Project record documents.
 5. Individual Specification Sections: Inspections and tests required, and standards for testing.
- C. **Requirements for Testing or Inspection:** Specific testing or inspection service requirements are specified in the appropriate Sections of Divisions 2 through 17.

1.2 SELECTION AND PAYMENT

- A. **Selection and Payment of Testing Laboratory:** The Owner will select and pay for an independent Testing Laboratory of recognized standing for all testing hereinafter specified and/or required in the Contract Documents.
1. The Contractor shall pay the Testing Laboratory costs for all tests that indicate nonconformance with the Contract Documents.

1.3 SUBMITTALS

- A. **The independent testing agency** shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address and telephone number of testing agency.

- d. Dates and locations of samples and tests or inspections.
- e. Names of individuals making the inspection or test.
- f. Designation of the Work and test method.
- g. Identification of product and Specification Section.
- h. Complete inspection or test data.
- i. Test results and interpretations of test results.
- j. Ambient conditions at the time of sample-taking and testing.
- k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
- l. Name and signature of laboratory inspector.
- m. Recommendations on retesting.

1.4 QUALITY ASSURANCE

- A. Qualification for Service Agencies:** Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with ASTM E 329 and accredited in the types of inspections and tests to be performed.
1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

1.5 CONTRACTOR RESPONSIBILITY

- A. Contractor's Responsibility:** Employment of the Laboratory does not relieve the Contractor of responsibility to provide materials and construction in conformance with the Contract Documents. Processing or use of specified materials shall be understood as constituting full acceptance and approval by the Contractor of materials as suitable for the intended purpose, unless previous written exception is taken by the Contractor.

1.6 CONTRACTOR'S COOPERATION

- A. Contractor's Cooperation:** The Contractor shall cooperate with the Laboratory as follows:
1. Make available, without cost, samples of all materials to be tested.
 2. Furnish nominal labor and sheltered working space as is necessary to obtain samples at the project.
 3. Inform the Laboratory of the material sources and instruct the suppliers to allow tests or inspections by the Laboratory.
 4. Notify the Laboratory at least 24 hours in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
 5. Notify the Laboratory sufficiently in advance of cancellation of scheduled testing operations.
 6. Request required tests and inspections for materials and assemblies which prior inspection has found ready for further construction.

1.7 CONTRACTOR'S PAYMENT

- A. Contractor's Obligations for Payment:** The Contractor shall pay Laboratory charges if the Contractor fails to notify the Laboratory of cancellations sufficiently in advance.

1. The Owner will pay for a minimum of stand by time for Laboratory personnel. Contractor may be billed for excessive stand by costs if scheduling Laboratory services is not well controlled.
2. In accordance with the General Conditions, the Contractor shall pay for additional testing of work and materials, which are not in conformance with the Contract Documents.

1.8 ADDITIONAL TESTS

- A. **Additional Tests:** The Architect and Owner reserve the right to require additional tests to those specified or upon materials not already specified for testing. If such tests disclose noncompliance with the Contract requirements, the Architect and Owner reserve the right to require additional tests at the expense of the Contractor.
1. All retesting of non-compliant materials shall be at the expense of the Contractor.

1.9 REJECTION OF MATERIALS

- A. **Notification:** The Laboratory shall notify the Contractor, or his authorized representative, of any materials or work which are not in full conformance with the Contract Documents and the Architect shall be informed of such notification. Such nonconforming items shall not be incorporated in the finished work unless changed or corrected.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DUTIES OF THE TESTING AGENCY

- A. **The independent testing agency** engaged to perform inspections, sampling and testing of materials and construction specified herein and in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.
- B. **Coordination:** The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

3.2 TESTING PROCEDURES

- A. **Methods:** Tests and inspections shall be conducted in accordance with the requirements of the Contract Documents or, if not specified therein, in accordance with the latest standards of ASTM, ACI, or other recognized authorities.
- B. **Reports:** The Laboratory shall promptly submit written reports of each test and inspection to the Architect, Engineer, Owner, Contractor, suppliers of tested products, and to such other parties the Architect may specify.

3.3 REPAIR AND PROTECTION

- A. Upon completion of testing laboratory services, repair damaged construction and restore finishes to eliminate visual deficiencies.
- B. Protect construction exposed by testing laboratory services.
- C. Repair and protection is the Contractor's responsibility.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Temporary services and facilities, including utilities, construction and support facilities, security and protection - ALL of which are provided by Contractor.
- B. Related Sections:
 - 1. Section 01110 - Summary of Work.
 - 2. Section 01582 - Architect's Identification Sign.
 - 3. Section 01770 - Closeout Procedures: Final cleaning.

1.2 DEFINITIONS

- A. **Permanent Enclosure:** As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 SUBMITTALS

- A. **Site Plan:** Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.4 QUALITY ASSURANCE

- A. **Regulations:** Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. City of New Orleans, regulations and requirements.
 - 2. Building code requirements.
 - 3. Health and safety regulations.
 - 4. Utility company regulations.
 - 5. Police, fire department, and rescue squad rules.
 - 6. Environmental protection regulations.
 - 7. Electric Service shall comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. **Tests and Inspections:** Arrange and pay for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. **Familiarity with Site:** It is understood that prior to bidding the Contractor became familiar with the conditions existing at the site, and accepts the site and access conditions as they are.
- B. **Ingress and Egress to Site:** At pre-construction conference, Owner's representative

will establish means of ingress and egress to work areas as well as other procedures necessary for uninterrupted operation of existing adjacent buildings. These procedures shall be strictly adhered to by all parties to the Contract.

1. Maintain safe and continuous paths of egress for building occupants during construction. Coordinate with provisions of "Section 01110 - Summary of Work" and Drawings.

- C. **Traffic Flow:** Contractor shall coordinate vehicular and pedestrian traffic flow with the Orleans Parish Police Department.
- D. **Conditions of Use:** Keep temporary services and facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site and in the building. Do not obstruct means of access and emergency egress.
- E. **Staging Areas:** The Contractor and subcontractors shall locate offices, parking, materials storage, equipment storage and maintenance areas, and similar major facilities in permitted areas indicated on Drawings or otherwise directed by the Owner.
 - 1. If offsite areas are required in addition to the allotted staging areas allotted on Drawings, secure and pay for at no additional cost to the Owner.
- F. **Access:** Access routes to the construction and staging areas will be designated by the Owner to limit interference with operations of the building under other contracts. The Contractor and subcontractors shall limit access, including deliveries of materials, to designated routes.
- G. **Pile Driving:** Contractor shall notify Owner of pile driving hours and receive Owner's approval. Contractor shall comply with all governing codes and ordinances related to pile driving operations.
- H. **Temporary Use of Permanent Facilities:** Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **General:** Provide new or undamaged previously used materials and equipment in serviceable condition. Provide materials and equipment suitable for the use intended.
- B. **Temporary Structures:** If necessary for protection of materials and equipment, provide prefabricated or mobile units or similar job-built construction with lockable entrances, and serviceable finishes. Provide units on foundations adequate to distribute loads safely and avoid damage to supporting structure.
- C. **First Aid Supplies:** Comply with governing regulations.
- D. **Fire Extinguishers:** Provide hand-carried, portable fire extinguishers. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure. Comply with specific requirements of other Sections.

- E. Chain Link Fence:** Provide chain link fencing to enclose site, staging areas, and as otherwise required to protect Contractor's equipment and materials. Provide all new components or used components in serviceable condition. Minimum requirements as follows:
1. Height: 6 feet.
 2. Fabric: Galvanized, 2-inch mesh, No. 9 gage steel wire, knuckled selvage top and bottom.
 3. Framework: Galvanized, steel pipe, 1.90 inches o.d. for line posts, 2.375 inches o.d. for corner and pull posts, 4.0 inches for gateposts. Provide watertight caps at all posts.
 4. Tension Wire, Top and Bottom: Galvanized, 7 gage coil spring steel wire.
 5. Gates: Swing type, galvanized 1.90-inch frames, fabric and height same as fence, with operating hardware, chain and padlock.
 6. Other Components: Stretcher bars, bands, ties and other necessary assembly devices shall be galvanized steel or iron, complying with minimum standards of Chain Link Fence Manufacturer's Institute.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Temporary Facilities:** Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Duration of Use:** Provide each facility ready for use when need to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General:** Contractor shall be responsible for determining connection points, in consultation with Owner's operating and management personnel when appropriate. At conclusion of temporary use, Contractor shall restore connection points to original condition, or better.
- B. Use of Permanent Facilities:** Subject to approval by the Owner, permanent items (lights, air handling equipment, electric distribution system, water, and similar facilities) may be utilized by the Contractor to replace temporary facilities. Contractor shall be responsible for proper operation and maintenance of permanent facilities, which are used during the construction period, and shall repair or replace all damaged components, restore consumable supplies, and clean interior and exterior surfaces before Substantial Completion.
1. Comply with manufacturer's instructions for operation and maintenance.
 2. Provide temporary disposable filters for air handling equipment; change filters as needed, but not less often than every 2 weeks. Do not operate air-handling equipment without filters.
 3. Comply with final cleaning requirements specified in "Section 01770 - Closeout Procedures".
- C. Temporary Water Service:** Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
1. It shall be the responsibility of the Contractor to determine a source for water service to be used for construction purposes and to make arrangements, furnish

- and install equipment, including but not limited to meter, piping, valves, outlets and hoses to provide construction water during construction period.
2. Contractor shall pay all costs for water service for construction purposes and shall pay all costs for water used during construction until acceptance.
 3. Sterilize temporary water piping prior to use.
- D. Temporary Electrical Service:** Install weatherproof, grounded electric power service, size, capacity, and power characteristics required for temporary uses, including construction machinery, tools and equipment, lighting, heating, and initial operation and testing of work which requires power and must be test operated or placed in service ahead of time permanent power service available. Install service and grounding in compliance with National Electric Code (latest edition).
1. Contractor shall provide extension cords, wiring, switches, disconnects, fuses, lamps and receptacles, and other items necessary to conduct electricity from connection point to the construction location.
 2. Contractor shall supervise use of electricity to prevent injury and damage to the building due to improper and unsafe use, including but not limited to overloading and absence of grounding.
- E. Temporary Heat:** Provide temporary heat wherever needed for proper performance of the work, for curing or drying of work recently installed, or for protection of work in place.
- F. Temporary Lighting:** Whenever natural light is inadequate and existing or new overhead lighting is not in operation, provide temporary lighting with local switching as necessary for operations underway.
1. Install and operate temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
 2. Provide sufficient temporary lighting to ensure proper workmanship. Finishing work will not be permitted in areas, which are not adequately lighted.
- G. Temporary Telephones:** Provide temporary telephone service for use by personnel engaged in construction activities, throughout the construction period.
1. Telephone service shall be maintained until after final inspection of the project.
 2. Coordinate telephone service through the Owner's operating and management personnel.
- H. Temporary Exhaust Fans:** For new construction where dust, dirt, etc. is created or accumulated, fans will be required in each area under construction and run continuously during working hours. Exhaust fan of portable type, shall be exhausted to exterior. Fan shall be minimum 36 inches diameter powered by a 1/3 horsepower motor. Provide wire guard on interior side of units.
- I. Sewers and Drainage:** Provide temporary connections to remove effluent that can be discharged lawfully into available sanitary sewers and storm water drains. If storm drains are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers and dispose of effluent off the site in a lawful manner.

3.3 TEMPORARY USE OF ELEVATORS

- A. Do not use elevators** for construction purposes unless cars are provided with temporary enclosures, either within finished cars or in place of finished cars, to protect finishes from damages.

1. Provide full maintenance service by skilled, competent employees of elevator Installer for elevators used for construction purposes. Include preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Use same parts and supplies as used in the manufacture and installation of original equipment.
2. Provide protective coverings, barriers, devices, signs and other procedures to protect elevators. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop, make required repairs and refinish entire unit, or provide new units as required. Architect shall determine which items shall be replaced.

3.4 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES

- A. **General:** Locate field offices, storage facilities and other temporary construction and support facilities for easy access and to avoid interference with construction operations and use of the buildings adjacent to the site by Owner's employees and the public.
- B. **Temporary Fence:** Provide security of the construction area and materials/equipment storage and staging by a temporary chain link fence. Erect at start of construction and maintain until final sitework stage. Locate gates to facilitate access and materials delivery.
- C. **Tree and Plant Protection:** Install temporary fencing outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. **Temporary Heat and Ventilation:** Provide temporary heat and ventilation necessary for construction activities, for curing or drying of completed installations, and for protection of installed construction from adverse effects of extreme temperatures and high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
- E. **Field Offices:** Provide insulated, heated and air conditioned, weathertight temporary offices of sufficient size to accommodate activities at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices with the following:
 1. Desk and chairs.
 2. File cabinets.
 3. Plan table and plan rack.
 4. Shelves, for samples storage.
 5. Telephone answering machine.
 6. Telephone pager device.
 7. Telephone facsimile machine.
 8. Copy machine.
- F. **Storage and Fabrication Facilities:** Provide storage and fabrication facilities, sized, furnished and equipped, as deemed necessary by the Contractor to accommodate materials and equipment involved, including temporary utility service.
 1. Sheds may be open shelters or fully enclosed spaces.

2. Provide weatherproof coverage for outdoor storage of materials and equipment needing only limited protection.
- G. Temporary Paving:** Where required, construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Architect.
1. Extend temporary surfacing in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration and supervision.
 2. Provide temporary surfacing as necessary to maintain services and deliveries to existing adjacent buildings.
- H. Dewatering Facilities and Drains:** For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- I. Sanitary Facilities:** Sanitary facilities include temporary toilets, wash facilities, and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Comply with regulations and health codes for the operation and maintenance of fixtures and facilities within construction areas.
 2. Provide toilet tissue, paper towels and similar disposable materials for each facility within construction areas. Provide covered waste containers for used material.
- J. Drinking Water Facilities:** Supply drinking water for construction personnel, either water-system-connected drinking fountains or containerized tap-dispensers with paper cups, at Contractor's option.
- K. Temporary Protection:** Temporary protection includes, but is not necessarily limited to, temporary partitions and related items as indicated and specified. Provide temporary protection of existing facilities and of construction in progress and completed, from damage by weather, construction operations and misuse. Provide temporary barricades and enclosures as necessary to protect workers, existing building, Owner's employees and the public from injury.
1. Erect, relocate and remove temporary protection as necessary to provide continual, uninterrupted enclosures and accomplish construction in required stages.
 2. Adequately cover and protect completed work from traffic and subsequent construction operations.
 3. Close openings through floors and roofs with, load-bearing, wood-framed construction or substantial barricades.
 4. Provide waterproof, draft-tight enclosure to protect portions of the building, which are opened to the weather during the construction operations.
- L. Project Identification Sign:** Provide 1 project identification sign consisting of 8' by 8' by 3/4" exterior plywood, mounted on posts or framing of preservative treated wood or galvanized steel, Sign board shall be fully painted (both faces and all edges) with primer and exterior alkyd enamel with professionally-applied painted or die-cut vinyl exterior graphics. Graphics content and design shall be as directed by Architect.

- M. Architect's Identification Sign(s):** Architect will furnish Contractor with his own sign(s) printed on vinyl. Contractor shall roll out and mount to plywood backing and structure as directed in Section 01582 - Architect's Identification Sign. Install Architect's identification sign(s) within 30 days after date fixed by Notice to Proceed. Return sign(s) to Architect at job completion.
- N. Temporary Signs:** Provide signs to provide directional information to construction personnel and visitors, as necessary for safety, and to meet insurance requirements.
- O. Cleaning and Waste Disposal:** Keep the construction areas, access areas, staging area, and surrounding areas free from accumulation of waste materials and rubbish caused by operations under the Contract.
1. Furnish and maintain walk-off mats at construction area entrances/exits to prevent tracking dust into other areas.
 2. Execute periodic cleaning to maintain premises free from accumulation of waste material and rubbish caused by Project construction operations.
 3. Sprinkle dusty debris with water.
 4. Provide adequate number of containers for collection of waste materials, rubbish and debris.
 5. Remove waste materials, rubbish, and debris from the site and legally dispose of same at public or private dumping areas.
 6. Handle hazardous, dangerous and unsanitary waste materials separately. Do not permit discharge of toxic, flammable and hazardous materials into the ground and into drains and sewers.
 7. Control the wash out and dumping of concrete trucks, mason's and plasterer's mixing equipment, and similar operations involving cementitious materials to prevent creation of nuisance and clogging of drains.
 8. Vacuum clean interior of Project work areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until Project is ready for acceptance or occupancy.
 9. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- P. Rodent and Pest Control:** Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- Q. Stairs:** Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.
- R. Sheet Piling:** In addition to work specified, provide sheet piling, should such be found necessary. Type, thickness, shoring, bracing and other details shall be Contractor's sole responsibility and shall be determined by him as necessitated by excavation depth, soil conditions, rain fall, adjacent traffic and other related factors.
- S. Construction Aids:** Construct and maintain scaffolds, ramps, and ladders necessary for reaching all portions of the work conveniently and safely. Provide hoists, trash chutes, lifts, carts and other equipment necessary for handling materials and debris.

3.5 SECURITY AND PROTECTION FACILITIES

- A. Duration of Use:** Do not change over from use of temporary security and protection

facilities to permanent facilities until Substantial Completion.

- B. **Contractor Responsibility:** The Contractor shall be solely responsible for the security of temporary facilities, storage areas, equipment and other construction facilities.
- C. **Safety Plan:** Contractor shall comply with the requirements Owner's insurance provider.
- D. **Temporary Fire Protection:** Provide and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses.
 - 1. Store combustible materials in containers in fire-safe locations.
 - 2. Maintain unobstructed access to fire extinguishers, stairways and other access routes for fighting fires.
 - 3. Provide supervision of welding operations and similar sources of fire ignition.
- E. **Barricades, Warning Signs and Lights:** Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, and post graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. **Security Enclosure and Lockup:** Install substantial temporary enclosure of areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Furnish duplicate keys for all temporary locks to the Owner's security officials.
- G. **Environmental Protection:** Provide protection, operate temporary facilities and conduct construction in compliance with environmental regulations. Minimize air contamination and pollution, and other undesirable effects. Avoid use of tools and equipment, which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons in adjacent in-use areas.

3.6 OPERATION, TERMINATION AND REMOVAL

- A. **Supervision:** Enforce discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. **Maintenance:** Maintain facilities in good condition until removal.
- C. **Termination and Removal:** Remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Permanent facilities may be used following removal of temporary facilities, under conditions acceptable to the Owner and Architect. Complete and, if necessary, restore permanent construction delayed because of interference by the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and equipment that constitute temporary facilities are property of the Contractor, and shall be removed from the Owner's premises after use.
 - 2. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts, and parts, that have been subject to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by use.

- d. Reinstall existing items, which were removed during construction.
3. Comply with additional requirements specified in "Section 01770 - Project Closeout".

END OF SECTION

SECTION 01582

ARCHITECT'S IDENTIFICATION SIGN

PART 1 - GENERAL

1.1 SUMMARY

- A. **Section Includes:** Architect's Identification Sign.
- B. **Related Sections:**
 - 1. Section 01500 - Temporary Facilities and Controls: Project identification and temporary signs.

PART 2 - PRODUCTS

2.1 SIGN MATERIALS

- A. **Graphic Design, Content, Colors, Lettering Style:** Architect will furnish Contractor with his own signs printed on heavy paper. Contractor shall roll out and mount to plywood backing and structure.
- B. **Sign Size:** Nominal 3 by 6 feet.
- C. **Quantity:** Provide 1 Architect's identification sign.
- D. **Support Structure, Framing, and Trim:** All pressure treated, sizes as specified on sign detail at end of this Section.
- E. **Paint and Primers:** Exterior quality, gloss alkyd enamel, two coats, paints shall be approved by Architect.
 - 1. Refer to Master Painters Institute (MPI) for products.
 - 2. One coat primer: Exterior Alkyd Wood Primer: MPI #5
 - 3. Two topcoats: Exterior Alkyd Enamel (Gloss): MPI #9 (Gloss Level 6).
 - a. Color shall be Sherwin Williams SW 6524 "Commodore" or approved equal.
- F. **Concrete:** Concrete for sign post footings shall be minimum 3,000 psi. Comply with ASTM C 94; ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."
- G. **Fasteners:** Fasten sign with stainless steel screws and stainless steel cup washers. All other fasteners and accessories shall be hot dip galvanized.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. **Install Architect's identification signs** within 30 days after date fixed by Notice to Proceed.
- B. Erect Architect's identification signs in locations as directed by Architect.
- C. **Installation:** Contractor shall roll out Architect's vinyl sign and mount sign to supports and framing as detailed on the sketch at end of this Section.

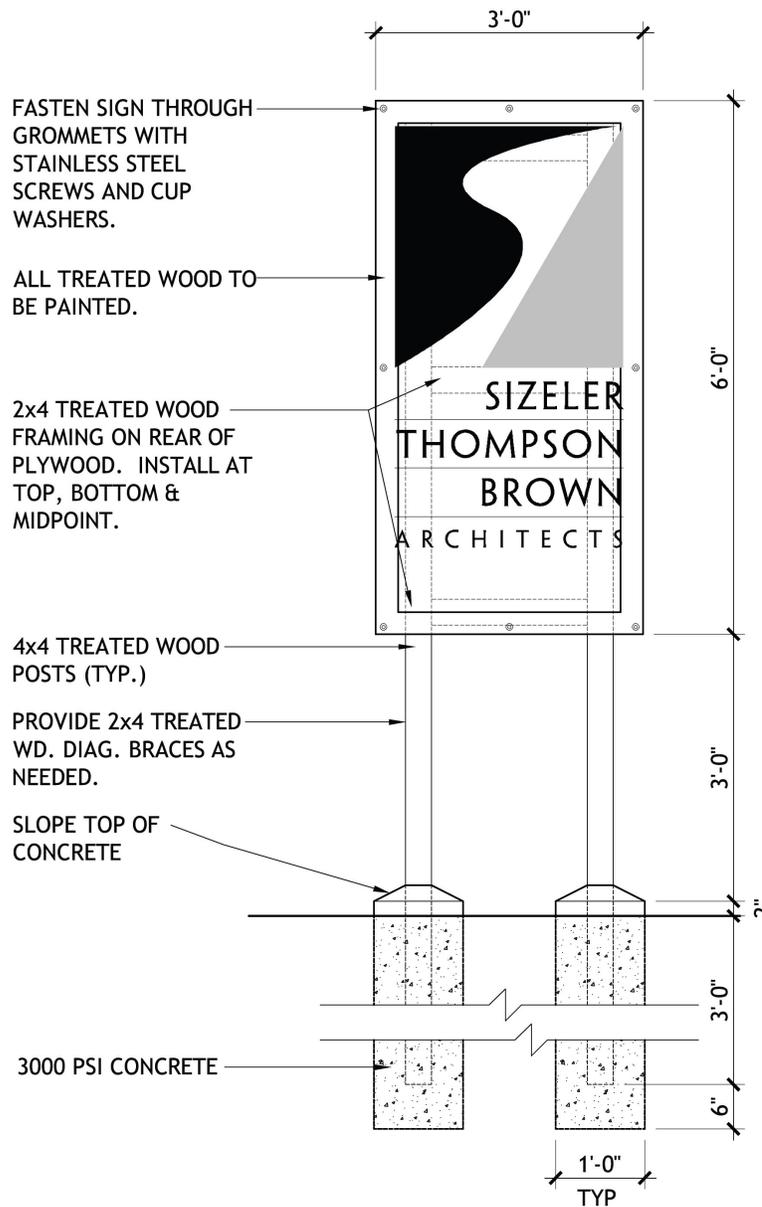
- D. Install signs plumb and level. Anchor securely.
- E. Paint all exposed surfaces of sign, supports, and framing according to manufacturer's and MPI's recommendations.

3.2 MAINTENANCE

- A. Maintain signs and supports and keep clean. Repair damage. Replace deteriorated signs during course of project as directed by Architect.

3.3 REMOVAL

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area. Return vinyl sign to Architect.



END OF SECTION

SECTION 01610

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes:

1. Definitions.
2. Quality assurance: ADA compliance.
3. Product delivery, storage, and handling.
4. Product selection procedures.
5. Hazardous materials.
6. Installation of products.

B. Related Sections include:

1. Section 01421 - Reference Standards and Definitions: Applicability of industry standards to products specified.
2. Section 01630 - Product Substitution Procedures: Requirements for substitution requests made after award of the Contract.

1.2 DEFINITIONS

A. Definitions: Terms used in the Drawings and Specifications such as “specialties”, “systems”, “structure”, “finishes”, and “accessories”, which are self-explanatory and have well recognized meanings in the construction industry are not changed by this Section.

1. Products: Items purchased for incorporation in the work, whether produced for the Project or taken from previously produced stock, including “materials”, “equipment”, “systems”, and similar terms.
2. Named Products: Items identified by manufacturer's product name, make or model designation.
3. Materials: Products that are shaped, cut, worked, mixed, finished, fabricated, processed, or assembled to form a part of the work.
4. Equipment: Products with operational parts, whether motorized or manually operated, that usually, but not necessarily, requires service connections such as wiring or piping.

1.3 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide all products of the same kind from a single source.

B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with other products.

C. Labels and Nameplates: Unless required for evidence of compliance and to display essential operating data, labels and nameplates shall be concealed in the completed construction.

1. Labels: Where required for observation after installation, locate product labels on an accessible surface that is not conspicuous.

2. **Equipment Nameplates:** Provide a permanent nameplate on service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain essential operating data such as:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
- D. **ADA Compliance:** Provide products and installation of products to comply with 28 CFR Part 36 "ADA Accessibility Guidelines for Buildings and Facilities". Notify the Architect of any observed conflicts or omissions between the requirements indicated for this project and the ADA Guidelines.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. **General:** Deliver, store and handle products in accordance with the manufacturer's recommendations. Prevent damage, deterioration and loss, including theft.
- B. **Delivery:** Schedule delivery to avoid long-term storage at the site and to prevent overcrowding of construction and storage spaces.
 1. Deliver products to the site in the manufacturer's original packaging with labels and instructions for handling, storing, unpacking, protecting and installing.
- C. **Inspection:** Inspect products upon delivery to ensure that they comply with requirements and are undamaged and properly protected.
- D. **Storage:** Store products at the site to facilitate inspection and measurement of quantity or counting of units.
 1. Store heavy products in a manner that will not endanger the supporting construction.
 2. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT REQUIREMENTS

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged and (unless otherwise specified or permitted) previously unused.
 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details for complete installation and for the intended purpose.
 2. Where available, provide standard product types that have been used successfully in similar situations.
 3. As specified in "Section 01421 - Reference Standards and Definitions", quantity or quality levels shown and specified represent minimum acceptable levels.

2.2 PRODUCT SELECTION PROCEDURES

- A. **Proprietary Specification Requirements:** Where two or more products or

manufacturers are named, provide one of the products indicated or an Architect-approved equal by Addendum prior to receipt of Bids in accordance with the Instructions to Bidders. No substitutions will be permitted after award of the Contract except as provided in "Section 01630 - Product Substitution Procedures."

1. **Quality Standards:** Proprietary specifications are used only to denote the quality standard of the products desired, and do not restrict Bidders to the specific brand, make, manufacturer or specification named. Proprietary specifications are used only to set forth and convey to prospective Bidders the general style, type, character and quality of the products desired. Equivalent products will be acceptable, but only with written prior approval as described in the Instructions to Bidders.
- B. Reference Standards Specification Requirements:** Where products are specified in accordance with an established standard. Select any product that meets or exceed those standards.
- C. Descriptive Specification Requirements:** Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a manufacturer's name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
- D. Performance Specification Requirements:** Where Specifications require compliance with performance requirements, with or without use of a manufacturer's name, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. Appropriate overall performance of a product is implied where the product is specified for a specific application.
- E. Compliance with Standards, Codes and Regulations:** Where the Specifications require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified. Refer to "Section 01421 - Reference Standards and Definitions" for additional provisions.
- F. Visual Matching:** Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
- G. Visual Selection:** Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, the Architect will select the color, pattern and texture.

2.3 HAZARDOUS MATERIALS

- A. Hazardous Materials:** No products containing asbestos shall be used in the construction.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. General:** Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 1. **Inspection of Conditions:** Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected.

2. **Visual Effects:** Provide uniform joint width in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

- B. Manufacturer's Instructions:** Comply with manufacturer's installation instructions and recommendations, which do not conflict with requirements contained in Contract Documents. Obtain Architect's determination in case of apparent conflicts.

- C. Preliminary Procedures:** Inspect products immediately upon delivery and again prior to installation. Remove damaged and defective items from the Project.
 1. Verify measurements and dimensions, before starting each installation.

- D. Protection:** Install each component during weather conditions and Project status that will ensure against damage and deterioration.
 1. Protect products and adjacent construction during and after installation, until acceptance, to prevent damage, soiling and deterioration from subsequent operations, harmful exposure, and incompatible materials.
 2. Coordinate the erection of temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for those purposes.

- E. Attachment:** Where mounting heights are not indicated, install components at standard mounting heights recognized within the industry for the application indicated. Refer uncertain mounting height determinations to the Architect for decision.
 1. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for thermal and building movement.

- F. Replacement and Repair:** Promptly remove damaged, defective and non-conforming products and acceptably replace with new, conforming products.
 1. Subject to Architect's approval, damaged and defective products may be repaired to condition equivalent to acceptable new condition. Products that cannot be satisfactorily repaired shall be removed and replaced without additional cost to the Owner.
 2. Replacement and repairs shall be made by the party responsible for the original installation.

END OF SECTION

SECTION 01630

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. **Section Includes:** Administrative and procedural requirements for handling product substitutions during bidding and after award of the Contract.
- B. Related Sections:
 - 1. Section 01330 - Submittal Procedures: Requirements for submitting Submittal Schedule.
 - 2. Section 01610 - Product Requirements: Requirements for product selection procedures.
 - 3. Section 01631 - Substitution Request Form: Form to be used by Bidder/Contractor for submission of product substitutions before and after award of the Contract.

1.2 LIMITATIONS ON SUBSTITUTIONS

- A. **Substitutions:** Product substitutions will NOT be considered during bidding or after award of the Contract unless the "Substitution Request Form" is used (included in this Project Manual as "Section 01631").
 - 1. Substitutions will be acceptable only if the proposed substitute meets all specified requirements, including the manufacturer's specifications for the originally specified product, which were current on the date of the Contract Documents.
 - 2. Proposed substitutions must be approved by both the Architect and the Owner.
 - 3. Requests for substitutions may be considered or rejected at the discretion of the Owner or the Architect.
 - 4. By requesting a substitution, the Contractor warrants the following to the Owner and Architect:
 - a. The proposed substitute is equal or superior in all respects, including warranties and guarantees, to the specified product or method.
 - b. No additional costs to the Owner or change in time will be involved unless stated in the request.
 - c. Necessary coordination with other work will be provided by the Contractor.
- B. **Exceptions:** The following are not considered substitutions and are not subject to requirements specified in this section for substitutions:
 - 1. Revisions to Contract Documents requested by the Owner or Architect.
 - 2. Specified options on products and construction methods included in Contract Documents.

1.3 SUBMITTALS

- A. **Substitution Request Submittal:** Requests for substitution will be considered only after compliance with the following:
 - 1. Submit 3 copies of each substitution request form (form shall be completed and signed).
 - 2. Identify the product, or the fabrication or installation method to be replaced, with references to Specification Section and Drawing numbers. Provide complete

documentation for the proposed substitution including the following information, as appropriate:

- a. Product Data, including manufacturer's printed recommendations for fabrication and installation.
- b. Samples, where applicable or requested.
- c. Comparison of the proposed substitution with significant qualities of the product originally specified. Significant qualities may include size, weight, durability, performance and visual effect.
- d. Changes or modifications to other parts of the Work necessary to accommodate the proposed substitution.
- e. Effect on the Contractor's Construction Schedule and Contract Time.
- f. Cost information in accordance with procedures for Change Order proposals, if change in the Contract Sum is involved.

1.4 SUBSTITUTIONS REQUESTED DURING BIDDING

- A. No substitution will be considered prior to receipt of bids unless written request for approval has been received by the Architect at least **7 WORKING DAYS** prior to the date for receipt of Bids. Such requests shall be submitted on the proper "Substitution Request Form" at the end of this Section and described in as much detail as is reasonable for review of request. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
 1. The request will be automatically rejected unless the following conditions are met:
 - a. The request is submitted on the required "Substitution Request Form" included in these Specifications.
 - b. Extensive revisions to Contract Documents are not required.
 - c. Proposed changes are in keeping with the general intent of Contract Documents.
 - d. The request is timely, *fully* documented, and properly submitted.
- B. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum, as defined in the Instructions to Bidders. Bidders shall not rely upon approvals made in any other manner.

1.5 SUBSTITUTIONS REQUESTED AFTER CONTRACT AWARD

- A. Conditions: The Architect's and Owner's evaluation of substitution requests made after Contract is awarded may include the following considerations:
 1. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 2. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation, or other considerations of merit, offsetting additional responsibilities to the Owner, which may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, increased operating and maintenance costs, or similar considerations.
 3. The specified product or method of construction cannot be provided within the Contract Time. The request may not be considered if delay from use of the specified product or method results from failure to pursue the Work promptly or coordinate activities properly.
 4. The specified product or method of construction is not approved by a governing authority.

5. The specified product or method of construction is not compatible with other materials.
6. The specified product or method of construction cannot be coordinated with other materials.
7. The specified product or method of construction cannot provide a warranty required by the Contract Documents.

1.6 RESPONSE

- A. Architect's Action:** Within two weeks of receipt of the request for substitution, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on a proposed substitution is not made within the allotted time, use the product or method specified. Acceptance during Construction Phase will be by Change Order if change in Contract Time or Contract Sum is involved. The request will be rejected unless the following conditions are met:
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.

1.7 SUBMITTALS REQUIRED BY THE CONTRACT DOCUMENTS

- A. Non-Complying Submittals:** Requests for substitution must be in accordance with Paragraph 1.3 of this Section. The routine submittal of Shop Drawings, Product Data and Samples that represent construction not complying with the Contract Documents does not constitute a request for substitution.
- B. Required Submittals:** Submittals specified in this Section do not take the place of submittals required in the specification Section under which the substitution is proposed, unless exemption from further submittals is stated in the approval.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION - FORM FOLLOWS

SECTION 01631

SUBSTITUTION REQUEST FORM

To: Sizeler Thompson Brown Architects Project: Regional Transportation Management Center
300 Lafayette Mall, Suite 200 DOTD / RPC
New Orleans, LA 70130 New Orleans, LA 70124 SA 21027.00

From: _____ Date: _____

Specified Item: _____
(Section Number) (Page Number) (Paragraph) (Description)

We believe that the following product is equal or superior to the specified product in appearance, durability, performance, and in every other respect, and we hereby submit it for your consideration as a substitute for the specified item for the above-mentioned project:

A. Proposed Substitution: _____

B. Reason for Substitution: _____

C. COSTS (*Construction Phase Only* - Provide complete breakdown of costs including the cost amount to be DEDUCTED from the Contract Sum if the proposal substitution is accepted. Include documentation for both materials and labor): _____

D. SCHEDULE (*Construction Phase Only* - Describe substitution's affect on construction schedule): _____

E. Supporting Data:
1. Product Data: Attach complete technical data, including laboratory tests, if applicable.
2. Installation: Include complete information on changes to Drawings and/or Specifications describing the steps that the proposed substitution will require for its proper installation.
3. Samples: Submit with request all necessary samples and substantiating data clearly marked to prove equal quality and performance to that which is specified.

F. List ways in which the proposed substitution affects dimensions shown on Drawings: _____

G. List effects of proposed substitution on other trades: _____

H. List ways in which proposed substitution would be affected by applicable code requirements and agency approval: _____

- I. List differences between proposed substitution and specified item: _____

- J. Manufacturer's warranties of the proposed and specified items are: Same ___ Different
Explain: _____
- K. List information on availability of maintenance service and source of replacement materials: _____

- L. Certification of, and Assumption of Liability for, Equivalent Performance:
The undersigned states that the function, appearance and quality of the proposed substitution is equivalent or superior to the specified item and **is in full compliance with the Contract Documents and applicable regulatory requirements. NOTARIZATION IS REQUIRED FOR SUPPLIER DURING BIDDING PHASE. NOTARIZATION IS REQUIRED FOR BOTH SUPPLIER AND CONTRACTOR DURING CONSTRUCTION PHASE. FAILURE TO PROVIDE SIGNED AND NOTARIZED SUBSTITUTION REQUEST WILL RESULT IN AUTOMATIC REJECTION OF PROPOSED SUBSTITUTION**

Supplier

Signature

Telephone

Date

Signature must be by person authorized to legally bind his/her firm to the above terms. Failure to provide legally binding signature will result in rejection.

NOTARY: _____

General Contractor

Signature

Telephone

Date

NOTARY: _____

A/E's REVIEW AND ACTION (to be filled-in by Architect/Engineer)

- Substitution Proposal Rejected because Not Complete
- Substitution Accepted By: _____
- Substitution Accepted as Noted Date: _____
- Substitution Rejected Remarks: _____
- Substitution Rejected Because Request Received Too Late

END OF SECTION

SECTION 01720

FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

- A. **General:** Provide field-engineering services including, but not limited to, land survey work.
- B. **Related Requirements:** Section 01770 "Closeout Procedures" requires a final property survey with Project Record Documents and recording of Owner-accepted deviations from indicated lines and levels.
- C. **Surveyor Qualifications:** Engage a Professional Land Surveyor or Engineer registered in the State of Louisiana to perform field-engineering services specified in this Section.

1.2 SUBMITTALS

- A. **Certificates:** Submit a certificate signed by the land surveyor or professional engineer certifying the location and elevation of improvements.
- B. **Final Property Survey:** Submit the final property survey as specified in Section 01770.
- C. **Project Record Documents:** Submit a record of Work performed and record survey data as required under provisions of "Submittals" and "Project Closeout" Sections.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Identification:** The Contract Drawings identify existing control points.
- B. **Verification:** Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.
- C. **Site Benchmarks:** Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. **Existing Utilities and Equipment:** The existence and location of underground and

other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping.

3.2 PERFORMANCE

- A. **General:** Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
 2. As construction proceeds, check every major element for line, level, and plumb.
- B. **Surveyor's Log:** Maintain a surveyor's log of control and other survey work. Make this log available for reference.
 1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
 2. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- C. **Site Improvements:** Locate and lay out site improvements, including pile locations, pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. **Building Lines and Levels:** Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical work.
- E. **Existing Utilities:** Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.
- F. **Certified Record Drawings:** Structural steel elevations and locations, as specified in Section 05100.
- G. **Final Property Survey:** Prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the surveyor, that principal metes, bounds, lines, and levels of the Project are accurately positioned as shown on the survey.
 1. **Recording:** At Substantial Completion, have the final property survey recorded by or with local governing authorities as the official "property survey".

END OF SECTION

SECTION 01732

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. **Section Includes:** Requirements for cutting and patching necessary to:
 - 1. Make connecting portions of Work fit properly;
 - 2. Prepare in-place construction to receive new Work;
 - 3. Restore damaged and defective in-place construction.
- B. **Related Sections:**
 - 1. Section 01322 - Project Management Software: Contractor's Construction Schedule.
 - 2. Divisions 2 through 14: Specific requirements and limitations applicable to cutting and patching various kinds of Work are included in the respective Sections.
 - 3. Divisions 15 and 16 Sections: Requirements and limitations applicable to cutting and patching mechanical and electrical installations.
- C. **Related Requirements:** Specific requirements and limitations applicable to cutting and patching various kinds of Work are included in the respective technical Sections.

1.2 ARCHITECT'S APPROVAL

- A. **Architect's Approval:** Architect's approval is required prior to cutting and patching which (1) affects structural elements, (2) arises due to previously unknown conditions, and (3) affects visual effect and performance qualities of the completed construction.

1.3 SUBMITTALS

- A. **Cutting and Patching Proposal:** Where approval for cutting and patching is required, request and obtain written approval before proceeding. Describe conditions making cutting and patching necessary and outline intended procedures.
- B. **Compliance:** Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of Work, which is not in compliance with Contract requirements.

1.4 QUALITY ASSURANCE

- A. **Requirements for Structural Work:** Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
- B. **Operational and Safety Limitations:** Do not cut and patch components in a manner that would result in reduced capacity to perform as intended, increased maintenance, or decreased operational life or safety.
- C. **Visual Requirements:** Do not cut and patch construction exposed in the completed work in a manner that would, in the Architect's opinion, impair aesthetic qualities or result in unacceptable visual evidence of cutting and patching. Remove and replace

cutting and patching which is visually unacceptable.

1.5 COORDINATION

- A. **Coordinate** all cutting and patching within the existing building and/or immediately adjacent to occupied areas of the existing building with the Owner.
- B. **Schedule** this work with the Owner in advance to avoid disruption of occupancy.
 - 1. Provide dust control temporary barriers and noise control as required by Owner or other Sections of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. **General:** Match adjacent components. If identical materials are not available, use materials that match to the fullest extent possible and whose installed performance will equal or exceed that of original materials.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. **Installer:** If possible employ the original fabricator or installer to perform cutting and patching. Otherwise, employ an equally recognized and experienced entity.
- B. **Inspection:** Before cutting, examine condition of adjacent surfaces and the work area. Take corrective action before proceeding if necessary to safely perform the work and prevent damage or dislocation of construction to remain.

3.2 PREPARATION

- A. **Temporary Support:** Design and provide temporary support of work to be cut and adjacent components to remain.
- B. **Protection:** Protect in-place construction during cutting and patching to prevent damage from operations or from weather exposure.
- C. **Coordination:** Avoid interference with adjoining areas and interruption of free passage to adjoining areas.
- D. **Utility Services:** Provide for continuity of in-use mechanical and electrical systems by-passing before cutting.

3.3 PERFORMANCE

- A. **General:** Employ skilled workmen to perform cutting and patching. Perform cutting and patching at the earliest feasible time and complete without delay.
- B. **Cutting:** Use methods to avoid damage to elements to be retained.
 - 1. Core drill all holes in concrete and masonry that are 1 inch or larger in diameter.
- C. **Patching:** Provide durable inconspicuous junctions with in-place elements. Comply with specified tolerances.
 - 1. Inspect and test patched areas to verify suitability of the installation.

2. Restore finish of patched areas and extend into retained construction to eliminate evidence of patching and refinishing. Where patch occurs in walls with wall covering and/or painted finishes, extend new finishes over entire wall surface floor to ceiling and wall corner to corner.
 3. Restore damaged materials to original condition.
- D. **Cleaning:** Clean areas and spaces where cutting and patching are performed or used as access. Clean piping, conduit and similar features before they are enclosed or concealed.

END OF SECTION

SECTION 01770

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. **Section Includes:** Administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection and acceptance procedures.
 2. Project record document submittal.
 3. Operating and maintenance manual submittal.
 4. Closeout procedures.
 5. Final cleaning.
- B. **Related Sections:**
1. Document 00700 - General Conditions.
 2. Document 00800 - Supplementary Conditions
 3. Section 01421 - Reference Standards and Definitions: Applicability of industry standards.
 4. Section 01330 - Submittal Procedures: Procedures for submitting copies of Shop Drawings and Product Data for project record documents.
 5. Section 01778 - Closeout Submittals: Submittal of warranties and bonds.
 6. Divisions 2 through 16: Completion requirements for specific construction activities.
- C. **The Requirements of this Section** amplify and do not modify provisions of the General and Supplementary Conditions.

1.2 SUBSTANTIAL COMPLETION

- A. **Preliminary Procedures:** Before requesting inspection for certification of Substantial Completion, complete the following. **List exceptions in the request.**
1. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
 2. Advise Architect that project is ready for inspection by the State Fire Marshal's office.
 3. Advise Owner of pending insurance change over requirements.
 4. Submit signed roofing guarantees and other specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 5. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 6. Submit record documents and other final record information as applicable and required for the project.
 7. Deliver tools, spare parts, extra stock and similar items.

8. Make final change over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change over in security provisions.
9. Perform complete start-up testing and balancing of systems and submit reports to the Architect. Instruct the Owner's personnel in proper operation and maintenance procedures.
10. Discontinue and remove construction mock-ups and similar elements.
11. Remove temporary facilities, construction equipment, and temporary services. Restore disturbed items to original condition, or better.
12. Complete final clean up requirements. Touch-up and otherwise repair and restore marred exposed finishes.
13. Submit final meter readings for utilities and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
14. If a Storm Water Pollution Prevention Plan was required, submit a copy of the Completion Report form filled out in its entirety.

- B. Inspection Procedures:** On receipt of a request for inspection, Architect will either proceed with inspection or advise the Contractor of unfilled requirements. Architect will prepare the Recommendation of Acceptance, or advise Contractor of construction that must be completed or corrected before the Recommendation will be issued.
1. Architect will perform inspection when assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements of final acceptance.

1.3 FINAL ACCEPTANCE

- A. Preliminary Procedures:** Before requesting final inspection for certification of final acceptance and final payment, complete the following.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final changes to the Contract Sum.
 3. Submit properly executed Lien and Privilege Certificate.
 4. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
 5. Submit consent of surety to final payment on AIA Form G707.
 6. Submit a final liquidated damages settlement statement, if applicable.
 7. Submit evidence that taxes, fees and similar obligations have been paid.
 8. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Re-inspection Procedure:** The Architect will reinspect the Work upon receipt of notice that the Work, including items from earlier inspections, has been completed.
1. 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. Additional Requirements:** Refer to General and Supplementary Conditions.

1.4 RECORD DOCUMENTS

- A. Project Set:** The Contractor shall maintain one set of record documents. Do not use record documents for construction purposes; protect from deterioration and loss; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings:** Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most suitable for showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red colored erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Provide a schematic roof plan on which is shown and identified each item of roof-top equipment which requires periodic inspection and/or maintenance, such as exhaust fans, intake/exhaust cowls, roof drains, plumbing vent stacks, air conditioning equipment, and operating equipment of any type.
 5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheet, and print suitable titles, dates and other identification on the cover of each set.
 6. Submit a reproducible record set of Contract Drawings and an electronic format set of Contract Drawings.
- C. Record Specifications:** Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in written form during construction.
1. Mark these documents to show substantial variations in actual Work performed.
 2. Give particular attention to substitutions, selection of options and similar information on elements that cannot be readily identified by direct observation.
 3. Note related Record Drawing information and Product Data.
 4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- D. Record Product Data:** Maintain one copy of each Product Data submittal, including items submitted for record purposes.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted.
 2. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 3. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.
 4. Note related Change Orders and mark-up of record drawings and Specifications.
 5. Upon completion of the Work, submit record Product Data to the Architect for the Owner's records.
- E. Record Samples:** Immediately prior to the date or dates of Substantial Completion, the Contractor shall meet at the site with the Architect and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress

of the Work are to be transmitted to the Owner for record purposes.

1. Deliver selected Samples to the Owner's storage area. Contractor shall dispose of Samples not selected for Owner's records.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.

G. Maintenance Manuals: Unless otherwise specified in the Technical Sections, provide 2 sets of maintenance manuals for the project, incorporating all maintenance, repair and operating procedures specified for the project. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in heavy-duty 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder.

1. Include the following types of information:
 - a. Emergency instructions.
 - b. Spare parts list.
 - c. Copies of warranties.
 - d. Wiring diagrams.
 - e. Recommended "turn-around" cycles.
 - f. Inspection procedures.
 - g. Shop Drawings and Product Data.
 - h. Fixture lamping schedule.
 - i. Maintenance and repair procedures.
2. Roofing Manuals: The roofing manuals specified in Division 7 shall be provided as one of the required manuals.

H. Submittal: Upon completion of the work, transmit all record documents and maintenance manuals to the Architect for the Owner's records.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operating and Maintenance Instructions: Arrange for each Installer of equipment and material that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If Installers are not experienced in procedures, provide instruction by manufacturer's representatives.

1. Include a detailed review of the following items:
 - a. Maintenance manuals and record documents.
 - b. Inspection procedures.
 - c. Spare parts and materials.
 - d. Tools.
 - e. Lubricants.
 - f. Identification systems.
 - g. Control sequences.
 - h. Personal and product safety.

- i. Cleaning.
 - j. Warranties and bonds.
 - k. Maintenance agreements and similar continuing commitments.
- B. **Demonstration:** As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up.
 2. Shut-down.
 3. Emergency operations.
 4. Noise and vibration adjustments.
 5. Safety procedures.
 6. Economy and efficiency adjustments.
 7. Effective energy utilization.

3.2 FINAL CLEANING

- A. **General:** General cleaning during construction is required by the General Conditions and included in "Section 01500 - Temporary Facilities and Controls".
- B. **Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions and requirements in individual Specifications Sections. Complete the following cleaning operations before requesting inspection for Substantial Completion.
1. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, and other excess and foreign materials from exposed-to-view interior and exterior surfaces, new and existing.
 2. Remove labels that are not permanent labels.
 3. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace scratched, cracked, chipped and broken glass and other damaged and defective transparent materials.
 4. Clean exposed exterior and interior 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.
 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 6. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 7. Clean and rejuvenate permanent facilities and equipment used during the construction period, including but not limited to:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by use.
 - d. Remove used lubricants and replace with new, manufacturer-recommended lubricants.
- C. **Removal of Protection:** Remove temporary protection and facilities installed for

protection of the Work during construction.

- D. **Compliance:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not abandon or bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful and dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- E. **Owner's Right to Clean Up:** If the Contractor fails to perform final cleaning and removal of protection as specified, and fails to promptly and diligently commence and continue specified cleaning and removal after written notice by the Owner or Architect, the Owner may execute such cleaning and removal and deduct by appropriate Change Order the cost of the cleaning and removal from the Contract Amount. This right of the Owner, if exercised, shall be exercised without prejudice to any other remedy the Owner may have under the Contract Documents or law.
- F. **Materials for Owner's Use:** Where extra materials of value remaining after completion of Work have become the Owner's property, and where extra stock of materials are required by the Contract Documents, arrange for disposition of these materials as directed.
- G. **Architect's Identification Sign:** Return Architect's vinyl identification sign to Architect upon removal of sign supporting structure.

3.3 CONTINUING INSPECTIONS

- A. **General:** As required by special guaranteed warranties, agreements to maintain, workmanship bonds, and similar continuing commitments, comply with Owner's request to participate in inspections at the end of each time period of such continuing commitments. General Contractor and all major subcontractors shall participate in a general inspection of the work approximately one year after the date of Substantial Completion and prior to the one year date to determine the general condition of the Work.

END OF SECTION

SECTION 01778

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. **Section Includes:** General administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
- B. **Related Sections:**
 - 1. Section 01330 - Submittal Procedures: Procedures for submitting warranties.
 - 2. Section 01770 - Closeout Procedures: Procedures for contract closeout.
 - 3. Divisions 2 through 16: Specific warranty requirements for products and installations specified to be warranted.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work nor does it relieve suppliers, manufacturers, and subcontractors required to sign special project warranties.

1.2 DEFINITIONS

- A. **Standard Product Warranties** are preprinted written warranties issued by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. **Special Warranties** are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.3 WARRANTY REQUIREMENTS

- A. **Related Damages and Losses:** When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. **Reinstatement of Warranty:** When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. **Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise

available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. **Rejection of Warranties:** Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
2. Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to sign such commitments are willing to do so.

1.4 SUBMITTALS

- A. **General:** Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 1. When a designated portion of the Work is completed and occupied or used by the Owner, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. **Special Warranties:** When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
 1. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
- C. **Form of Submittal:** At Substantial Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor and subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy duty, durable 3-ring vinyl covered loose leaf binders, thickness as necessary to accommodate contents, sized to receive 8-1/2-by 11-inch paper.
 2. Provide heavy paper dividers with plastic covered tabs for each separate warranty. Mark tabs to identify the product or installation. Provide a typed description of the product or installation, including the product name, and the name, address and telephone number of the installer.
 3. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.
 4. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION