

ADDENDUM No. 05

DATE | TIME: February 13, 2025

PROJECT: Westerly Armory - Roof Replacement

PROJECT NO: 24080

OWNER: Westerly Armory Restoration, Inc.

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents dated October 31, 2024, as noted below.

Clarifications:

1.	See the included documents that delete the Alternates section and adds an Allowance for Lightning Protection.

Attachments:

ADDENDUM	MODIFIES	DESCRIPTION
	DWG/SPEC	
004113	SPEC	BID FORM
010000	SPEC	DIVISION 1 - GENERAL REQUIREMENTS

END OF ADDENDUM NO. 05

NOVEMBER 1, 2024 Revised: February 13, 2025

BID FORM

1.1	BID INFORMATION
A.	Bidder Firm:
В.	Bidder Address:
C.	President/Owner:
D.	Project Name: WESTERLY ARMORY ROOF REPLACEMENT
E.	Project Location: 41 RAILROAD AVE, WESTERLY, RI
F.	Owner: WESTERLY ARMORY RESTORATION, INC.
G.	Architect: Northeast Collaborative Architects
1.2	CERTIFICATIONS AND BASE BID PRICE
A.	BASE BID, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings Specifications, and all subsequent Addenda, as prepared by Northeast Collaborative Architect (NCA), having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
	\$ (Place figures in appropriate boxes.)
	DOLLARS
	(Written Amount)

ALLOWANCES В

The Base Bid Price includes quantity and lump sum allowances. Refer to Drawings and Specifications for additional information. All Unit-of-Measurement-based Allowances, quantity and amount, will be used as determination of the unit price for purposes of additional or reduced quantity of units.

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Allowance No. 1: For replacement of roof deck sheathing at main roof areas.					
Quantity Allowance: The Contractor	shall include 900 square feet as the bid quantity.				
Unit of Measurement: \$	/Square foot of material.				
Allowance No. 1 Amount: \$					
Allowance No. 2: For replacement	of roof deck sheathing at the dormers.				
Quantity Allowance: The Contractor	shall include 50 square feet as the bid quantity.				
Unit of Measurement: \$	/Square foot of material.				
Allowance No. 2 Amount: \$					
Allowance No. 3: For replacement	of wood gutter.				
Quantity Allowance: The Contractor	shall include <u>150</u> linear feet as the bid quantity.				
Unit of Measurement: \$	/Linear foot of material.				
Allowance No. 3 Amount: \$					
Allowance No. 4: For replacement	of wood fascia and trim.				
Quantity Allowance: The Contractor	shall include $\underline{150}$ linear feet as the bid quantity.				
Unit of Measurement: \$	/Linear foot of material.				
Allowance No. 4 Amount: \$					
Allowance No. 5: LIGHTNING I building.	PROTECTION SYSTEM for the entire Westerly Armory				
Quantity Allowance: The Contractor	shall include a dollar allowance.				
Allowance No. 5 Amount: \$ 30,000.					

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1.3 BONDS

A. The Base Bid Price *includes* the costs for all Bid and Payment and Performance Bonds required by the solicitation.

1.4 ALTERNATES

A. ALTERNATES: [Deleted]

1.5 UNIT PRICES

- A. Bidders shall insert values in both columns for Add and Deduct Unit Prices in the table below. Failure to complete the Unit Price Table may be cause for rejection of Bid.
- B. Refer to Specification Section: 012000 "Price and Payment Procedures B. Unit Prices," for more information.

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within ten (10) days after a written Notice of Award, if offered within ninety (90) days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount indicated on the following Bid Bond form.
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.7 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner, and shall achieve Substantial Completion no later than September 30, 2025, and Final Completion within sixty (60) calendar days after Substantial Completion.
- B. Substantial Completion is defined, at least in part, as Beneficial Occupancy by the Owner.
- C. Liquidated Damages will be assessed at a rate of \$750.00 per day for each calendar day that the Certificate of Substantial Completion is delayed beyond the date listed above.

1.8 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1.	Addendum No. 1, dated	
2.	Addendum No. 2, dated	
3.	Addendum No. 3, dated	
4.	Addendum No. 4, dated	
5	Addendum No 5 dated	

1.9 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement Bid Bond Form (AIA Document A310).
 - 2. Bid Form Supplement Performance And Payment Bond Form (AIA Document A312)

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Rhode Island and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

Respectfully submitted this day of, 2024.					
Submitted By:	(Name of bidding firm or corporation)				
Authorized Signature:	(Handwritten signature)				
Signed By:	(Type or print name)				
Title:	(Owner/Partner/President/Vice President)				
Witness By:	(Handwritten signature)				
Attest:	(Handwritten signature)				
By:	(Type or print name)				
Title:	(Corporate Secretary or Assistant Secretary)				
Street Address:					
City, State, Zip					
Phone:					
License No.:					
Federal ID No.:		(Affix Corporate Seal Here)			

END OF DOCUMENT 004113

011100 SUMMARY OF WORK

- A. Project Number <u>24080</u> is entitled "Westerly Armory Roof Replacement". The existing building is located at <u>41 Railroad Avenue</u>, Westerly, RI, <u>02891</u>.
- B. The Project Description:

The existing building construction shall consist of demolition of existing slate roof down to sheathing and selective demolition. Roof construction shall consist of natural slate, restoration of gutters and downspouts and new snow guards.

- C. Include all items required to carry out the intent of the work as described, shown and implied in the Contract Documents.
- D. Upon discovery, Contractor shall immediately notify the Architect, in writing, discovery of unknown existing conditions, discrepancies, inconsistencies and instances of noncompliance with applicable codes and regulations within the documents, and of any work, which will not fit or properly function if installed as indicated on the Contract Documents. Any additional costs arising from the Contractor's failure to provide such notification shall be borne by the Contractor.
- E. The Work will be constructed under a single lump sum.
- F. Summary of the Work:
 - 1. Miscellaneous Metals:
 - 2. Rough Carpentry, Architectural Woodwork
 - 3. Waterproofing, Insulation, Firestopping, EPDM and Slate Roofing, Sheet metal, and Joint Sealants; Slate.
- G. Work Sequence Phase(s):
 - 1. The entire Project shall be constructed in **a single** Phase and shall be substantially complete, within the time specified in the Contract.
- H. Owner: The Owner is: Westerly Armory Restoration, Inc., P.O. Box 614, Westerly, RI 02891
- I. Site: 41 Railroad Avenue, Westerly, RI 02891
- J. The Owner's Representative is: John Humble | JHumble417@aol.com | (401) 527-6120
- K. The Architectural Firm is Northeast Collaborative Architects LLC and is located at 650 Ten Rod Road, North Kingstown, RI 02852.
- L. The Architect representing the firm for this project is Andrea T. Baranyk, Principal, email: abaranyk@ncarchitects.com telephone: 401-846-9583.
 - 1. The Architect and Engineer or their accredited representatives are referred to in the Contract Documents as Architect, Engineer, or by pronouns that imply them. As information for the Contractor, the Architect's status is defined as follows:
 - 2. The Architect and Engineer will not make interpretations or decisions directly to the Contractor. All interpretations or decisions will be conveyed through the Construction Administrator or Owner.

- 3. As the authorized representative of the Owner, the Architect is responsible for review of shop drawings, materials, and equipment intended for the work, in accordance with the General Conditions, and the Supplementary Conditions.
- 4. Wherever the Architect is mentioned in the documents with an administrative function, it shall include the Project Manager in that function except for shop drawings.

011120 EXAMINATION OF SITE

- A. It is not the intent of the Documents to show all existing conditions. Contractors shall visit and examine the site prior to submitting bids and finalizing the Contract.
- B. Contractor shall confirm the conditions affecting the Work, including, but not limited to, conditions regarding transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, roads or similar physical conditions of the site, equipment, and facilities needed prior to and during the prosecution of the Work. Contractor shall further confirm the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents. Any failure by the Contractor to review and confirm the available information shall not relieve the Contractor from the responsibility for properly estimating the difficulty and cost of successfully performing the Work.
- C. Pre-Bid Conference:
 - 1. A Pre-Bid Conference and tour of the site will be conducted as scheduled in the Notice to Bidders. This scheduled conference is the only official opportunity for the bidders to tour the site with the Owner, Architect.

011130 PROJECT DOCUMENTS

A. The Specifications and Drawings are intended to describe and illustrate the materials and labor necessary for the Work to construct this Project.

011140 DOCUMENTS FURNISHED

- A. The Contractor shall be responsible for securing and printing copies of drawings and project manual for the execution of the Work.
- B. The Contractor shall receive one (1) set of AutoCAD compatible (latest version) floor plans at no cost on or about the time of execution of the Contract from the Architect. A CAD file release form shall be completed prior to Architect and any of the Architect's Consultants releasing CAD files.

011160 OCCUPANCY REQUIREMENTS

- A. Final Owner Occupancy:
 - 1. A comprehensive list of items to be completed or corrected as issued by the Contractor, together with the status of completion and terms of occupancy, shall be forwarded to the Architect.

- 2. The Owner's Representative will determine whether such occupancy or use is possible and, if so, will make arrangements for scheduling an Substantial Completion inspection with the Contractor, Owner's Representative, Architect.
- 3. The Architect will prepare a Certificate of Substantial Completion for the Work to be occupied prior to Owner occupancy.
- 4. A letter from the Owner to the Contractor will state the terms and conditions of occupancy and that proper insurance coverage has been requested, the effective date of which will indicate to the Contractor that he may cancel insurance coverage for that portion of the project.
- 5. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.
- 6. Work after Owner Occupancy:
 - a. Contractor shall be responsible for all costs associated with working in an occupied building for all work to complete the area occupied, including, but not limited to, warranty work, balancing and commissioning of systems, repair of latent defects and adjustments after partial occupancy and other items necessary to achieve Final Completion of the Work.

011413 CONTRACTOR'S USE OF PREMISES

- A. Confine operations, including storage of apparatus, equipment and materials to the contract limit lines as shown in the Construction Documents.
- B. The areas and/or spaces, including their access, shall be maintained free and clear throughout the contract term.
- C. Parking for Contractor's employees will be limited to an area (or areas) designated by the Owner. Contractor may be required, at Owner's discretion, to provide identification stickers for employees' cars.

012300 ALTERNATES [DELETED] NOT USED

- A. Definition: An Alternate is an amount proposed by bidders and stated on the Bid Proposal Form for certain work defined in the Bidding Documents that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost for each Alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

B. Procedures:

- 1. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
 - a. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- 2. Execute accepted Alternate under the same conditions as other Work of this Contract.

C. Schedule of Alternates:

1. Alternate No. 1: ADD Provide and install complete Lightning Protection System for the building.

012350 ALLOWANCES

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- C. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- D. Purchase products and systems selected by Architect from the designated supplier.
- E. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.
- F. The cost for each Allowance is for MATERIAL only. Installation of Allowance items shall be included in the Scope of Work. No other adjustments are made to the Contract Sum.

G. Schedule of Allowances:

- O Allowance No. 1: For replacement of roof deck sheathing at main roof areas
 - Unit of Measurement: Square foot of material.
 - Quantity Allowance: The Contractor shall include 900 square feet as the bid quantity.
- Allowance No. 2: For replacement of roof deck sheathing at the dormers.
 - Unit of Measurement: Square foot of material.
 - Quantity Allowance: The Contractor shall include 50 square feet as the bid quantity.
- o Allowance No. 3: For replacement of wood gutter.
 - Unit of Measurement: Linear foot of material.
 - Quantity Allowance: The Contractor shall include <u>150</u> linear feet as the bid quantity.
- o Allowance No. 4: For replacement of wood fascia and trim.
 - Unit of Measurement: Linear foot of material.
 - Quantity Allowance: The Contractor shall include 150 linear feet as the bid quantity.
- Allowance No. 5: LIGHTNING PROTECTION SYSTEM for the entire Westerly Armory building.

 Quantity Allowance: The contractor shall include a dollar allowance of \$30,000.

012500 EQUALS AND SUBSTITUTIONS

- A. Definitions: Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
 - 1. Equals and Substitutions General: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract.
 - 2. Equal: Any deviation from the specification, which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the listed manufacturer or procedure specified. After review by the Architect the proposed equal may be rejected or approved at the sole discretion of the Owner. Equals must be substantially equivalent to the product or procedure listed in the Specifications with reference to all of the following:
 - a. Quality
 - b. Workmanship
 - c. Operation and function
 - d. Durability
 - e. Suitability for purposes intended
 - f. Size
 - g. Rating
 - h. Cost
 - i. Proposed equal does not constitute a modification in the scope of Work, the Schedule or Architect/Engineer's design intent of the specified material, device, procedure, equipment.
 - 3. Substitution: Any deviation from the specified requirements, which is defined as follows: A replacement for the specified material, device, procedure, equipment, which is not recognized or accepted as equal to the manufacturer or procedure listed in the Specification. After review by the Architect the proposed substitution may be rejected or approved at the sole discretion of the Owner. A substitution may be rejected if it is not equal in comparison to the product or procedure listed in the Specifications in one or more of the following areas:
 - a. Quality
 - b. Workmanship
 - c. Operation and function
 - d. Durability
 - e. Suitability for purposes intended
 - f. Size
 - g. Cost
 - h. Rating
 - i. Substitution constitutes a modification in the scope of Work, the Schedule or the Architect/Engineer's design intent of the specified material, device, procedure, equipment.
 - 4. The following are not considered requests for Equals or Substitutions:
 - a. Revisions to the Contract Documents requested by the Owner or Architect

- b. Specified options of products and construction methods included in the Contract Documents
- c. The Contractor's review and recommendation that the proposed Equal or Substitution is necessary to comply with regulations and orders issued by governing authorities having jurisdiction

B. Submittals:

- 1. Equals and Substitution Request Submittals: The Owner will consider requests for equals or substitutions if received within thirty (30) days after the start of the contract. Requests received after that date will be rejected.
 - a. Submit electronic copies of the required data for the product or procedure listed in the specification section and the proposed Equal or Substitution with reference to all of the evaluation criteria noted above.
 - b. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
 - c. Provide complete documentation showing compliance with the requirements for equals or substitutions, and the following information, as appropriate on a Substitution Request form as required by the Owner:
 - 1) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed Equal or Substitution
 - 2) Detailed comparison chart of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect
 - 3) Product Data, including Shop Drawings and descriptions of products and fabrication and installation procedures
 - 4) Samples, where applicable or requested
 - 5) A statement indicating the effect on the Contractor's Construction Schedule or CPM Schedule compared to the schedule without approval of the Equal or Substitution. Indicate the effect on overall Contract Time
 - 6) Cost information, in adequate detail, including a proposal of the net change, if any, in the Contract Sum
 - 7) The Contractor's certification that the proposed Equal or Substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated
 - 8) The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the Equal or Substitution to perform adequately
- 2. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of the original request for equal or substitution request. The Architect will notify the Owner's Representative with a recommendation to accept or reject the proposed equal or substitution, within two (2) weeks of receipt of the request, or one (1) week of receipt of additional information or documentation, whichever is later. The Owner's Representative will give final acceptance or rejection by the Owner not less than one (1) week after notification.

- a. Any request deemed an Equal and accepted by the Owner will result in written notification to the Contractor and will <u>not</u> be in the form of a change order for an Equal.
- b. Any request deemed a Substitution and rejected or approved by Owner's Representative, Architect, and Owner may result in written notification to the Contractor and <u>may</u> be in the form of a change order if the Substitution is approved.

C. Equal or Substitutions:

- Conditions: The Architect will review the Contractor's request for Equal or Substitution of a product or method of construction when one or more of the following conditions are satisfied, as determined by the Architect, in consultation with the Owner. If the following conditions are not satisfied, the Architect will return the requests to the Contractor without action except to record noncompliance with these requirements.
 - a. The proposed request does not require extensive revisions to the Contract Documents.
 - b. The proposed request is in accordance with the general intent of the Contract Documents.
 - c. The proposed request is timely, fully documented, and/or properly submitted.
 - d. The proposed request can be provided within the Contract Time. However, the Architect will not consider the proposed request if it is a result of the Contractor's failure to pursue the Work promptly or coordinate activities properly.
 - e. The proposed request will offer the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. However, if the proposed request requires the Owner to incur additional responsibilities, including but not limited to, additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or similar considerations, then the Owner will have just cause to reject the request for Equal or Substitution.
 - f. The proposed request can receive the necessary approvals, in a timely manner, required by governing authorities having jurisdiction.
 - g. The proposed request can be provided in a manner that is compatible with the Work as certified by the Contractor.
 - h. The proposed request can be coordinated with the Work as certified by the Contractor.
 - i. The proposed request can uphold the warranties required by the Contract Documents as certified by the Contractor.
- 2. The Contractor's submission and the Architect's review of Submittals, including but not limited to, Samples, Manufacturer's Data, Shop Drawings, or other such items, which are not clearly identified as a request for an Equal or Substitution, will not be considered or accepted as a valid request for an Equal or Substitution, nor does it constitute an approval.

012600 MODIFICATION PROCEDURES

A. Request for Information:

- 1. In the event that the contractor or subcontractor determines that some portion of the drawings, specifications, other contract documents, or construction condition requires clarification or interpretation by the Architect, the contractor shall submit a Request for Information (RFI) in writing to the Architect. Requests for Information may only be submitted by the contractor and shall only be submitted on Request for Information forms as required by the Owner. In the Request for Information, the contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect.
 - a. In the Request for Information, the contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
 - b. The Architect will review the Request for Information to determine whether it is a Request for Information within the meaning of this term. If it is determined that the document is not a Request for Information, it will be returned to the contractor, without review.
 - c. A response to the Request for Information shall be issued within seven (7) Working Calendar Days of receipt of the request from the contractor unless the Owner or Architect determines that a longer time is necessary to provide an adequate response. If a longer time is necessary, the Owner or Architect will, within seven (7) Working Calendar Days of receipt of the request, notify the contractor of the anticipated response time. If the contractor submits a Request for Information on an activity with seven (7) Working Calendar Days or less of float on the current project schedule, the contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request.
 - d. The response to the Request for Information from the Architect will not change any requirement of the contract documents. In the event the contractor believes that the response to the Request for Information Response will cause a change to the requirements of the contract document, the contractor shall immediately give written notice to the Architect stating that the contractor believes the response to the Request for Information will result in a Change Order and the reason for the Change Order. Failure to give such written notice immediately shall waive the contractor's right to seek additional time or cost.

B. Architect's Request for Information:

1. If Architect observes construction that does not conform to the intent of the Construction Documents, the Architect may submit a "Request for Information" to the Contractor. The Contractor shall have seven (7) days to respond with a solution for correcting the non-conforming construction. The Architect will review the response and take appropriate action to, with Owner's approval, accept the corrective measures, or determine that the proposed resolution is not acceptable. Contractor shall provide additional information on how the non-conforming construction will be corrected.

C. Minor Changes in the Work

1. The Architect will issue supplemental instruction authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract time.

D. Proposal Request:

1. Architect/Owner-Initiated Requests For Proposals: The Architect or Owner will issue a detailed description of proposed changes in the Work that will require adjustment to

- the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
- 2. A Proposal Request is issued for information only. It is not instruction to stop work in progress or to execute the proposed change.
- 3. Within Seven (7) Working Calendar Days of receipt of a Proposal Request, submit a Change Order Proposal with the required information necessary for review by the Architect and Owner.
- 4. Include a list of quantities of products, unit costs, labor hours, and labor rates, with the total amount of each. Where requested, furnish survey data to substantiate quantities.
 - a. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - b. Include costs for General Conditions, overhead, profit and subcontractor markup, and other associated costs, in accordance with the Owner-Contractor contract.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - d. Dollar values shown on the Schedule of Values shall not be the governing (or deciding) final amounts for change orders involving either additional charges or deletions.

E. Change Order Proposal:

- When either a Request for Information from the Contractor or a Proposal Request from the Architect or Owner results in conditions that may require modifications to the Contract, the Contractor may propose changes by submitting a Change Order Proposal to the Architect.
 - a. Include statements outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change.
 - b. Indicate the effect of the proposed change on the Contract Sum.
 - c. Include a list of quantities of products required, unit costs, and labor hours, labor rates, with the total amount of each.
 - d. When requested, furnish survey data to substantiate quantities.
 - e. Include costs for General Conditions, overhead, profit and subcontractor markup, and other associated costs, in accordance with the Owner-Contractor contract.
 - f. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - g. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - h. Comply with requirements in Section Equals and Substitutions if the proposed change requires an equal or substitution of one product or system for a product or system specified.
- 2. A Change Order Proposal shall not be submitted without submission of a Request for Information from the Contractor or as a response to a Proposal Request submitted by the Architect or Owner.

F. Construction Change Directive:

1. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Change Order Proposal resulting from either a Request for Information or Proposal Request, the Architect may issue a Construction Change Directive. The

Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

- a. The Construction Change Directive will include a description of the change in the Work. It will also designate the method to be followed to determine change in the Contract Sum or Contract Time.
- 2. Documentation: The Contractor shall maintain detailed records on a time and material basis for work required by the Construction Change Directive.
 - a. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
 - b. The final value shall be negotiated based on the supporting data to determine the value of the work.
- G. Change Order: Upon the Owner's approval of a Contractor's Change Order Proposal, or the acceptance of final itemized account from a Construction Change Directive, the Architect will issue a Change Order for signatures the Owner, Contractor, and Architect.

012976 APPLICATIONS FOR PAYMENT

- A. Schedule of Values: Submit the Schedule of Values to the Architect at the earliest possible date but no later than twenty-one (21) Calendar Days after the Contract Start Date. A separate Schedule of Values shall be provided for each Phase of the Project identified in Section 011110 Summary of Work, Work Sequence Phase(s).
 - 1. Format and Content: Use the Project Manual Table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each of the Specification Section.
 - 2. Identification: Project identification on the Schedule of Values shall include, but not be limited to, the following:
 - a. Owner
 - b. Project Number
 - c. Project Name
 - d. Project Location
 - e. Vendor or Sub Contractor's name and address
 - 3. Arrange the Schedule of Values in tabular format, containing separate columns including, but not limited to, the following Items:
 - a. Item Number
 - b. Description of Work with related Specification Section or Division Number
 - c. Scheduled Values broken down by description number, type material, units of each material
 - d. Name of subcontractor
 - e. Name of manufacturer or fabricator
 - f. Name of supplier
 - g. Retainage
 - h. Contract sum in sufficient detail
 - 4. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 5. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the

- Project Manual table of contents. Break principal subcontract amounts down into several line items.
- 6. Round amounts to nearest whole dollar. The total shall equal the Contract Sum.
- 7. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
- 8. General Conditions: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
- B. General: Each Application for Payment shall be consistent with previous applications and payment as certified by the Architect and paid by the Owner.
 - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment, involve additional requirements.
 - 2. Payment-Application Terms: The Contractor may submit and the Owner will process monthly progress payments.
 - 3. Payment-Application Forms: Use the Application for Payment form as required by the Owner.
 - 4. For each item, provide a column including but not limited to the following items:
 - a. Item Number
 - b. Description of Work and Related Specification Section or Division
 - c. Scheduled Value, break down by units of material and units of labor
 - d. Work completed from previous application
 - e. Work completed this period
 - f. Materials presently stored
 - g. Total completed and stored to date of application
 - h. Percentage of Completion
 - i. Balance to Finish
 - i. Retainage
 - 5. Application Preparation: Complete every entry on the Application form. The Architect will return incomplete Applications without action.
 - a. Entries shall match data on the Schedule of Values.
 - b. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
 - 6. Transmittal: Except for final payment, submit to the Architect by a method ensuring receipt within forty-eight (48) hours. Submit one (1) signed and notarized original of each Application for Payment, including lien waivers and similar attachments, when required, along with three (3) copies.
 - a. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.

- 7. Administrative: Provide the following administrative actions and submittals before, or with, the first Application for Payment, and updated as required for subsequent Applications for Payment including, but not limited to, the following items:
 - a. List of subcontractors and suppliers' name, FEIN/Social Security numbers, and Rhode Island Tax Registration Numbers
 - b. List of principal suppliers and fabricators
 - c. Schedule of Values
 - d. Contractor's Construction Schedule
 - e. List of Contractor's staff assignments
 - f. List of Contractor's principal consultants
 - g. Copies of all applicable permits
 - h. Copies of authorizations and licenses from governing authorities for performance of the Work
 - Proof that as-built documents are updated as required by Section 017700 Contract Closeout
 - j. Initial as-built survey and damage report, if required
- C. Application for Payment at Substantial Completion:
 - 1. Include partial Certificates of Substantial Completion if issued previously for Owner occupancy of designated portions of the Work.
 - 2. Provide the following administrative actions and submittals before, or with, this Application for Payment, including, but not limited to, the following:
 - a. Occupancy permits and similar approvals
 - b. Warranties (guarantees) and maintenance agreements
 - c. Test/adjust/balance records
 - d. Maintenance instructions
 - e. Startup performance reports
 - f. Changeover information related to Owner's occupancy, use, operation, and maintenance
 - g. Final cleaning
 - h. Application for reduction of retainage and consent of surety
 - i. Advice on shifting insurance coverage
 - j. Final progress photographs
 - k. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion
- D. Final Payment Application: Provide an executed Application for Payment by a person authorized to sign legal documents on behalf of the Contractor. Provide the following administrative actions and submittals before, or with, this Application for Payment, including, but not limited to, the following:
 - 1. Completion of Project Closeout requirements
 - 2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion
 - 3. Ensure that unsettled claims will be settled
 - 4. Ensure that incomplete Work is not accepted and will be completed without undue delay
 - 5. Transmittal of required Project construction records to the Owner, including as-built documents indicated in Section 017700 Contract Closeout
 - 6. Certified property survey
 - 7. Proof that taxes, fees, and similar obligations were paid

- 8. Removal of temporary facilities and services
- 9. Removal of surplus materials, rubbish, and similar elements
- 10. Completion of the requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment
- 11. Asbestos, Lead or other hazardous material manifests

013100 COORDINATION

- A. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly progress of the Work. Coordinate construction operations that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required obtaining the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Construction Mobilization:
 - a. Cooperate with the Owner's Representative and Architect in the allocation of mobilization areas of the site, for field offices and sheds, for Owner facility access, traffic, and parking facilities.
 - b. During Construction, coordinate use of site and facilities through the Architect and Owner's Representative.
 - c. Comply with approved procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
 - d. Comply with instructions for use of temporary utilities and construction facilities.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Architect, Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other activities to avoid conflicts and assure orderly progress of the Work. Such administrative 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. Progress meetings
 - 5. Preinstallation conferences
 - 6. Project closeout activities
 - 7. Startup of system
- D. Coordination of Inspections:
 - 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 and coordinate such inspections with the Owner, Architect, and authorities having

- jurisdiction. If unsatisfactory conditions exist notify the Owner's Representative, Architect, immediately. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- 2. The Contractor shall coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
- E. Coordination Drawings: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - 2. Review: Architect will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

013119 PROJECT MEETINGS

A. Pre-construction Conference:

1. The Contractor shall attend a Pre-construction Conference before starting construction, as scheduled by the Architect or Owner. This meeting will take place within fourteen (14) Calendar Days after the written Notice to Proceed and before the Contract Start Date.

- 2. Attendees shall include Owner, Architect, Architect's consultants, Contractor and its Project Manager and Superintendent, major subcontractors. All participants shall be familiar with the Project and authorized to conclude matters relating to the Work.
- 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule
 - b. Critical work sequencing
 - c. Progress meeting schedule
 - d. Designation of responsible personnel
 - e. Procedures for processing field decisions and Change Orders
 - f. Procedures for processing Applications for Payment
 - g. Distribution of Contract Documents
 - h. Submittal of Shop Drawings, Product Data, and Samples
 - i. Preparation of record documents
 - j. Use of the premises
 - k. Parking availability
 - 1. Office, work, and storage areas
 - m. Equipment deliveries and priorities
 - n. Safety procedures
 - o. First aid
 - p. Security
 - q. Housekeeping
 - r. Working hours

B. Progress Meetings:

- 1. The Contractor shall conduct progress meetings at the Project Site at regular intervals as determined at the Pre-construction Conference. The Contractor shall notify the Owner and the Architect of the scheduled Progress Meeting dates. Coordinate dates of Progress Meetings with preparation of Application for Payment requests.
- 2. Attendees: In addition to representatives of the Contractor, Building Users, Owner and the Architect, subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities may be requested to attend these meetings on an as needed basis. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. The Contractor shall include the site superintendent as a minimum.
- 3. Agenda: Progress Meetings shall 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 status of the Project.
 - a. Construction Schedule: Review progress since the last Progress Meeting.

 Determine where each activity is in relation to the required Contractor's

 Construction Schedule and whether each activity is on time or ahead or behind
 Schedule. Determine how Work that is behind Schedule will be expedited;
 secure commitments from parties involved to do so. Discuss whether Schedule
 revisions are required to insure that current and subsequent activities will be
 completed within the Contract Time.
 - b. Review the present and future needs of each entity present.
- 4. Reporting: Contractor shall promptly distribute minutes of each meeting, no later than three (3) days prior to next meeting, to each attendee, and others as determined.

013216 CONSTRUCTION SCHEDULE

A. Construction Schedule Format:

- 1. Format: Horizontal bar chart with a separate bar for each major portion of the Work or operation, identifying first work day of each week
- 2. Sequence of Listings: Use Table of Contents of this Project Manual and the chronological order of the start of each item of work
- 3. Scale and Spacing: Provide space for notations and revisions

B. Content:

- 1. Show complete sequence of construction by activity, with beginning and completion of each element of construction.
- 2. Identify work of separate phases and other logically grouped activities.
- 3. Show accumulated percentages of completion of each item, and total percentage of Work completed, as of the first day of each month.
- 4. Provide separate schedule of submittal dates for shop drawings, product data, and samples, Owner furnished products and any products identified as Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- 5. Indicate delivery dates for Owner furnished products and any products identified as Allowances.
- 6. Coordinate with Schedule of Values specified in Section 012976 Application for Payment.
- 7. Indicate critical path with original baseline indicated.

C. Submittals And Revisions To Schedules:

- 1. Indicate progress of each activity on date of submittal, and projected completion date of each activity.
- 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- 3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.
- 4. Submit revised Construction Schedules with each Application for Payment.

D. Distribution:

- 1. Distribute copies of the Construction Schedules to, Architect, Owner, Subcontractors, suppliers, and other concerned parties.
- 2. Instruct recipients to promptly report, in writing, problem anticipated by projections indicated in schedules.

013300 SUBMITTALS

A. Summary

- 1. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including but not limited to the following:
 - a. Submittal Procedures
 - b. Submittal schedule
 - c. Daily Construction reports
 - d. Shop Drawings

- e. Shop Drawings for Fire Protection Systems
- f. Product Data
- g. Samples
- h. Quality assurance submittals
- i. Architects Action
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits
 - 2. Applications for Payment
 - 3. Performance and payment bonds
 - 4. Construction schedule
 - 5. Daily construction reports
 - 6. Construction Photographs
 - 7. Insurance certificates
 - 8. List of subcontractors
 - 9. Subcontractors/Suppliers FEIN and Rhode Island tax registration numbers

C. Definitions

- 1. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended and as identified in the Specification Division 2 through 16.
- 2. Preparation of Coordination Drawings is specified in Division 1 Section 013100 Coordination and may include components previously shown in detail on Shop Drawings or Product Data.
- 3. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- 4. Mockups are full-size assemblies for review of construction, coordination, testing, or operation.

D. Submittal Procedures

- 1. 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.
- 2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- 3. 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.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 - b. The Architect reserves the right to reject incomplete submitted packages.
- 4. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

- a. Allow two (2) weeks for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
- b. If an intermediate submittal is necessary, process the same as the initial submittal.
- c. Allow two (2) weeks for reprocessing each submittal.
- d. 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.
- E. Submittal Preparation: Place a permanent label, title block or 8-1/2 inches x 11 inches cover page, acceptable by the Architect, on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Submittals shall be submitted and distributed electronically, in PDF format unless large-scale drawings are required and electronic submission is not possible.
 - 2. Provide a space approximately 4 inches by 5 inches on the label, beside the title block or on the cover page on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 3. Include the following information on the label for processing and recording action taken.
 - a. Project Name
 - b. Date
 - c. Name and address of the Architect and Owner
 - d. Name and address of the Contractor
 - e. Name and address of the subcontractor
 - f. Name and address of the supplier
 - g. Name of the manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail references, as appropriate
 - i. Indicate either initial or resubmittal
 - k. Indicate deviations from Contract Documents
 - 1. Indicate if equal or substitution
- F. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal electronically from the Contractor to the Architect using a transmittal form. The Architect will return submittals to the Contractor after action is taken. The Architect will not accept submittals received from sources other than the Contractor.
 - 1. Include Contractor's certification that information complies with Contract Document requirements.
- G. Shop Drawings
 - 1. Submit information drawn accurately to 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. Standard information prepared without specific reference to the Project is not a Shop Drawing.
 - 2. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - a. Dimensions
 - b. Identification of products and materials included by sheet and detail number

- c. Compliance with specified standards
- d. Notation of coordination requirements
- e. Notation of dimensions established by field measurement
- f. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches
- g. Shop drawings shall be submitted in electronic PDF format unless hard copies are required due to size of files
- h. Details shall be large scale and/or full size
- 3. The Contractor shall review Shop Drawings, signify that the Shop Drawing complies with the Contract Documents with a stamp and signature, and submit them with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of any subcontractor. Shop Drawings shall be properly identified as specified for item, material, workmanship, and specification section. At the submission, the Contractor shall inform the Architect, in writing of any deviation in the shop drawings from the requirements of the Contract Documents.
- 4. The Architect will review and comment on shop drawings with reasonable promptness, but only for conformance with the design concept of the project and with the information given in the Contract Documents. Shop Drawings that indicate insufficient study of drawings and specifications, illegible portions or gross errors, will be rejected. Such rejections shall not constitute an acceptable reason for granting the Contractor additional time to perform the work.
- 5. The Contractor shall make corrections required by the Architect and shall resubmit shop drawings for review.
- 6. The Architect's review and comments on shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents.
- 7. Only final reviewed shop drawings shall be used on the project site.
- 8. The Work installed shall be reviewed in accordance with the shop drawings and Contract Documents. Final Review of the shop drawings by the Architect shall not constitute acceptance by the Owner and the Architect of a variation or deviation from the Contract Documents unless the variation or deviation is clearly identified on the Shop Drawings. A variation or deviation from the reviewed shop drawings or from the Contract Documents shall not be used as a reason for the Contractor to issue a change order.

H. Product Data

- 1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, schedules, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
- 2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information.
- 3. Include the following information:
 - a. Manufacturer's printed recommendations
 - b. Compliance with trade association standards
 - c. Compliance with recognized and specified testing standards
 - d. Application of specified testing labels and seals
 - e. Notation of dimensions verified by field measurement

- f. Notation of coordination requirements
- 4. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- 5. Submittals: Submit electronic copy in PDF format unless the size of the submittal or size of drawings do not permit electronic submission.
- 6. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not permit non-reviewed copies of Product Data to be used for construction.

I. Samples

- 1. Submit full-size and fully fabricated Samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial or full sections of manufactured or fabricated components, multiple materials to illustrate variations, color range sets, and swatches showing color, texture, and pattern. When the Architect provides Samples, prepare Samples to match.
- 2. Store, mount or display Samples on site in the manner to facilitate review. If requested by Architect, arrange for distribution of samples to the Architect. Include the following:
 - a. Specification Section number and reference
 - b. Generic description of the Sample
 - c. Sample source
 - d. Product name or name of the manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time
- 3. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. Indicate special requests regarding disposition of Sample submittals.
 - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- 4. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices, unless otherwise noted.
 - a. The Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.

- 5. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit two (2) sets. The Architect will return one set marked with the action taken.
- 6. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
 - a. Reviewed Samples may be used for comparison for final acceptance of the construction.
- 7. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

J. Quality Assurance Submittals

- 1. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required.
- 2. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation comply with specified requirements, submit a certification from the manufacturer certifying compliance with specified requirements.
 - a. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- 3. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section Quality Control.

K. Architect's Action

- 1. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return.
 - a. Compliance with the Contract Documents is the Contractor's responsibility.
- 2. Action Stamp: The Architect will stamp each submittal and will mark the stamp to indicate the action taken, as follows:
 - b. Final Unrestricted Release: When the Architect marks a submittal "No Exceptions Taken," the Work covered by the submittal may proceed, provided it complies with requirements of the Contract Documents.
 - c. Final-But-Restricted Release: When the Architect marks a submittal "Make Corrections Noted," the Work covered by the submittal may proceed, provided it complies with notations or corrections on the submittal and requirements of the Contract Documents.
 - d. Returned for Resubmittal: When the Architect marks a submittal "Rejected, or Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations and resubmit. Repeat if necessary to obtain different action mark.

- 1) If more than one re-submission is required, Architect will notify Owner. Owner may require a deduct Change Order to compensate Architect for additional time to review multiple re-submissions.
- 2) Do not use, or allow others to use, submittals marked "Rejected, or Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
- 3) Other Action: Where a submittal is for information, record purposes, special processing, or other activity, the Architect will return the submittal marked "Action Not Required."
- e. Unsolicited Submittals: The Architect will discard unsolicited submittals without action.

014100 REGULATORY REQUIREMENTS

- A. Permits, Licenses, and Certificates: Contractor shall be responsible for obtaining all local and state municipal documentation, including permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, as required for contractor to obtain a Building Permit and Certificate of Occupancy.
- B. Municipal Inspections: Contractor shall be responsible for obtaining all required municipal inspections from municipal departments that have jurisdiction over the project.

014220 REFERENCE STANDARDS & DEFINITIONS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. References to standard specifications and codes refer to the editions current at the date bids were received. References include their addenda and errata, if any, and shall be considered a part of these specifications as if they were printed herein in full.
- C. Manufacturers' standard warranties or guarantees shall apply when their products are used on this project, unless more stringent warranties are specified.
- D. Flame Spread Ratings: All materials that are required to meet specified Flame Spread Ratings shall be submitted to the owner as part of the submittal process.

014500 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Payment for these services will be made by Owner.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
 - 4. Materials and assemblies for this project will be tested and construction operations inspected as the work progresses. Failure to detect any defective work or material shall not prevent later rejection when such defect is discovered nor shall it obligate the Owner for final acceptance.

- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Provide testing, inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. All tests required by the individual specification sections are required to be scheduled and notification given to the Testing Agency and Owner a minimum of twenty-four (24) hours in advance of the test/inspection as applicable.
 - 1. Cost for all Contractor's testing and inspection services will be paid by the Owner.
 - 2. Where testing services are indicated as Contractor's responsibility, engage a qualified testing agency to perform quality-control services.
 - a. Engage inspection and testing service agencies, including independent testing laboratories, that are pre-qualified as complying with the National Voluntary Laboratory Accreditation Program and that specialize in the types of inspections and tests to be performed.
 - b. Each independent inspection and testing Agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.
 - c. Agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.
 - d. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspection will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Owner will issue a deduct Change Order for the Contractor to reimburse the Owner for payment of tests due to the following conditions:
 - a. When the Contractor notifies the Testing Agency less than twenty-four (24) hours before the expected time of testing.
 - b. When the Contractor requires testing for his own convenience.
 - c. When the Contractor schedules a test and is not ready for the required test.
 - 7. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
 - 8. The Owner's use of testing and inspection services shall not relieve the contractor of the responsibility to furnish materials and finished construction in full compliance with the Contract Documents.
- C. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
 - 1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
 - 2. The Owner will issue a credit change order to the Contractor to cover all costs incurred related to all re-tests/re-inspection due to non-compliance to the contract documents, including but not limited to the Owners costs and the Consultants costs.

- D. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the Owner sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
 - 1. Provide access to the Work.
 - 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
 - 3. Take adequate quantities of representative samples of materials that require testing or assist the Owner in taking samples.
 - 4. Provide facilities for storage and curing of test samples.
 - 5. Deliver samples to testing laboratories.
 - 6. Provide an approved design mix proposed for use for material mixes that require control by the testing Owner.
 - 7. Provide security and protection of samples and test equipment at the Project Site.
- E. Duties of the Testing Agency: The independent testing Agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Contractor, Architect and Owner's Representative in performance of the testing Agency's duties. The testing Agency shall provide qualified personnel to perform required inspections and tests.
 - 1. The testing Agency shall notify the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. The testing Agency is not authorized to modify requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. The testing Agency shall not perform any duties of the Contractor.
- F. Fire Alarm/Acceptance Testing Procedures:
 - 1. Fire alarm testing shall be as required by the authority having jurisdiction.
- G. Test and Inspection Reports:
 - 1. Submit a certified written report of each inspection, test, or similar service to the Architect and Owner's Representative.
 - 2. Submit additional copies of each written report, when applicable or when requested by the Authority Having Jurisdiction.
 - 3. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue
 - b. Project title and number
 - c. Name, address, and telephone number of testing Owner
 - 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 an interpretation of test results
 - j. Ambient conditions at the time of sample taking and testing
 - k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements
 - 1. Name and signature of laboratory inspector
 - m. Recommendations on re-testing
- H. Conflicting Information

- 1. The Contract Documents are complimentary. They describe the intent of the final product. The contractor's performance is expected to meet the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated final product.
- 2. If compliance with two or more standards or instructions is specified and these standards establish different or conflicting requirements for minimum quantities or quality levels, contractor shall comply with the most stringent, more costly, and/or more time consuming requirement. Refer conflicting requirements to Architect for a decision before proceeding.
- 3. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- 4. The order of information describing the Work is as follows:
 - a. Schedules shall override Specifications
 - b. Specifications shall override drawing details
 - c. Drawn details shall override building or wall sections
 - d. Drawn building or wall sections shall override drawing plans or elevation views

5. Interpretation:

- a. The Contractor shall provide the final decisions and coordination for any means and methods conflicts that arise with the Work.
- e. The Architect shall provide the final interpretation of any conflicting information on the Construction Documents.

I. Copies of Standards:

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

J. Repair and Protection:

- 1. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes.
- 2. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- 3. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

015035 CONSTRUCTION EQUIPMENT

A. The Contractor shall furnish tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and similar work or material necessary to insure convenience and safety in the execution of the Contract, except where this is otherwise specified in any Specification Section. Responsibility for design, strength and safety shall remain with the Contractor. All such items shall comply with Federal OSHA regulations and applicable codes, statutes, rules,

and regulations, including compliance with the requirements of the current edition of the Manual of Accident Prevention in Construction published by the A.G.C. and the standards of the State Labor Department.

B. Staging, exterior and interior, required for the execution of this Contract, shall be furnished, erected, relocated if necessary, and removed by the Contractor. Staging shall be maintained in a safe condition.

015045 PROTECTION

- A. Protect buildings, equipment, furnishings, grounds and plantings from damage. Any damage shall be repaired or otherwise made good at no expense to the Owner.
- B. Provide protective coverings and barricades to prevent damage. The Contractor shall be held responsible for, and must repair or replace construction, at no cost to the Owner, any damage due to improper coverings. Protect the public and building personnel from injury.
- C. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- D. Provide protective coverings for walls, projections, jambs, sills and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects and storage. Prohibit traffic and storage on waterproofed and roofed surfaces and on lawn and landscaped areas.
- E. Provide temporary partitions and ceilings to separate work areas from Owner-occupied areas to prevent penetration of dust and moisture into Owner-occupied areas and equipment. Erect framing and sheet materials with closed joints and sealed edges at intersections with existing surfaces.

015050 SECURITY

- A. Provide security program and facilities to protect work, existing facilities and Owner's operations from unauthorized entry, vandalism and theft. Coordinate with Owner's security program.
- B. The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism.

CONDUCT WHILE ON THE SITE

- A. DO NOT communicate with any persons under the age of 18.
- B. Smoking, including e-cigarettes, is not permitted on and within 100 feet of the property.
- C. Drinking alcoholic beverages is not permitted on and within 100 feet of the property.
- D. Use of any banned substances will be immediately reported to police and personal will be prosecuted to the fullest extent provided by law.

015055 TRAFFIC WAYS

A. The Contractor may use on-site paved roads and parking areas but shall not encumber same or their access. Public highways shall not be blocked by standing trucks, parked cars, material storage, and construction operations or in any other manner.

- B. Public roads and existing paved roads, drives and parking areas on Owner's property shall be kept free from scrap or debris due to construction operations and any damage to their surface caused by the Contractor shall be repaired at no expense to the Owner.
- C. If the work of the Contract affects public use of any street, road, highway or thoroughfare, the Contractor, shall confer with the police authority having jurisdiction to determine if and how many police are needed for public safety in addition to any barriers and signals that may be needed. Owner will not be responsible for payment of any needed police services.

015113 TEMPORARY ELECTRICITY AND LIGHTING

A. Connect to existing electric power service. Maintain equipment in a condition acceptable to Owner, to the point equipment is replaced. Provide branch wiring and distribution boxes located to provide power and lighting by construction-grade extension cords. Owner will pay cost of energy used. Take measures to conserve energy. Provide lighting for construction operations. At the termination of construction, remove temporary lighting and power and restore or provide permanent power and lighting as required by the Contract Documents.

015116 FIRE PROTECTION

A. The Contractor shall be responsible for loss or damage by fire to the work of the Contract until completion. Any fire used within the structure for working purposes shall be extinguished when not in use. Bitumen or tar shall be melted on the ground only. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the building at any time. The Contractor shall assign a responsible employee to be in charge of fire protection measures.

015136 TEMPORARY WATER

A. Water for construction purposes may be taken from the existing service. Upon completion of work, the Contractor shall remove the temporary.

015219 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide, where directed, chemical toilets with toilet tissue, plus wash basins with water, soap and paper towels. Provide adequate facilities for each gender. The Contractor shall maintain the facilities in a sanitary condition.
- B. If acceptable by Owner, designated existing toilets may be used during construction. It is the responsibility of the Contractor to maintain the facilities in a clean and sanitary condition and return them to their original condition after use.

015400 TEMPORARY CONTROLS

- A. Temporary Environmental Controls: Contractor shall provide the following controls:
 - 1. 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 materials.

- 2. Dust Control (construction and demolition)
- 3. Noise Control
- 4. Erosion and Sediment Control
- 5. Pollution Control
- 6. Traffic Control

015600 BARRIERS AND ENCLOSURES

- A. Provide barriers to prevent public entry into construction areas and to protect existing facilities from damage by construction operations.
- B. Provide a fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Provide covered walkways as required by governing authorities for public rights-of-way and for public access to existing buildings.
- D. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, materials' dumping, chemically injurious materials, ponding or running water.
- E. Provide temporary, insulated, weathertight closures at openings to the exterior to provide acceptable working conditions and protection for materials, to allow for temporary heating and to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.
- F. Barriers and enclosures shall be in conformance with code requirements. Do not block egress from occupied buildings unless necessary to further the work of the Contract. In this case, secure the Department's approval of an alternate egress plan.

015723 STORM WATER CONTROL

- A. Conform to the Storm Water Pollution Control Plan included in the Contract Documents or have another plan, prepared at Contractor's expense, which has been approved by the Authorities Having Jurisdiction (AHJ).
- B. Monitor storm water management to avoid all runoff on the adjacent athletic field and artificial turf.
- C. Sign, and cause to be signed by each appropriate subcontractor, the Certification Statement required by the General Permit.
- D. Provide, maintain, and monitor a rain gauge on the site; monitoring shall include maintaining a log of the readings. The rain gauge shall remain the property of the General Contractor.

015800 PROJECT SIGNS

- A. Project Signs: Engage an experienced sign company to apply graphics. Comply with details to be furnished by the Owner's Representative.
 - 1. Project Sign: Fabricate sign of 48" x 96" x 3/4", exterior grade, A-B plywood. Mount sign on preservative treated 4" x 4" x 96" posts. The Owner will provide design,

color selection, font type and sizes, and illustration to be included on the Project Sign. Paint both sides and all edges of sign and the posts with two coats of exterior, white, alkyd primer. Paint the sign with paint recommended by sign company for exterior use or use film coatings suitable for exterior signs. Erect the sign within two weeks after execution of the Contract and remove the sign within one week after completion of the project.

015850 IDENTIFICATION BADGES / HELMET STICKERS

- A. Identification Badges for Contractor's Personnel, Visitors & Parking Stickers:
 - 1. If requested by Owner, provide each person working or visiting at the site with an identification badge, bearing the name of the Contractor and a number.

016600 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Materials and Equipment: Shall be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials shall be delivered and stored in original, unbroken packages.
 - 1. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct and products are undamaged.
 - 2. Packages, materials and equipment showing evidence of damage will be rejected and replaced at no additional cost to the Owner.

B. Storage and Protection:

- 1. Store products in accordance with manufacturers' instructions with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity range required by manufacturer.
- 2. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- 3. Store loose granular material on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- 4. Arrange storage to provide access for inspection. Periodically inspect to insure products are undamaged and are maintained under required conditions. Keep log showing date, time and problems, if any.
- 5. Stone, masonry units and similar materials shall be stored on platforms or dry skids and shall be adequately covered and protected against damage.
- 6. Prepare, as directed by the Owner, one area or space in the building for storage of Owner equipment.

017123 FIELD ENGINEERING

A. Provide field-engineering services to establish and record grades, lines and elevations.

017329 CUTTING AND PATCHING

- A. Openings and chases may not be shown on the Drawings. Examine the Contract Documents and provide chases, channels or openings where needed.
- B. Install sleeves, inserts and hangers furnished by the trades needing same.

- C. Close all openings after installing work into openings, channels and/or chases. Restore finishes to new work shall match the original. The trade customarily responsible for the particular kind of work shall do Restoration Work.
- D. Permission shall be obtained from the Owner's Representative and Architect before cutting beams, arches, lintels or other structural members.
- E. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
 - 1. Provide a Cutting and Patching proposal for review and obtain approval from the Architect/Engineer before cutting and patching the following structural elements:
 - a. Foundation construction
 - b. Bearing and retaining walls
 - c. Structural concrete
 - d. Structural steel
 - e. Lintels
 - f. Structural decking
 - g. Miscellaneous structural metals
 - h. Equipment supports
 - i. Piping, ductwork, vessels, and equipment
- F. Perform cutting and patching to integrate all elements of the work. Provide penetrations of existing surfaces. Provide samples for testing. Seal penetrations through floors, walls, ceilings and roofs, as applicable. Restore or preserve fire-rated and smoke-barrier construction. Construction and finishes shall match original work.
- G. Verify dimensions for built-in work and/or work adjoining that of other trades before ordering material and performing work. Discrepancies shall be submitted to the Owner's Representative and Architect for review and approval before proceeding with the work.

017350 RENOVATION, ALTERATION AND DEMOLITION PROJECT PROCEDURES

- A. This Section includes requirements for renovations, alterations and selective demolition.
- B. Products For Patching and Extending Work:
 - 1. New materials: As specified in product sections, match existing products, work and appearance.
 - 2. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary. Refer to existing construction as a standard.
- C. Inspection- General:
 - 1. Verify that demolition is complete and areas are ready for installation of new Work.
 - 2. Beginning of restoration Work means acceptance of existing conditions.
- D. Project Procedures for Work Involving Lead Containing Material (LBP):
 - 1. Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Conduct demolition and removal Work specified in the technical sections of this specification in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste.

- Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Rhode Island Hazardous Waste Management Regulations.
- 2. This facility was constructed prior to 1978 and is likely to have painted surfaces containing lead-based paint.
- 3. Testing for lead-based paint has been conducted at the facility scheduled for renovation, demolition, reconstruction, alteration, remodeling, or repair. Results of the LBP testing are for information purposes only. The testing results are in a separate Volume of this Project Manual. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of LBP. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.
- E. Project Procedures for Work Involving Asbestos Containing Material (ACM):

Retain one of two paragraphs below based on Owner's scope of Work.

- 1. The Contractor shall be responsible for abating all ACM that is visible and accessible. Refer to the Contract Documents for Scope of Work and procedures.
- 2. If the Contractor encounters any material suspect or known to contain ACM, should immediately notify the Owner and Construction Administrator. The Owner's will either have the material tested and abated (if necessary), or direct the Contractor to provide testing and abatement. The Owner will respond within twenty-four (24) hours after receiving the Contractor's written request to the Construction Administrator for testing the suspect material.
- 3. Testing for asbestos has been conducted for this Project. Results of the asbestos testing are for information purposes only. The testing results are in a separate Volume of this Project Manual. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of asbestos. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

F. Preparation:

- 1. Cut, move, or remove items necessary for access to alterations and renovation Work. Replace and restore at completion to match new or existing construction and materials.
- 2. Remove unsuitable material not marked for salvage. Replace materials as specified for finished Work.
- 3. Remove debris and abandoned items from area and from concealed spaces.
- 4. Remove surface finishes and prepare surfaces to provide proper installation of new Work and finishes.
- 5. Close openings in exterior surfaces to protect existing Work.

G. Installation:

- 1. Coordinate Work of alterations and renovations to expedite completion and, if required, sequence Work to accommodate Owner occupancy.
- 2. Remove, cut and patch Work in a manner to minimize damage and to provide restoring products and finishes to original or specified condition in accordance with Section 01045 "Cutting and Patching."
- 3. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes in accordance with Section 017329 "Cutting and Patching."

- 4. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, air conditioning, fire protection, electrical, and other systems to full operational condition.
- 5. Recover and refinish Work that exposes mechanical and electrical Work exposed accidentally during the Work.
- 6. Install Products as specified in individual sections.

H. Transitions:

- 1. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent Work in texture and appearance.
- 2. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.

I. Adjustments:

- 1. Where removal of partitions or walls result in adjacent spaces becoming one space, or remaining voids requiring patching, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- 2. Where a change of plane of ¼ inch in 12 inches or more occurs, request recommendation from Architect for providing a smooth transition.
- 3. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- 4. Fit Work at penetrations of surfaces as specified in Section 017329 "Cutting and Patching."

J. Repair of Damaged Surfaces:

- 1. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing imperfections.
- 2. Repair substrate prior to patching finish.

K. Finishes:

- 1. Finish surfaces as specified in individual Product sections.
- 2. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

L. Cleaning:

1. In addition cleaning specified in Section 017400 "Cleaning," and Section 017700 "Contract Closeout," clean Owner occupied areas of Work.

017400 CLEANING

- A. Maintain areas under Contractor's control free of waste materials, debris and rubbish. Maintain in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces before closing the space.
- C. Periodically clean interior areas before start of surface finishing and continue cleaning on an as-needed basis.
- D. Control cleaning operations so that dust and other particulates will not adhere to products and finishes prior to manufacturer's recommended curing times.

E. Remove waste materials, debris and rubbish from site daily and dispose legally off-site. No debris shall remain inside the building or anywhere on site upon final acceptance of the project.

017700 CONTRACT CLOSEOUT

A. Substantial Completion:

- 1. Preliminary Procedures: Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
 - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - Include supporting documentation for completion as indicated in the Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 2) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete items, and reasons the Work is not complete.
 - b. Advise the Owner of pending insurance changeover requirements.
 - c. Submit specific warranties, bonds, maintenance agreements, final certifications, and similar documents.
 - d. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include Certificates of Occupancy, operating certificates, and similar releases.
 - e. Submit record drawings, maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - f. Deliver tools, spare parts, extra stock, and similar items.
 - g. Advise the Owner's personnel of changeover in security provisions.
 - h. Demonstrate, through operation and testing, the functions of all systems and/or equipment to the satisfaction of the Owner. Complete testing of systems, and requirements in Section 017500 "Starting of Systems.
 - i. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
- 2. Inspection Procedures: The Contractor shall be ready and prepared when requesting an inspection for a Substantial Completion. If the inspection reveals that the work is not complete, there are extensive punchlist items and the items listed above are not complete, the Owner's Representative, Architect, and Owner will either not provide the inspection or, if the inspection was provided, will determine the inspection has failed.
- 3. The Contractor is responsible for all costs to re-inspect due to a failed inspection. The Owner will issue a deduct Change Order to cover all costs for re-inspection.
 - a. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
 - b. Results of the completed inspection will form the basis of requirements for final acceptance.

B. Final Acceptance:

1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

- a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
- b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
- c. Submit a certified copy of the final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- d. If required to verify final payment of utilities used during construction, submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
- e. Submit consent of surety to Final Payment.
- f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- 2. Final Inspection Procedure: Owner, Architect and Owner's Representative will inspect the Work upon receipt of notice from the Contractor that the Work, including inspection list items from earlier inspections, has been completed.
 - a. Upon completion of Final Inspection, the Owner's Representative will prepare a certificate of final acceptance.

C. As Built Document Submittals:

- General: Do not use record documents for construction purposes. Protect Record
 Documents from deterioration and loss in a secure location. Provide access to record
 documents for the Architect's reference during normal working hours. Keep
 documents current; do not permanently conceal any work until required information
 has been recorded. Failure to keep documents current is sufficient cause to withhold
 progress payments.
- 2. As-built Drawings: Maintain one clean, complete undamaged set of blue or black line white-prints of Contract Documents and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Contract Documents. 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.
 - a. Mark all new information that is not shown on the Contract Documents.
 - b. Note related change-order numbers where applicable.
 - c. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
 - d. Upon completion of the work, the Contractor shall submit Record Drawings to the Owner for the Owner's Records.
 - e. Submit electronic format data of all Coordination Drawings as required by the owner, at no additional cost.
- 3. Record Specifications: The Contractor shall maintain one complete copy of the Project Manual, including Addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

- a. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
- b. Give particular attention to equals and substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
- c. Note related record drawing information and Product Data.
- d. Upon completion of the Work, submit record Specifications for the Owner's records.
- 4. Record Product Data: The Contractor shall maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
 - a. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
 - b. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
 - c. Upon completion of markup, submit complete set of Record Product Data for the Owner's records.
- 5. Record Samples Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's Representative at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
- 6. 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. Identify miscellaneous records properly and bind or file, ready for continued use and reference and submit for the Owner's records.
- 7. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Maintenance Manuals shall also be submitted in electronic format, PDF files, as noted in Section 017823 "Operations & Maintenance Data." Included but not limited to 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
- D. Closeout Procedures:
 - 1. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide

instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Provide all documents in PDF format and provide two (2) flash drives, of all documents, including a detailed review of the following items:

- Maintenance manuals
- Record documents
- c. Spare parts and materials
- d. Tools
- e. Lubricants
- f. Hazards
- g. Cleaning
- h. Warranties and bonds
- i. Maintenance agreements and similar continuing commitments

E. Final Cleaning:

- 1. General: The General Conditions requires general cleaning during construction.
- 2. 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. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and Certification of Occupancy.

3. Interior:

- a. Remove labels that are not permanent labels.
- b. Clean transparent materials, including glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots. Wash and polish glass.
- c. Clean exposed interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean.

4. Exterior:

- a. Remove 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.
- b. Clean exposed exterior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
- c. Remove waste and surplus materials, rubbish and construction equipment and facilities from the site.
- 5. Compliance: Comply with regulations of Authorities Having Jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site.
 - a. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Construction Administrator.
 - b. Leave building clean and ready for occupancy. If the Contractor fails to clean up, the Owner may do so, with the cost charged to the Contractor. The Owner will issue a credit change order to cover the costs.

017823 OPERATION AND MAINTENANCE DATA

- A. Instruct the Owner's designated personnel in the operation of new equipment and shall provide manuals and video data of basic maintenance of the equipment for training purposes. Provide qualified personnel for as long as necessary to instruct the Owner's personnel.
- B. Submit two (2) draft copies of the manuals in 3-ring, loose-leaf notebooks, or two (2) draft copies, in PDF, on flash drives, to the Architect for approval. Manuals may consist of approved shop drawings and catalog cuts. Architect will return both copies with comments, required additional information, and corrections. Upon completion of the manuals, submit two (2) final copies, including two (2) electronic copies on flash drives, to the Owner.

C. Manuals shall include:

1. Operating Procedures:

- a. Written procedures for each mode of operation of each piece of equipment. Procedures shall indicate the status of each component of a system in each operating mode.
- b. Procedures shall include names, symbols, valve tags, circuit numbers, schematic wiring diagrams, locations of thermostats, manual starters, control cabinets and other controls of each system.
- 2. Emergency shutdown procedures for each piece of equipment or system, both automatic and manual, as appropriate.
- 3. Maintenance Schedule:
 - a. Written schedule describing manufacturers schedule of maintenance and maintenance procedures

4. Catalog Cuts:

- a. To illustrate each piece of installed equipment, including options
- b. Include equipment descriptions including physical, electrical and mechanical performance characteristics. installation and erection diagrams.
- c. Include spare parts numbers and names, address and phone number of manufacturer and local representative or service department.
- d. Written list of all subcontractors on the project, including name, address and phone number of local representative or service department.
- 5. Manuals shall be indexed with dividers indicating each system or piece of equipment. Electronic Manuals shall have a tagged index.
- 6. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

017830 WARRANTIES AND GUARANTEES

A. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty, and special warranties, on the Work and products, as specified in the Project Manual. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors from countersigning special warranties with the Contractor.

- B. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure. If necessary, remove and replace other materials and construction to provide access for correction of warranted construction.
- C. Reinstatement of Warranty: When Work covered by a warranty has 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.
- D. 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 the Contract Documents. The Contractor shall be responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- E. Owner's Recourse: Expressed 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. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- F. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- G. The warranty for this Project is noted in the Contract. Submit two (2) hard copies and two (2) flash drives of each warranty to the Owner in the supplier's standard form, and including all specified conditions of the warranty noted in the Contract Documents.

H. Submittals:

- 1. Submit written warranties 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.
- 2. Special Warranties: Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Construction Administrator, for approval prior to final execution.
 - a. Refer to Divisions 2 through 17 Sections for specific content requirements and particular requirements for submitting special warranties.
- 3. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed

- description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
- b. Identify each binder on the front and spine with the typed or printed title WARRANTIES, Project title or name, and name of the Contractor.
- c. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF DIVISION 1 - GENERAL REQUIREMENTS