



## James L. McGuire Elementary School Site Expansion

Mandatory pre-bid conference August 11, 2020, 10:00a.m. McGuire Elementary School located at 55 Central Avenue, North Providence, RI 02904

Bids will be received at the Office of the Purchasing Agent, 2000 Smith Street, North Providence, Rhode Island, until 10:45 a.m. on August 19, 2020. Bids will be opened at 11:00 a.m. that day.

The Purchasing Board reserves the right to reject any and all bids, to waive any informality in the bids received and to accept the bid deemed the lowest evaluated and most favorable to the interest of the Town.

## INFORMATION

### 1. Receipts and Opening of Proposals:

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, Town Hall, 2000 Smith Street, North Providence, R. I. until the time indicated in the Invitation for Bids, for the services designated in the Specifications and will then be publicly opened and read. No bids received thereafter will be considered.

### 2. Form of Bid:

Proposals must be submitted on and in accordance with the bid proposal form included hereto, blank places must be filled in as noted, no change shall be made in the phraseology or in the item or items mentioned therein, all proposals must contain the name and proper address of the bidding firm and must be signed by a responsible member of the firm with their signature and official title. Proposals which are not complete, or contain any omissions, erasures, alterations, addition or contain irregularities of any kind, may be rejected as informal.

### 3. Submission of Bids:

(a) Envelopes containing bids must be sealed and addressed to:

Town of North Providence

Purchasing Agent

2000 Smith Street

North Providence, RI 02911

and must be marked with the name and address of bidder, date and hour of bid opening, and name of item in bid call.

(b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

(c) Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted.

(d) No bid may be withdrawn for a period of thirty (30) DAYS from the date and time of opening.

(e) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

(f) Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

(g) Five (5) copies of all documentation submitted and one electronic copy in PDF on a USB thumb drive.

### 4. Acceptance or Rejection of Bid Proposal:

The Town reserves the right to award the bid by item and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal, or parts thereof, which it deems to be most favorable or in the best interest of the Town.

5. Qualifications of Bidder:

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6. Commencement of Contract:

The successful bidder shall commence work immediately as specified and complete all work as within eight weeks from time of notice to proceed.

7. Bid Prices:

Bidders shall state the proposed bid prices in the manner as designated in the Bid Proposal. In the event there is a discrepancy between the price written in words and in figures, the prices written in words shall govern.

8. Indemnification:

The Contractor shall hold harmless, defend, and indemnify the Town and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under the contract.

9. Insurance:

The Contractor shall carry the following insurance at their own expense:

(a) General: All insurance for this contract shall be written by company (or companies) acceptable to the Town and all policies or certificates shall be submitted to the Town for examination prior to commencement of operations by the Contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the Town, the Contractor shall secure other policies or certificates in form and amount and with a company satisfactory to the Town. The Contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by certified mail to the Town stating when, (not less than thirty (30) days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the Town contain true transcripts from the policy or policies, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause and including the Town as an additional insured as to the operations involved.

If any part of the contract is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all their subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the Town covering each and every subcontractor shall be filed with said Town prior to the commencement of subcontract operations.

(b) Workers' Compensation Insurance: The Contractor shall obtain workers, compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by State of Rhode Island Statutes. The Contractor shall maintain worker's compensation insurance coverage for the duration of the contract.

In the event the Contractor's worker' compensation insurance coverage expires during the term of the contract, the Contractor shall renew said insurance, either as a carrier-insured employer or a self-insured employer, before its expiration, and the Contractor shall provide the Town with further certification of workers, compensation insurance as renewals of said insurance occur.

(c) Comprehensive General Liability and Property Damage Insurance including Contractual Liability: The Contractor shall maintain general liability and property damage insurance that protects the Contractor and the Town and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under the contract.

- (1) Bodily injury including accidental death-each person \$1,000,000.
- (2) Bodily injury including accidental death-each occurrence \$1,000,000.
- (3) Property Damage - each occurrence \$1,000,000.
- (4) Property Damage - aggregate during any twelve (12) months period \$1,000,000.
- (5) Comprehensive Contractor's Protective Liability 1,000,000.
- (6) Commercial General Liability 1,000,000.
- (7) Contractor maintain during the extent of this agreement, Builders Risk Insurance with extended coverage in an amount not less then the full insurable insurable value of work. Any loss payments will made payable to the Town of North Providence and the Contractor.
- (8) Operations - premises Liability
- (9) Independent Contractor's/Town's Protective Liability
- (10) Completed Operations and products Liability
- (11) Contractual Liability

(12) Comprehensive Automobile Liability: covering all vehicles used by the Contractor in the course of the work including owned, non-owned and hired.

(13) Bodily injury including accidental death each person \$1,000,000.

(14) Bodily injury including accidental death-each occurrence \$1,000,000.

(15) Property Damage - each occurrence \$1,000,000.

10. Wages and Labor:

The Contractor shall comply with the applicable provisions of Title 37, Chapter 13, as amended, General Laws of Rhode Island (1977 Reenactment) Prevailing Wages and Davis Bacon Act. Contractor shall provide weekly sign in documents for workers, weekly certified payroll prevailing wage for all workers and subcontractors.

11. Safety and Health Regulations:

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

12. Foreign Corporations:

Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

13. Permits & License:

Contractor shall be licensed by and allowed to conduct Business in the State of Rhode Island and the Town of North Providence. All fees associated with the submittal of plans, designs or any other fee for approval of proposed work shall be at the cost of the Contractor.

14. Bid Evaluation:

This is an evaluated bid. The Town will evaluate and or interview the bidders through Interview Committee which will be comprised of Town officials and responsible individuals appointed by the Town administration. The Interview Committee will report its findings to the North Providence Purchasing Board.

After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

Bids shall be evaluated on the following criteria using a weighted scale, values stated below:

Previous Performance	20%
Experience	10%
Bid Amount	40%
Ability to provide work as specified	25%
Credentials/Qualifications	5%
ISBE Participation bonus points	6%

15. Affirmative Action Policy:

All bidders are required to submit an Affirmative Action Plan with bid documents.

By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the Town exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this project, undertake or continue programs to ensure that minority group members, women, and persons with

disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

16. **MBE/WBE:**

In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of RI State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Bid documents can be obtained at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php#section4>. Information regarding DisBEs may be accessed at [www.gcd.ri.gov](http://www.gcd.ri.gov).

17. **Safety and Health Regulations** All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

18. **Foreign Corporations:** Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

19. **Fee’s:** Contractor shall pay all fees’ including but not limited to Town permits and State application fee’s.

20. **Scope of Work:** work described herein at the James L. McGuire Elementary School Site Expansion located at 55 Central Avenue, North Providence, RI 02904

21. **Work Supervision:** The North Providence Building Superintendent and Colliers Project Leaders will oversee all aspects of work.

22. **Job Completion:** Work must be completed by eight weeks of notice to proceed. At job completion a contractor representative shall review work on site by a representative from the Town of North Providence. The job site shall be cleaned and free of debris. All required documentation and information must be shall have been provided upon completion.

23. **Performance Bond**  
Contractor shall provide at time of bid award a performance bond for 100% of total bid amount by a company acceptable by the Town of North Providence and authorized by the State of Rhode Island to provide said bond. Contractor shall include with bid proof of ability to provide bond.

## INSTRUCTION TO BIDDERS

### INTERPRETATIONS

All questions about the meaning or intent of the Bidding Requirements and Contract Documents shall be submitted for interpretation or clarification no later than 48 hours prior to time of receipt of bids.

### CONTRACTORS RESPONSIBILITY FOR WORK

Omissions from the specifications of items obviously needed to properly perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing the same. It shall be the duty of the Contractor to procure from the Town all necessary interpretations of the designs and contract documents.

Contractor shall make no changes without having first received written authorization from the Town. Where detailed information is lacking, before proceeding with work, the Contractor shall refer matter to Town for required information or interpretation.

If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with project site environment, said employee may be required to leave project site property and/or may be refused re-admittance.

Attention is directed to the General Conditions, which will be strictly enforced.

The Contractor or the superintendent shall personally plan, supervise, direct, inspect and oversee all work whatsoever including work being performed by subcontractors. Therefore, the selection of a superintendent is of prime concern to the Town.

Whenever any work is being performed by any of the Contractor's workmen or those of subcontractor, the Contractor or superintendent must be present on the job-site to personally supervise the work. In the event that workmen appear for work in the absence of the superintendent, they will be asked to leave the premises by the Town or its representative.

Before commencing any work, the Contractor shall submit in writing to the Town the name of the superintendent to be employed. Written approval of the superintendent by the Town is required. While remaining in the Contractor's employ, the superintendent shall not be replaced for the duration of the work, except with the approval of the Town. Should the job superintendent be judged unsatisfactory by the Town, the superintendent shall be replaced by the Contractor. The Town's decision in this matter will be final.



## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### BIDDER'S REPRESENTATIONS

- A. By the act of submitting a bid, the bidder warrants that he has inspected the site, has familiarized himself with the actual conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required.
- B. The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Specifications, and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
- C. The Bidder and all workmen, employees and subcontractors he intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.
- D. Neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Town, his employees or agents including architects, engineers or consultants, in assembling the bid figure.
- E. The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- F. After award of Contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in or conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the Town's attention during the bidding Period.

## ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing and addressed to Town of North Providence Division of Purchasing 2000 Smith Street, North Providence, RI 02911, and to be given consideration, must be received in the Purchasing Agent's office not later than 12:00 noon, seven (7) calendar days (Saturdays, Sundays, and legal holidays included) prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents. If issued, Addenda will be presented don the North Providence Purchasing webpage.
  
- B. Failure of any bidder to obtain any such Addenda shall not relieve such bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. At the same time of the opening of the bids, each bidder will be presumed familiar with the Contract Documents (including all Addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

## BIDDING PROCEDURE

- A. Receipt of Bids
  - 1. The Town of North Providence, Rhode Island acting through the Purchasing Agent (herein called the Town), invites bids on the form attached hereto. All blank spaces shall be filled in, in ink or typewritten, in words and figures only where no space is provided for words and signed by the Bidder. Submit bids in duplicate.

2. Bids will be received by the Purchasing Agent at the office of the Purchasing, 2000 Smith Street, North Providence, Rhode Island 02911, date and time indicated in the Advertisement for Bid. The envelope containing the bids must be sealed and addressed to Purchasing Agent, The Town of North Providence, 2000 Smith Street, North Providence, RI 02911, and designated as bid titled hereto, North Providence, Rhode Island.
3. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope addressed to the Town, preferable by registered mail.)
4. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.
5. No Bidder may withdraw a bid within the time period set herein these specifications.

#### CONSIDERATION OF BIDS

- A. Bid award may not be done at time of bid opening.
- B. The Town may reject any bid not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all bids. Conditional bids will not be accepted.
- C. The Contract may be awarded to the most responsible and eligible Bidder on the basis of the proposed Contract Price. The Town reserves the right to reject any and all proposals and to accept the proposal deemed most favorable to the interests of the "Town".
- D. The Town does not obligate himself to accept the lowest or any other bid.
- E. If the base bid exceeds the amount of funds available to finance said construction contract, the Town may reject all bids or may award the contract to that responsible Bidder submitting the lowest bid.

## POST BID INFORMATION

- A. The Town may make such investigations as he deems necessary to determine the ability of the bidder and all sub-bidders to perform the work, and the bidder and all sub-bidders shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder or sub-bidder fails to satisfy Town that he is not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- B. The Bidder is specifically advised that any person, firm, or entity to whom it proposes to award a subcontract under this contract must be acceptable to the Town.

## DUPLICATION OF ITEMS OF WORK

- A. In the event that materials or equipment have been specified with more than one standard of quality, it will be assumed that the Bidder concerned included the higher of quality standards in their bid, unless the Town has been notified, in writing, prior to submittal of bids of quality duplication and Town has issued instruction to establish quality of material.

## ACCEPTANCE OF CONDITIONS

- A. The submission of a Bid Proposal will be considered by the Town as acceptance by the Bidder of all requirements and stipulations contained in the Specifications, and the conditions at the job site.

## ALTERNATE BID PRICES

- A. Alternate Bid Prices if requested, shall contain all charges for overhead, profit, insurance, all taxes and allowances for waste and the sum given shall represent the job complete in place to the Town. No further surcharges will be accepted.

## UNIT PRICES

- A. Unit Prices if required in the Proposal Form, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the work in accordance with the applicable section of the General Conditions. Unit Prices listed shall include all costs, profit and overhead and no further surcharges are to be added to any Unit Price item of work that may be ordered done regardless of the time that the work is done.

## TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidder must agree to commence work as soon as possible after issuance of a written "Notice to Proceed" with the Town and to substantially complete the project within the time limit indicated herein.

## CONDITIONS OF WORK

- A. Each bidder must inform himself of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption with the work of any other Contractor.

## LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## STATE SALES AND USE TAX EXEMPTION

- A. The Town hereby affirms that, in accordance with the Rhode Island Sales and Use Tax Laws, it is exempt from the State Sales Tax.
- B. Bidders and their Subcontractors and material suppliers shall not include in their Bids any Rhode Island State Sales and Use Taxes relative to the performance of the work that is covered by the exemption.

## INSPECTION OF EXISTING CONDITIONS

- A. All bidders are advised to inspect the existing project and to familiarize themselves with conditions, as they exist, prior to submitting their bids. Hours of inspection will be between 9:00 AM and 4:00 PM on Monday through Friday. Contractor shall notify Town a minimum of 48 hours prior to time he would like to make site visit. Contractors shall inform personnel in the office upon their arrival prior to inspecting the site.
- B. After award of contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents for resulting from errors in our conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in questions, error or conflict, are brought to the Town's attention during the bidding period.

## BUILDING PERMIT

- A. The cost of the building permit for the work of this Contract will be at the cost of the contractor. Contractor shall pay all permit fees and include cost in bid.

## PARKING ARRANGEMENTS FOR TENANTS

- A. All work must be scheduled with minimum effect on the existing conditions. Contractor must determine, through Town, an appropriate schedule and alternative to existing use, parking and general business as usual.

## PROPOSALS

- A. All submitted proposals must contain the following documents fully executed:
  - Proposal Form (including Alternates)

## SUBSTITUTIONS

- A. All requests for pre-bid approval of substitutions or equal products must be made in writing 14 calendar days before bid date.
- B. Requests shall be in accordance with Specification.

## PAYMENTS

PAYMENTS: No, error, omission or act of forbearance on the part of the Town in verifying or certifying to the accuracy of the amounts indicated on the Periodical Estimate for Partial Payment shall relieve the Contractor from any responsibility under the Contract. Without prejudice to any other right or remedy, the Town may decline to certify payment of a Periodical Estimate for Partial Payment, or because of subsequently discovered evidence or subsequent observations, may nullify the whole or any part of any Periodical Estimate for Partial Payment previously approved or paid to such extent as may be necessary to protect the Town from loss because of:

1. Defective work not remedied,

Third party claims filed or reasonable evidence indicating probable filing of such claims

Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment,

Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum,

Damage to the Town for another contractor

Reasonable evidence that the work will not be completed within the Contract Time, or

Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed, payment will be made for amounts withheld because of them. If the Town prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. Each Periodical Estimate for Partial Payment shall be accompanied by Certificate and Release of Prime Contractor and Certificate Release of Subcontractor or Material Supplier forms, copies of which are attached, fully executed as of the date of the Periodical Estimate by the Contractor and subcontractors and major material suppliers.

## BEHAVIOR OF PERSONNEL

- A. If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with work site environment, said employee may be required to leave property and may be refused re-admittance.

## SUBSTITUTIONS

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and review by the Town to his satisfaction.

## CODES, RULES, REGULATIONS

- A. All work is to be in accord with the latest requirements of:
1. Federal, State, and Municipal Laws
  2. Rhode Island Building and Fire Code
  3. Any prevailing rules, regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.
- B. Reference in Specifications shall mean and intend the latest editions of such, as published at date of submission of bids.
- C. Reference to technical society organization or body is made per the following abbreviations:
- |       |  |
|-------|--|
| AIA   | American Institute of Architects                 |
| AISE  | American Institute of Electrical Engineers       |
| AISC  | American Institute of Steel Construction         |
| ASA   | American Standards Association                   |
| ASME  | American Society of Mechanical Engineers         |
| ASTM  | American Society of Testing and Materials        |
| AWSC  | American Welding Society                         |
| CS    | Commercial Standard of US Department of Commerce |
| FS    | Federal Specifications                           |
| NBS   | National Bureau of Standards                     |
| NBFU  | National Board of Fire Underwriters              |
| NBS   | National Bureau of Standards                     |
| NEC   | National Electric Code                           |
| UBC   | Uniform Building Code                            |
| UL    | Underwriters' Laboratories, Inc.                 |
| AASHO | American Association of State Highway Officials  |
- D. All Contractors and Subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this Contract and hold the Town and/or his agents harmless from any claim or loss that may result from violations of or claims under this act.
- E. Nothing in the Specifications is to be construed to allow work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the large size or higher standard without extra cost to the Town.

## MANUFACTURER'S DIRECTIONS

- A. Manufactured articles, materials, equipment, applied, installed, connected, erected, used, cleaned, conditioned in accordance with manufacturer's printed directions unless specified to contrary.
- B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Town in writing. Contractor shall not proceed with work until the Town has reviewed the conflicting data and provide the Contractor with a decision on which specification to follow.



## EXCERPTS FROM CHAPTER 1 TO 6 OF TITLE 7 OF THE GENERAL LAWS OF RHODE ISLAND 1956

- A. The attention of the General Contractor is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956 relative to the conditions precedents, etc. to carrying on business within the State for foreign corporations.
- B. The certificate and power of attorney mentioned in the General Corporations Law, properly filled out, subscribed and sworn to and accompanied by a certified copy of the charter, articles of association, or other similar organization papers, together with all amendments, must be filed in the Office of the Secretary by all foreign corporations intending to carry on business within this State, or for a foreign corporation to enforce in the courts of this State with any contract made within the State.
- C. Detailed information regarding Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc., to carrying on business with this State for Foreign Corporations may be obtained from the Secretary of State, State House, Smith Street, Providence, Rhode Island.

### WORK AFTER NORMAL WORKING HOURS

- A. No work other than that described above shall be done at night except when in the opinion of the Town's Representative the work will be advantageous to the Town and can be performed satisfactorily at night. The work will be done by a crew organized for regular night work. Such night work must have written permission of the Town's Representative.

### CONTRACTOR'S AGREEMENT

- A. During the performance of this contract, the contractor agrees to comply with all provision of the Executive Order 11246, as amended, relative provisions Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- B. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

### SIGNS

- A. Display no signs of advertising of any kind on site except as approved or as required by authorities having jurisdiction.

### WORK NOT SPECIFIED

- A. Work described herein concerning which there are not particular specification shall not relieve Contractor from furnishing and installing same. Review these documents carefully for miscellaneous work not specified; perform such work with materials and workmanship of best quality.

### MEANING AND INTENT

- A. Provide items such as attachments, hangers, bolts, and screws, which are obviously needed to perform work properly but are not specifically indicated on the specifications.

- B. INTENT: It is the intent of the plans and these specifications that all design, equipment, materials, and workmanship used on this project be in complete conformance with all local, state, and national codes, ordinances and standards. It is the contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the contractor shall notify the proper authorities prior to any submittals of this item. regardless of any approval action given, it is the contractor's responsibility to install only those items that are in conformance with the codes. Should any non-conformance code items be installed, they shall be replaced by the contractor at no additional cost provisions Town.

#### USE OF THE PREMISES

- A. Since the premises are occupied, work is to be done as expeditiously as possible and with as little inconvenience and without danger to occupants. Leave unobstructed way along roadways and walks, except as approved by Town. Restrict introduction or material and access and egress of workmen and vehicle to such places as approved by Town. Conduct work in such manner as required to allow continued operation with minimum of interference with operation, use and function of buildings and premises. Schedule working consultation with Contracting Officer or his representative.

#### EXISTING UTILITIES

- A. Immediately repair any active existing utility lines (cables, conduits, ducts, and piping), except where such lines are to be abandoned. Protect and maintain such active existing utilities in use until relocation of same has been complete or cut, or sapped, or prepared for service connections, as applicable. Perform such repair and protection work at no additional cost to the Contract.
- B. If any existing active utility, which is not indicated on the documents, is unintentionally damaged, and such utility is to remain, immediately repair the damage and restore the utility to its original integrity. Reimbursement of cost for performing such repair will be made by an adjustment in the Contract Price, at rates determined and approved by the Town. Consideration of any adjustment as outlined herein shall be based on the assumption that the Contractor has performed in a prudent manner at the time such damage occurred. If extra expense is incurred in protecting and maintaining any utility line not shown on the specifications, an adjustment in the Contract Price will be made.
- C. Notify the Town in writing not less than three days in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services, or facilities of the Town. Unless otherwise authorized by the Town, schedule and coordinate this work that such interruption will occur on weekends, holidays, or before or after normal working days of the Town's facilities. In no case shall any shutdown or interruption of any utilities, services or facilities be made without the approval of and the authorization of the Town.
- D. The Town will cooperate fully, at the Contractor's request, in assisting the contractor in locating and identifying underground utilities.

#### PROTECTION OF PERSONS AND PROPERTY

- A. Provide and maintain, for the duration of the Contract, proper protective measures as may be required to adequately protect the Town's personnel and the public from hazards resulting from the work performed hereunder.

- B. Take all proper precautions to protect the Town's property from damages and replace, or put in good condition, any existing items which are damaged in carrying out the work, unless designated to be permanently removed or demolished.
- C. When regulated by local building code or other Town, such requirements for protection shall be considered as minimum requirements and the Contractor shall be responsible for the protection of such minimum requirements as may be required by public safety laws.
- D. The requirements of the paragraph shall be in addition to, not in lieu of, other protection requirements contained in these Contract Documents.

#### DAMAGE FROM THE ELEMENTS

- A. The General Contractor will be held responsible for all damage to new and existing construction from the elements until acceptance by the Town.
- B. The intent of this paragraph is to protect the Town against claims made for reimbursement in cases where materials are improperly stored, protected or erected in such a manner that rain, snow, sunlight or other normal damage to these materials from the elements would result. Unforeseen natural disasters, etc., are presumed to be covered by the usual forms of property damage insurance maintained by the General Contractor.

#### SAFETY AND HEALTH

- A. Provide protective devices required by authorities having jurisdiction. Take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against occurrence of happening of any accident, injury or hut to any person or object during progress of work. Provide and erect and temporary fences, guards, etc., required to protect public or workmen, and remove same when work is completed. Keep all passageways clear and safe. Comply with provisions of Federal Laws and regulations, as amended to date as follows:
  - 1. Occupational Safety & Health Act of 1970, Public Law 91-596.
  - 2. Part 1510-Occupational Safety & Health Standards, Chapter XVII of Title 29, code of Federal Regulations.
  - 3. Chapter XIII of Title 29, Code of Federal Regulations, Park 1518-Safety and Health Regulations of Contraction (36FR 75).

#### INDEMNIFICATION

- A. Notwithstanding any approvals or instructions which may be obtained from Town in connection with use of premises, the Contractor agrees to indemnify and save the Town and Town harmless from and against any and all costs, loss expense, liability, damages or claims for damages, including costs of defending any action on account of any injury or damage to building improvements or property of the Town, of any person, firm, corporation, or association and on account of any injury including death, to any person or persons arising or resulting from the work provided for or performed under the Contract Documents or from any act, omission, or negligence of the Contractor, Subcontractors and his and their agents, or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

- B. Asbestos Material Identification and Removal: During demolition operations, it shall be the responsibility of the Contractor to identify any asbestos materials that may be encountered. Should they be encountered, the Contractor shall notify the Town at once, stop work in the area of concern and not proceed in that area until further notice. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measures. The Town and Town shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of contractors or subcontractors nor for the protection of the general public. Such responsibility for safety and safety measures is and shall remain that of the Contractor. Therefore, except for claims and damages arising from negligent acts, errors or omissions of the Town or Town, the Contractor shall hold harmless and indemnify the Town or Town, from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

#### REPORTS AND INFORMATION

- A. Performance of work under this contract will be monitored. Provide information, as may be requested, in form as required, pertaining to matters covered by this contract.

#### CLEAN AIR AND WATER

- A. Comply with requirements of Section 114 of Clean Air Act, as amended, (42 USC 1857-8) and Section 308 of Federal Water Pollution Control act, as amended, (33 USG 1318) and regulations and guidelines issued thereunder. Do not use nay facility listed on List of Violating Facilities issued by Environmental Protection Agency (EPA) pursuant to 40 GFR 15.20.

#### RECORDS

- A. Maintain records with respect to matters covered by this Contract for a period of three years after receipt of final payment. Document costs, supported by checks, properly executed payrolls, time records, invoices, contracts, vouchers, accounting and other documents evidencing nature and property of charges or conditions of employment or purchasing. Maintain records readily accessible, clearly identified and available for audit by the Town.

#### TERMINATION OF THE CONTRACT

- A. If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of hid creditors, or if a received is appointed on account of his solvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provide, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to subcontractor or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public Town having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Town may, without prejudice to any right or remedy and after giving the Contractor and his Surety seven (7) days written notice, permit the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Town's additional expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Town. This obligation for payment shall survive the termination of the Contract.

## SUMMARY OF WORK

### COMPLETENESS OF WORK:

- A. All other work and all other materials, equipment and labor of whatever description necessary for carrying out the full intent of the specifications, as interpreted by the Town or Town's representative, shall be provided by the contractor, and payment therefore will be considered as included in the unit and lump sum prices bid in the Proposal.

### CLEAN-UP AT CONTRACTOR'S EXPENSE:

- A. In case the contractor shall fail or neglect, after backfilling, to promptly remove all surplus material, tools and other incidentals, or promptly do the required repaving when ordered, the Town may, after 24-hours notice, cause the work to be done and the cost thereof shall be deducted from any moneys then or there after due the contractor.

### FINISHING AND CLEANING UP:

- A. In completing the backfilling of the trenches, the contractor shall replace all surface materials to the satisfaction of the Town, and shall then immediately remove all surplus material and all tools and other property belonging to him, leaving the entire street or surroundings and adjacent private property free and clean and in good order and not additional expense to the Town. Pavements, as directed by the Town or specified, shall be replaced or made good as soon as directed. The backfilling and removing of surplus materials shall follow closely upon the completion of the work.

**Request for Proposals  
Bid Package for James McGuire Elementary School – Site Expansion  
Town of North Providence, RI**

**1. Expense of Proposal Preparation**

The Town accepts no liability for the costs and expenses incurred by the Proposers in responding to this RFP, preparing responses for clarification, attending interviews, participating in contract development sessions or meeting and presentations required for the contract approval process. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Town for the costs and expenses associated with the procurement process.

**2. Reduction in Scope of Work**

The Town of North Providence reserves the right to decrease the scope of the work to be done under this Contract and to omit any work in order to bring the cost within available funds. To this end, the Town of North Providence reserves the right to reduce the quantity of any items or omit all of any as set forth in the RFQ/P, either prior to executing the Contract or at any time during the progress of the Work. The Town of North Providence further reserves the right, at any time during the progress of the Work, to restore all or part of any items previously omitted or reduced. Exercise by the Town of North Providence of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

**3. Confidentiality**

The Town of North providence cannot assure the confidentiality of any material or information which may be submitted by a proposer in response to this RFP. Thus, proposers who choose to submit confidential material or information do so at their own risk.

**4. Rights to Submitted Material**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation submitted by proposers shall become the property of the Town when received. The Town shall have no obligation to return any such submitted material.

The Town retains the right to use any or all system ideas presented in any proposal in response to the RFP, whether amended or not. Selection or rejection of any proposal does not affect this right.

**5. Milestone Schedule Dates:**

- |                                       |             |
|---------------------------------------|-------------|
| a. Anticipated Date of Contract Award | 08/26/2020. |
| b. Submittals Due                     | 09/02/2020. |
| c. Substantial Completion             | 11/09/2020. |
| d. Punch List Complete                | 11/23/2020. |

# DOCUMENT 00 0110 - TABLE OF CONTENTS

## VOLUME I of I INTRODUCTORY INFORMATION

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Document 00 0105	Project Directory
Document 00 0110	Table of Contents
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## CONTRACTING REQUIREMENTS

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Section 01 2500	Substitution Procedures
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Section 01 3305	Submittal Procedures
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Section 01 3329	Sustainable Design Reporting
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DIVISION 02 – 09 NOT USED

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## DIVISION 26 - ELECTRICAL

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Section 26 0519	Low-Voltage Electrical Power Conductors and Cables
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## DIVISION 31 – EARTHWORK

Section 31 0000	Earthwork
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Section 31 2200 Grading  
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#### DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 1215 Asphalt Paving  
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END OF DOCUMENT 00 0110

#### SECTION 01 1000 - SUMMARY

##### GENERAL

##### RELATED DOCUMENTS

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

##### SUMMARY

This Section includes the following:

Project Information.  
Work covered by Contract Documents.  
Work under separate contracts.  
[Owner-provided](#) and owner-furnished products.  
[Owner's safety requirements.](#)  
Specification and drawing conventions.

Related Sections include the following:

Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

##### PROJECT INFORMATION

Project Identification: James McGuire Elementary School, 55 Central Avenue, North Providence, Rhode Island.

Project Location: 55 Central Avenue, North Providence, Rhode Island 02911.

Owner: North Providence School Department, 2240 Mineral Springs Avenue, North Providence, RI. 02911

Owner's Representative: Chad Healey, Project Manager, Colliers International, OPM.

Architect: The S/L/A/M Collaborative, 80 Glastonbury Boulevard, Glastonbury, CT 06033-4415.

##### WORK COVERED BY CONTRACT DOCUMENTS



The Work of the Project is defined by the Contract Documents and consists of, but is not necessarily limited to, the following:

Site work including earthwork, grading, paving and site utilities.

#### WORK UNDER SEPARATE CONTRACTS

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

Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

None

Subsequent Work: Owner will award separate contract(s) for the following additional work to be performed at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.

None

#### OWNER-PROVIDED AND OWNER-FURNISHED PRODUCTS

Owner will furnish products indicated. The Work includes providing support systems to receive Owner's equipment including plumbing, mechanical, and electrical systems where indicated; and installing products if indicated.

1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
2. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
3. After delivery, Owner will inspect delivered items for damage. Contractor shall be present for and assist in Owner's inspection.
4. If Owner-furnished items are damaged, defective, or missing, Owner will arrange for replacement.
5. Owner will arrange for manufacturer's field services, and for delivery of manufacturer's warranties to Contractor.
6. Owner will furnish Contractor the earliest possible delivery dates for Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.
7. Contractor shall review Shop Drawings, Product data, and Samples and return them to Architect noting discrepancies or anticipated problems in use of product.
8. Contractor is responsible for receiving, unloading, and handling Owner-furnished items at Project site, unless otherwise indicated.
9. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
10. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.
11. Contractor shall install and otherwise incorporate Owner-furnished items into the Work, except for items indicated in the equipment Schedule to be installed by the Owner or a designated representative, vendor.

Owner-Furnished/Owner-Installed Products:

None

Owner-Furnished/Contractor-Installed Products:

None

#### [OWNER'S SAFETY REQUIREMENTS](#)

The Contractor shall take all necessary precautions for the safety and health of employees, Owner's personnel and occupants of the Work and shall comply with the applicable recommendations of the Centers for Disease Control (CDC), the Department of Health (DOH), the Occupational Safety and Health Administration (OSHA), and laws, rules and regulations of other authorities having jurisdiction regarding safety protocols for sanitizing the construction site during and after construction, as well as prior to occupancy.

## SPECIFICATION AND DRAWING CONVENTIONS

**Specification Format:** The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

**Section Identification:** The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

**Division 01 General Requirements:** Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

**Specification Content:** The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

**Abbreviated Language:** Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

**Imperative mood and streamlined language** are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

Specification requirements shall be performed by Contractor unless specifically stated otherwise.

**Drawing Coordination:** Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

**Terminology:** Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

**Abbreviations:** Materials and products are identified by abbreviations scheduled on Drawings.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 01 1000

## SECTION 01 2500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  - 1. Divisions 02 through 32 Sections for specific requirements and limitations for substitutions.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 SUBMITTALS

- A. Substitution Requests: **Submit three copies of each request for consideration.** Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A, a copy of which is attached to the end of this Section.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2500



# SUBSTITUTION REQUEST (After the Bidding Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
 \_\_\_\_\_  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 A/E Project Number: \_\_\_\_\_  
 Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
 Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 History:  New product  2-5 years old  5-10 yrs old  More than 10 years old  
 Differences between proposed substitution and specified product: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_  
 \_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_  
 Address: \_\_\_\_\_ Owner: \_\_\_\_\_  
 \_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_  
 \_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

# SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

---

### A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by:

Date:

---

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     A/E     \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_

## SECTION 01 3305 - SUBMITTAL PROCEDURES

### GENERAL

### RELATED DOCUMENTS

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

### SUMMARY

This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

- Contractor's construction schedule.
- Submittal schedule.
- Daily construction reports.
- Architect's CAD (electronic format) drawings.
- Shop Drawings.
- Product Data.
- Samples.
- Quality assurance submittals.

Administrative Submittals: Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

- Permits.
- Applications for Payment.
- Performance and payment bonds.
- Insurance certificates.
- List of subcontractors.

Related Sections: The following Sections contain requirements that relate to this Section:

- Division 01 Section "Payment Procedures" specifies requirements for submittal of the Schedule of Values.
- Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
- Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
- Division 01 Section "Photographic Documentation" for submitting preconstruction photographs.
- Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
- Division 01 Section "Closeout Procedures" for submitting warranties.
- Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- Divisions 02 through 32 Sections for specific requirements for submittals in those Sections.

### DEFINITIONS

Action Submittals: Written and graphic information and physical samples that requires Architect's responsive action.

Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

Coordination Drawings: Drawings that 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.



Preparation of Coordination Drawings is specified in Division 01 Section "Project Management and Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

Field Samples: 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.

Mockups: Full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

## ACTION SUBMITTALS

Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

Submit revised submittal schedule to reflect changes in current status and timing for submittals.

Format: Arrange the following information in a tabular format:

Scheduled date for first submittal.  
Specification Section number and title.  
Submittal category: Action; informational.  
Name of subcontractor.  
Description of the Work covered.  
Scheduled date for Architect's final release or approval.  
Scheduled date of fabrication.  
Scheduled dates for purchasing.  
Scheduled dates for installation.  
Activity or event number.

## SUBMITTAL ADMINISTRATIVE REQUIREMENTS

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.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.

Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

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.

Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Processing Time: 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. 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.

1. **Initial Review:** Allow a reasonable amount of time, but not less than 10 business days, for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.

**Intermediate Review:** If an intermediate submittal is necessary, process the same as the initial submittal.

**Resubmittal Review:** Allow 10 business days for review of each resubmittal.

**Sequential Review:** Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 business days for initial review of each submittal.

**Concurrent Consultant Review:** Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and Architect's consultants, allow 15 business days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

**Electronic Submittals:** Identify and incorporate information in each electronic submittal file as follows:

Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

Name file with submittal number or other unique identifier, including revision identifier.

File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

**Transmittal Form for Electronic Submittals:** Use electronic form acceptable to Architect, containing the following information:

Project name.

Date.

Name and address of Architect.

Name of Construction Manager.

Name of Contractor.

Name of firm or entity that prepared submittal.

Names of subcontractor, manufacturer, and supplier.

Category and type of submittal.

Submittal purpose and description.

Specification Section number and title.

Specification paragraph number or drawing designation and generic name for each of multiple items.

Drawing number and detail references, as appropriate.

Location(s) where product is to be installed, as appropriate.

Related physical samples submitted directly.

Indication of full or partial submittal.

Transmittal number[, numbered consecutively].

Submittal and transmittal distribution record.

Other necessary identification.

Remarks.

**Metadata:** Include the following information as keywords in the electronic submittal file metadata:

Project name.

Number and title of appropriate Specification Section.

Manufacturer name.

Product name.

**Deviations and Additional Information:** On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

**Additional Copies:** Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect. Provide one copy of final approved submittal for each Owner's Representative.

Maintain submittal at Contractor's field office for Owner's use; submit to Owner as part of Project Record Documents as specified in Division 01 section "Project Record Documents".

Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.

On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

Transmittal Form: Use AIA Document G810.

Contractor's standard transmittal form may be considered acceptable if similar in content to AIA Document G810.

Submittal Cover Sheet: Accompany each submittal with a completed Submittal Coversheet. Include the Project name and address, Contractor, and supplier/fabricator's names. Identify material or product, note deviations from the requirements of the Contract Documents, and complete other information as indicated.

Place the Submittal Cover Sheet immediately after the Transmittal Form.

Leave blank the space indicated for Review Stamps.

A copy of the Submittal Cover Sheet is included at the end of this Section.

Per the General Conditions, it is the Contractor's responsibility to "review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals..." It is also the Contractor's responsibility to point out "deviations from requirements of the Contract Documents...at the time of submittal". **SUBMITTALS WITHOUT EVIDENCE OF THE CONTRACTOR'S REVIEW AND AN EXECUTED CERTIFICATION STAMP WILL NOT BE ACCEPTABLE AND WILL BE RETURNED WITHOUT ACTION.**

Contractor's review shall show all deviations from the Contract Documents or state "No Deviations Made". On a resubmittal, the Contractor shall highlight any changes made other than those requested by the Architect's earlier review."

Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

Note date and content of previous submittal.

Note date and content of revision in label or title block and clearly indicate extent of revision.

Resubmit submittals until they are marked "Approved" or "Approved as Corrected".

Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

Use for Construction: Use only final submittals with mark indicating "Approved" or "Approved as Corrected" taken by Architect.

## ARCHITECT'S CAD DRAWINGS

General: Electronic digital data files consisting of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals if requested by the Contractor in writing in accordance with the following:

The Architect, as to the compatibility of the electronic files, shall make no representation with the Contractor's hardware or software beyond the specified release of the referenced specifications.

Data contained on the electronic files are part of the Architect's instruments of service and shall not be used by the Contractor or anyone else receiving this data through or from the Contractor for purpose(s) other than as a convenience in the preparation of shop drawings for the referenced project. Other use or reuse by the Contractor or by others will be at the Contractor's sole risk and without liability or legal exposure to the Architect. The Contractor shall agree to make no claim and shall waive, to the fullest extent permitted by law, claim or cause of action of any nature against the Owner, Architect, the Architect's officers, directors, employees, agents or consultants that may arise out of or in connection with the Contractor's use of the electronic files.

Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold the Owner and the Architect harmless against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising out of or resulting from the Contractor's use of the electronic files.

The electronic files shall not be considered Contract Documents. Differences may exist between the electronic files and corresponding printed-copy Contract Documents. The Architect shall make no representation regarding the accuracy or completeness of the electronic files the Contractor shall receive. In the event that a conflict arises between the printed-copy Contract Documents prepared by the Architect or the Architect's consultants and the electronic files, the printed-copy Contract Documents shall govern. The Contractor shall be responsible for determining if conflicts exist. By using the electronic files, the Contractor shall not be relieved of his duty to fully comply with the Contract Documents, including, and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate the Contractor's work with that of other contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, the Architect reserves the right to remove all indication of ownership and / or involvement from each electronic display.

The Contractor shall remove all indication of the Architect's and his consultant's ownership and/or involvement from files, which the Contractor chooses to incorporate into a submittal.

UNDER NO CIRCUMSTANCES SHALL DELIVERY OF THE ELECTRONIC FILES FOR USE BY THE CONTRACTOR BE DEEMED A SALE BY THE OWNER OR THE ARCHITECT, AND THE ARCHITECT MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL THE ARCHITECT BE LIABLE FOR ANY LOST PROFIT OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF THE CONTRACTOR'S USE OR REUSE OF THE ELECTRONIC FILES.

CAD Drawing Format:

AutoCAD 2014.

Incorporation of Contract Drawing CAD Files:

The Contractor shall limit incorporation of the Architect's and the Architect's consultant's CAD files into submittals for the purpose only of providing reference to work not directly a part of the submittal. Information on the CAD files shall not be directly used for delineating the required Scope of Work for the submittal.

## PRODUCTS

## SUBMITTAL PROCEDURES

General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

Submit electronic submittals via email as PDF electronic files.

Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

Action Submittals: Submit PDF of each submittal unless otherwise indicated.

Informational Submittals: Submit PDF of each submittal unless otherwise indicated.

Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.

#### Work by Consultants:

For work designed by one of the Architect's consultants, submit PDF or additional sample, product data or the like as required elsewhere in this Section.

Make the submittal directly to the respective consultant.

**SIMULTANEOUSLY SUBMIT A DUPLICATE OF THE SUBMITTAL DOCUMENT TO THE ARCHITECT.**

#### ACTION SUBMITTALS

##### Product Data:

Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

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. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

Submit Product Data in the following format:

PDF electronic file.

Refer to "Work by Consultants" paragraph for applicable submittal procedures for work designed by one of the Architect's consultants.

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.

Do not proceed with installation until a copy of Product Data is in the Installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

##### Shop Drawings:

Submit newly prepared 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.

Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

Dimensions.

Identification of products and materials included by sheet and detail number.

Compliance with specified standards.

Notation of coordination requirements.

Notation of dimensions established by field measurement.

Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm).

Submit Shop Drawings in the following format:

PDF electronic file.

Do not use Shop Drawings without an appropriate final stamp indicating action taken.

Samples:

Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:

Specification Section number and reference.

Generic description of the Sample.

Sample source.

Product name or name of the manufacturer.

Compliance with recognized standards.

Availability and delivery time.

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.

Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.

Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.

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. On the transmittal, indicate special requests regarding disposition of Sample submittals.

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.

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.

The Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.

Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets. The Architect will return one set marked with the action taken.

Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Sample sets may be used to obtain final acceptance of the construction associated with each set.

**Distribution of Samples:** Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.

Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

**Product Schedule or List:** As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

Type of product. Include unique identifier for each product.

Number and name of room or space.

Location within room or space.

Submit product schedule in the following format:

PDF electronic file.

**Contractor's Construction Schedule:** Comply with requirements specified in Division 01 Section "Construction Progress Documentation".

**Submittals Schedule:** Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

**Application for Payment:** Comply with requirements specified in Division 01 Section "Payment Procedures."

**Schedule of Values:** Comply with requirements specified in Division 01 Section "Payment Procedures."

**Subcontract List:** Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

Name, address, and telephone number of entity performing subcontract or supplying products.

Number and title of related Specification Section(s) covered by subcontract.

Drawing number and detail references, as appropriate, covered by subcontract.

Submit subcontractor list in the following format:

PDF electronic file.

## INFORMATIONAL SUBMITTALS

**Coordination Drawings:** Comply with requirements specified in Division 01 Section "Project Management and Coordination."

**Qualification Data:** Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

**Welding Certificates:** Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

**Installer Certificates:** Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

**Manufacturer Certificates:** Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

Name of evaluation organization.

Date of evaluation.

Time period when report is in effect.

Product and manufacturers' names.

Description of product.

Test procedures and results.

Limitations of use.

Schedule of Tests and Inspections: Prepare in tabular form and include the following:

Specification Section number and title.

Description of test and inspection.

Identification of applicable standards.

Identification of test and inspection methods.

Number of tests and inspections required.

Time schedule or time span for tests and inspections.

Entity responsible for performing tests and inspections.

Requirements for obtaining samples.

Unique characteristics of each quality-control service.

Reports: Prepare and submit certified written reports that include the following:

Date of issue.

Project title and number.

Name, address, and telephone number of testing agency.

Dates and locations of samples and tests or inspections.

Names of individuals making tests and inspections.

Description of the Work and test and inspection method.

Identification of product and Specification Section.

Complete test or inspection data.

Test and inspection results and an interpretation of test results.

Record of temperature and weather conditions at time of sample taking and testing and inspecting.

Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

Name and signature of laboratory inspector.

Recommendations on retesting and reinspecting.

Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.



**Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

**Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

**Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

**Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

**Design Data:** Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

**Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

- Preparation of substrates.
- Required substrate tolerances.
- Sequence of installation or erection.
- Required installation tolerances.
- Required adjustments.
- Recommendations for cleaning and protection.

**Manufacturer's Field Reports:** Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

- Name, address, and telephone number of factory-authorized service representative making report.
- Statement on condition of substrates and their acceptability for installation of product.
- Statement that products at Project site comply with requirements.
- Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
- Results of operational and other tests and a statement of whether observed performance complies with requirements.
- Statement whether conditions, products, and installation will affect warranty.
- Other required items indicated in individual Specification Sections.

**Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

**Material Safety Data Sheets (MSDSs):** Submit information directly to Owner; do not submit to Architect.

Architect will not review submittals that include MSDSs and will return entire submittal for resubmittal.

## DELEGATED DESIGN

**Performance and Design Criteria:** Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

Submittals for Delegated-Design Review: Architect and/or his consultants will review for general Contract Document conformance; indicate action taken (no comments, see comments) and direction to the Contractor (response required).

The Architect's Design Review Stamp will be applied to this type of submittal.

Design Review Stamp for Delegated-Design: Review of calculations and design services provided by the Contractor's Professional Engineer is only for general conformance with the Contract Documents. The Architect and/or Structural Engineer will not review the proposed design and calculations in detail, since the design and calculations for this element are solely the responsibility of the Contractor and the Contractor's Professional Engineer.

The Contractor and the Contractor's Professional Engineer shall remain responsible for design and code compliance.

Annotations shall not be construed as relieving the Contractor or the Contractor's Professional Engineer from compliance with the Project's Contract Documents, including applicable codes, laws and regulations.

The Design Review performed by the Architect and/or Structural Engineer shall not be interpreted as an independent confirmation of attached calculations, as this confirmation is the responsibility of the Contractor's Professional Engineer.

The Contractor shall confirm and correlate quantities, dimensions, and existing conditions, and shall select fabrication processes and techniques of construction, coordinate his work with that of other trades, and perform his work in a safe and satisfactory manner.

Each submittal for approval will be stamped and marked to indicate the action taken and direction as follows:

Final Unrestricted Release: When the Architect marks a submittal "NO COMMENTS", the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents. Payment for the work depends on that compliance.

Final-But-Restricted Release: When the Architect marks a submittal "SEE COMMENTS" the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and it complies with the requirements of the Contract Documents. Payment depends on that compliance. At the discretion of the Architect, a mark of "RESUBMIT FOR RECORD WITH ALL CORRECTIONS INCORPORATED" shall require the submission of corrected copies for distribution to all parties.

Returned for Resubmittal: When the Architect marks a submittal "REVISE AND RESUBMIT", do not proceed with the work covered by the submittal. Do not use or allow others to use these submittals.

If "REVISE AND RESUBMIT", revise or prepare a new submittal according to notations and/or corrections; resubmit without delay. Repeat, if necessary, to obtain an approval status that will permit the work to proceed.

## EXECUTION

### CONTRACTOR'S REVIEW

Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

## ARCHITECT'S ACTION

General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as described in the following paragraph:

Architect's Review Stamp: Each submittal for approval will be stamped and marked to indicate the action taken and direction as follows:

Final Unrestricted Release: When the Architect marks a submittal "APPROVED", the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents. Payment for the work depends on that compliance.

Final-But-Restricted Release: When the Architect marks a submittal "APPROVED AS CORRECTED" the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and it complies with the requirements of the Contract Documents. Payment depends on that compliance. At the discretion of the Architect, a mark of "RESUBMIT FOR RECORD WITH ALL CORRECTIONS INCORPORATED" shall require the submission of corrected copies for distribution to all parties.

Returned for Resubmittal: When the Architect marks a submittal "REVISE AND RESUBMIT", "NOT APPROVED", or "SUBMIT SPECIFIED ITEM", do not proceed with the work covered by the submittal in any aspect. Do not use or allow others to use these submittals.

If "REVISE AND RESUBMIT", revise or prepare a new submittal according to notations and/or corrections; resubmit without delay. Repeat, if necessary, to obtain an approval status that will permit the work to proceed.

If "NOT APPROVED" or "SUBMIT SPECIFIED ITEM", the submittal is fundamentally not in compliance. No corrections or notations will be made. Discard submittal and prepare a new submittal immediately.

Other Action: Where a submittal is for general information, record purposes, or special processing or other activity, the Architect will return the submittal marked "NO ACTION REQUIRED."

Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

Unsolicited Submittals: Submittals not required by the Contract Documents may not be reviewed by the Architect, and may be discarded.

Dear {Contractor name}:

Re: CADD/Electronic File Transfer

At your request, **The S/L/A/M Collaborative** (“S/L/A/M”) will provide electronic digital data files for your convenience and use in the preparation of shop drawings related to the Olney School project, subject to the following terms and conditions:

S/L/A/M electronic digital data files are compatible with AutoCAD, Architectural Desktop Version 2010 – 2015 Format. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

Data contained on these electronic digital data files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against us, our officers, directors, employees, agents or consultants that may arise out of or in connection with your use of the electronic digital data files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising out of or resulting from your use of the electronic digital data files.

These electronic digital data files are not construction documents. Differences may exist between these electronic digital data files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic digital data files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic digital data files, the signed or sealed hard-copy construction documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic digital data files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of the contractors for the project.

Because information presented on the electronic digital data files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and / or involvement from each electronic display.

We will furnish you electronic digital data files of the following drawing sheets:\_\_\_\_\_

A service fee of \$300.00 (Three hundred dollars) for each CD-ROM containing up to 10 drawing sheets, and \$20.00 per drawing sheet for each additional sheet thereafter, shall be remitted to us prior to delivery of the electronic files.

UNDER NO CIRCUMSTANCES SHALL DELIVERY OF THE ELECTRONIC DIGITAL DATA FILES FOR USE BY YOU BE DEEMED A SALE BY US, AND WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE FOR ANY LOSS OR PROFIT OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF YOUR USE OR REUSE OF THESE ELECTRONIC DIGITAL DATA FILES.

AGREED TO BY:

\_\_\_\_\_  
*{Type Name and Title of Person Signing Agreement}*  
*{Type Company Name of Contractor}*  
*{Type Address of Contractor}*

\_\_\_\_\_  
Date

Dear {Contractor name}:

Re: CADD/Electronic File Transfer

At your request, **The S/L/A/M Collaborative** (“S/L/A/M”) will provide electronic digital data files for your convenience and use in the preparation of shop drawings related to the McGuire School project, subject to the following terms and conditions:

S/L/A/M electronic digital data files are compatible with AutoCAD, Architectural Desktop Version 2010 – 2015 Format. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

Data contained on these electronic digital data files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against us, our officers, directors, employees, agents or consultants that may arise out of or in connection with your use of the electronic digital data files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising out of or resulting from your use of the electronic digital data files.

These electronic digital data files are not construction documents. Differences may exist between these electronic digital data files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic digital data files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic digital data files, the signed or sealed hard-copy construction documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic digital data files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of the contractors for the project.

Because information presented on the electronic digital data files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and / or involvement from each electronic display.

We will furnish you electronic digital data files of the following drawing sheets: \_\_\_\_\_

A service fee of \$300.00 (Three hundred dollars) for each CD-ROM containing up to 10 drawing sheets, and \$20.00 per drawing sheet for each additional sheet thereafter, shall be remitted to us prior to delivery of the electronic files.

UNDER NO CIRCUMSTANCES SHALL DELIVERY OF THE ELECTRONIC DIGITAL DATA FILES FOR USE BY YOU BE DEEMED A SALE BY US, AND WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE FOR ANY LOSS OR PROFIT OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF YOUR USE OR REUSE OF THESE ELECTRONIC DIGITAL DATA FILES.

AGREED TO BY:

\_\_\_\_\_  
*{Type Name and Title of Person Signing Agreement}*

*{Type Company Name of Contractor}*

*{Type Address of Contractor}*

\_\_\_\_\_  
Date

# The **S / L / A / M** Collaborative

This Agreement is made by and between The S/L/A/M Collaborative, Inc. ("S/L/A/M") and \_\_\_\_\_ ("Licensee") as of the \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand \_\_\_\_\_, and shall govern the Licensee's use of the Building Information Model prepared by S/L/A/M for the Project \_\_\_\_\_ ("Project"), located at \_\_\_\_\_.

## **BIM Access License Agreement**

*Architecture  
Planning  
Interior Architecture  
Structural Engineering  
Landscape Architecture  
Construction Services*

For purposes of this Agreement, the Building Information Model(s) is defined as a database that can be utilized to express a digital representation of the physical and functional characteristics of the Project and is referred to in this Agreement as the "Model(s)," which term may be used herein to describe a Model Element, a single Model or multiple Models used in the aggregate. "Building Information Modeling" means the process and technology used to create the Model.

The S/L/A/M Collaborative, Inc. ("S/L/A/M") hereby provides a non-exclusive license to the Licensee for the duration of the Project for access to the Models for the Licensee's use for construction coordination and modeling of construction related activities for the Project, subject to the following terms and conditions:

S/L/A/M will furnish the Licensee with access to use the following Models for the Project in exchange for the associated license fees identified below:

Revit Model = \$1,500

The Model(s) that are the subject of this Agreement are compatible with **Revit 2011-2015** and the Licensee is responsible for obtaining the rights to such hardware and software to assure the compatibility of these Models with its own hardware and software beyond the specified release of the referenced software and hardware specifications.

The Licensee, in its activities of construction coordination and modeling of construction related activities, is permitted to share the Model(s) with trade contractors, subcontractors and vendors (collectively, "Third Parties") with whom the Licensee is in privity of contract for the Project. In such case, the Licensee shall require any and all such Third Parties to comply with the terms of this Agreement without exception, and the Licensee shall indemnify S/L/A/M against any claims, actions or proceedings initiated by any of those Third Parties.

Data contained in the Model(s) is part of S/L/A/M's Instruments of Service and shall not be used by Licensee or anyone else receiving these Model(s) through or from the Licensee for any purpose other than use in construction coordination and modeling of construction related activities specific to and solely for the referenced Project. Any other use or reuse of the Model(s) by the Licensee or by any other party receiving the Model(s) from the Licensee shall be at the Licensee's sole risk and without any liability or legal exposure whatsoever to S/L/A/M. The Licensee shall make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against S/L/A/M, its officers, directors, employees, agents or consultants that may arise out of or in connection with the use of the Model(s) by the Licensee or by any other party receiving the Model(s) from the Licensee.

*Atlanta, GA*

*Boston, MA*

Furthermore, the Licensee shall, to the fullest extent permitted by law, indemnify and hold harmless S/L/A/M, and its officers, directors, employees, agents or consultants against and from all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of the Model(s) by the Licensee or by any other party receiving the Model(s) from the Licensee.

*Somerset Square  
80 Glastonbury Boulevard  
Glastonbury  
Connecticut 06033-4415  
Phone 860 657.8077  
Fax 860 657.3141*

*mail@slamcoll.com  
www.slamcoll.com*

The Licensee, by executing this Agreement, hereby acknowledges and agrees that the Model(s) are not Construction Documents, and that differences may exist between the Model(s) and the hard-copy Construction Documents for the Project. Due to the inherent nature of how the Models are designed and created, often times requiring the use of multiple and different software packages, S/L/A/M makes no



representation regarding the accuracy or completeness of the Model(s) that are the subject of this Agreement. In the event of any conflict or inconsistency in the information between the signed or sealed hard-copy Construction Documents and the Model(s,) the signed or sealed hard-copy Construction Documents shall prevail. The Licensee is responsible for determining if any such conflict or inconsistency exists. By its use of the Models, the Licensee and any other of its Third Parties are not relieved of their duty to fully comply with the requirements of the Contract Documents, including, and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate the Licensee's or other Third Party's work with that of the other trades, subcontractors, vendors and materialmen, whether or not any such party is in privity of contract with the Licensee or the Owner for the Project.

The Licensee acknowledges and agrees that this Agreement, and the Licensee's use of the Model(s) as set forth herein, do not affect the Licensee's obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.

Because information presented in the Model(s) can be modified, unintentionally or otherwise, S/L/A/M reserves the right, but is not required, to remove all indicia of ownership from the Models.

UNDER NO CIRCUMSTANCES SHALL DELIVERY OF THE MODELS FOR USE BY THE LICENSEE BE DEEMED A SALE BY S/L/A/M, AND S/L/A/M MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL S/L/A/M BE LIABLE FOR ANY LOSS OF PROFIT OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF THE LICENSEE'S OR ANY THIRD PARTY'S USE OR REUSE OF THE MODEL(S).

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding arbitration by either party. Mediation and arbitration shall be conducted in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect, but the parties may agree to the use of an independent mediator and alternate dispute resolution provider. Any mediation or arbitration proceeding arising out of or relating to this Agreement shall held in the greater Hartford region as mutually agreed between the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

Both parties to this Agreement acknowledge and agree that this Agreement has been freely entered into, and that, in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no presumption whatsoever against either party by virtue of that party having drafted this Agreement of any portion hereof.

This Agreement may only be modified by a written amendment that is agreed to, and signed by, both parties to this Agreement.

This Agreement is entered into as of the day and year first written above.

The S/L/A/M Collaborative, Inc.

*( insert name of Licensee )*

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*( insert name/title )*

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*( insert name/title )*

## SECTION 01 3329 - SUSTAINABLE DESIGN REPORTING

### PART 1 GENERAL

#### 1.1 PROJECT GOALS

- A. Contractor is not responsible for the application for certification, nor for determination of methods of achieving sustainable design credits unless specifically so indicated.
- B. Many of the sustainable design credits can be achieved only through intelligent design of the project and are beyond the control of the Contractor. However, certain credits relate to the products and procedures used for construction. Therefore, the full cooperation of the Contractor and subcontractors is essential to achieving final certification.
- C. Contractor shall familiarize himself with the relevant requirements and provide the necessary information and instruction to all subcontractors and installers.
- D. Since Contractor and subcontractors may not be familiar with sustainable design requirements, this section includes a summary of the products and procedures intended to achieve sustainable design credits.
  - 1. Some credits are dependent on proper performance by Contractor and subcontractors.
  - 2. Other credits involve quantifying percentages by weight or volume and cost; these require careful recordkeeping and reporting by the Contractor.
  - 3. See [www.usgbc.org](http://www.usgbc.org) for more information.

#### 1.2 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional submittal requirements.
- B. Section 01 3329.04 - Material Content Form: Form with checklist for documenting product content, emissions, health effects, sources, and costs.

#### 1.3 DEFINITIONS

- A. Product Reporting Scope: All products specified in Divisions 2 through 10, 31, and 32, and the following:
  - 1. Free-standing furniture.

#### 1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for additional submittal procedures.
- B. Sustainable Design Documentation: The scope of required documentation is specified in some individual specification sections; other scope is specified in this section and its related forms only.
- C. New Product Documentation: For each new product in the Product Reporting Scope, submit the Material Content Form, with evidence of compliance attached.
- D. Product Cost Statement: Submit the total cost of all products defined as in the Product Reporting Scope, above, including purchase price, taxes, and delivery to site, but not labor, tools, or equipment for installation; submit prior to or along with initial application for payment; update and re-submit whenever the total cost changes due to contract modifications.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.1 PROCEDURES

- A. Submit sustainable design documentation by Contractor, using procedures defined under Submittals for Information in Section 01 3000.
- B. Where an item of sustainable design documentation is specified, fill out and submit the appropriate form.
  - 1. Fill out one form for each different brand name product and each different manufacturer of a lot of commodity products.
  - 2. Where required attachments are specified, attach the documentation to the back of the form.
  - 3. Mark each blank with the appropriate information; use "ATT" for items attached; if any item is not relevant use the code "NR"; if any item is not available use the code "NA".
- C. Each form must be signed by the entity capable of certifying the information.
  - 1. Certification signatures must be made by an officer of the company.
  - 2. For products, certification must be made by the manufacturer not the supplier.
  - 3. For custom fabricated products, certification by the fabricator is acceptable.
- D. Submit the completed forms in accordance with the requirements of Section 01 3000, as information submittals.
  - 1. Give each form a unique submittal number.
  - 2. Do not combine sustainable design documentation with product data or shop drawing submittals.

END OF SECTION 01 3329

## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 33 - GENERAL

#### 33.1 RELATED DOCUMENTS

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

#### 33.2 SUMMARY

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

1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
2. Division 01 Section "Special Inspections" for requirements for quality assurance program of tests and inspections required by authorities having jurisdiction, including the Contractor's responsibilities.
3. Divisions 02 through 32 Sections for specific test and inspection requirements.

### 33.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Special Inspector: An individual with special expertise or qualification as required by a Statement of Special Inspections who performs specific tests, inspections, or both.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  1. Using a trade-specific terminology such as "carpentry" in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 33.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 33.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
  - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
  - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

### 33.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the "Program of Tests and Inspections".
  - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

### 33.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Specification Section number and title.
  2. Description of test and inspection.
  3. Identification of applicable standards.
  4. Identification of test and inspection methods.
  5. Number of tests and inspections required.
  6. Time schedule or time span for tests and inspections.
  7. Entity responsible for performing tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.
- B. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- C. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- D. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.

- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

### 33.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.

- d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
  - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
- 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed, unless otherwise indicated.

### 33.9 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 inspecting they are engaged to perform.
  - 2. 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.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
- 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.



- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. **Schedule of Tests and Inspections:** Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 1. **Distribution:** Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## PART 34 - PRODUCTS (Not Used)

## PART 35 - EXECUTION

### 35.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

## 35.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

## SECTION 01 4200 - REFERENCES

### GENERAL

### RELATED DOCUMENTS

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

### DEFINITIONS

General: Basic Contract definitions are included in the Conditions of the Contract.

"Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

"Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

"Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

"Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

"Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

"Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

"Provide": Furnish and install, complete and ready for the intended use.

"Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## INDUSTRY STANDARDS

Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

## ABBREVIATIONS AND ACRONYMS

Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Associations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).

ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).

CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).

DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).

DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).

EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).

FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).

GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).

OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).

Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).

FED-STD - Federal Standard; (See FS).

FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).

MILSPEC - Military Specification and Standards; (See DOD).

USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).

USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

## PRODUCTS (Not Used)

## EXECUTION (Not Used)

### PART 57 - END OF SECTION 01 4200

### SECTION 01 6000 - PRODUCT REQUIREMENTS

#### PART 58 - GENERAL

##### 58.1 RELATED DOCUMENTS

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

##### 58.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections include the following:
  - 1. Division 01 Section "Alternates" for products selected under an alternate.
  - 2. Division 01 Section "Substitution Procedures" for requests for substitutions.
  - 3. Division 01 Section "References" for applicable industry standards for products specified.
  - 4. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
  - 5. Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

##### 58.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

##### 58.4 ACTION SUBMITTALS

- A. Product List: Submit a list to the Architect, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  3. Initial Submittal: Within 30 days after the date established for the Notice to Proceed, submit 3 copies of initial product list to Architect. Include a written explanation for omissions of data and for variations from Contract requirements.
    - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  4. Completed List: Within 45 days after date established for the Notice to Proceed, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  5. Architect's Action: Architect will respond in writing to Contractor within 15 business days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Comparable Product Requests: Submit three copies of each request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 business days of receipt of request, or 7 business days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

## 58.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

## 58.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

## 58.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. **Submittal Time:** Comply with requirements in Division 01 Section "Closeout Procedures".

## PART 59 - PRODUCTS

### 59.1 PRODUCT SELECTION PROCEDURES

A. **General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. **Standard Products:** If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

**B. Product Selection Procedures:**

1. **Product:** Where Specifications name a single product and manufacturer, provide the named product that complies with requirements. Where indicated as "No Substitutions will be permitted", comparable products or substitutions for Contractor's convenience will not be considered.
2. **Manufacturer/Source:** Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Where indicated as "No Substitutions will be permitted", comparable products or substitutions for Contractor's convenience will not be considered.
3. **Products:**
  - a. **Restricted List:** Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
  - b. **Nonrestricted List:** Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. **Manufacturers:**
  - a. **Restricted List:** Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
  - b. **Nonrestricted List:** Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. **Basis-of-Design Product:** Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

**C. Visual Matching Specification:** Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

**D. Visual Selection Specification:** Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## PART 60 - EXECUTION (Not Used)

END OF SECTION 01 6000

## SECTION 01 7300 - EXECUTION REQUIREMENTS

### PART 61 - GENERAL

#### 61.1 RELATED DOCUMENTS

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

#### 61.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
  2. Installation of the Work.
  3. Coordination of Owner-installed products.
  4. General installation of products and systems.
  5. Progress cleaning.
  6. Starting and adjusting.
  7. Protection of installed construction.
  8. Correction of the Work.
- B. Related Sections include the following:
1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  2. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  3. Division 01 Section "Closeout Procedures" for recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  4. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.
  5. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.
  6. Division 03 through 32 Sections for specific requirements governing construction operations of the Work in those Sections.



### 61.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal, if any.

### 61.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing construction layout services of the kind indicated.

## PART 62 - PRODUCTS (Not Used)

## PART 63 - EXECUTION

### 63.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 63.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner's Representative that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction, if applicable. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify

dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on AIA Document G716, "Request for Information." Comply with requirements specified in Division 01 Section "Project Management and Coordination."

### 63.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, and columns, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 63.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of **96 inches (2440 mm)** in occupied spaces and **90 inches (2300 mm)** in unoccupied spaces, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- F. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 63.5 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

### 63.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If

specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Washing waste materials down sewers or into waterways will not be permitted. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls" and "Construction Waste Management and Disposal".
- H. During handling and installation, clean and protect construction in progress, adjoining materials already in place, existing adjacent construction and project site. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Pollution and air contamination.
  - 2. Water or ice.
  - 3. Chemicals and solvents.
  - 4. Rodent and insect infestation.
  - 5. Combustion.
  - 6. Unprotected storage.
  - 7. Improper shipping or handling.
  - 8. Theft or vandalism.

#### 63.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

#### 63.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

#### 63.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 7300

## SECTION 01 7421 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### GENERAL

### RELATED DOCUMENTS

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

### SUMMARY

This Section includes administrative and procedural requirements for the following:

Salvaging nonhazardous demolition and construction waste.  
Recycling nonhazardous demolition and construction waste.  
Disposing of nonhazardous demolition and construction waste.  
This section includes requirements for submittal of:

Contractor's Waste Management and Recycling Plan prior to the commencement of the Work.

Contractor's quantitative reports for demolition waste materials generated by the Contractor, as a condition of approval of progress payments.

For NECHPS Projects: This project will be certified for a North East Collaboration for High Performing Schools rating from the U.S. Green Building Council. A minimum of 50% recycling of demolition debris is required to meet the CHPS requirements for this project, per Materials and Resources Credit 2.1 or 2.2. One point is assigned for 50%, one additional point for 75%—project discretion issue.

Related Sections include the following:

Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.

Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

### DEFINITIONS

**Construction Waste:** Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

**Demolition Waste:** Building and site improvement materials resulting from demolition operations.

Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

## PERFORMANCE REQUIREMENTS

Salvage/Recycle Goals: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible including the following materials:

### Demolition Waste:

Asphaltic concrete paving and base material.

Concrete.

Concrete reinforcing steel.

Site clearing waste.

Brick.

Concrete masonry units.

Plywood and oriented strand board.

Wood blocking, nailers and furring.

Wood trim.

Millwork, casework and shelving.

Structural and miscellaneous steel.

Rough hardware.

Roofing.

Insulation.

Metal gutters and downspouts.

Doors and frames.

Door hardware.

Windows.

Glazing.

Metal studs.

Gypsum board.

Plaster.

Acoustical tile and panels.

Carpet.

Carpet pad.

Operable partitions.

Equipment and specialties, including signage, toilet partitions, tackboards and/or chalkboards.

Plumbing fixtures.

Piping.

Supports and hangers.

Valves.

Mechanical equipment.

Refrigerants.

Electrical conduit.

Copper wiring.

Lighting fixtures.

Lamps.

Ballasts.

Electrical devices.

Switchgear and panelboards.

Transformers.

## Construction Waste:

Site-clearing waste.

Masonry and CMU.

Lumber.

Wood sheet materials.

Wood trim.

Metals.

Roofing.

Insulation.

Carpet.

Gypsum board.

Piping.

Electrical conduit.

Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:

Paper.

Cardboard.

Boxes.

Plastic sheet and film.

Polystyrene packaging.

Wood crates.

Plastic pails.

## SUBMITTALS

Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the Notice to Proceed.

Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of report. Include separate reports for demolition and construction waste. Include the following information:

Material category.

Generation point of waste.

Total quantity of waste in tons.

Quantity of waste salvaged, both estimated and actual in tons.

Quantity of waste recycled, both estimated and actual in tons.

Total quantity of waste recovered (salvaged plus recycled) in tons.

Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

Qualification Data: For Waste Management Coordinator.

## QUALITY ASSURANCE

**Waste Management Coordinator Qualifications:** Contractor's representative approved by the Owner, who shall have sole responsibility for preparing, implementing, and monitoring the construction waste management procedures as specified herein.

**Regulatory Requirements:** Comply with hauling and disposal regulations of authorities having jurisdiction.

**Waste Management Conference:** Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:

- Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
- Review requirements for documenting quantities of each type of waste and its disposition.
- Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
- Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
- Review waste management requirements for each trade.
- Maintain waste management as an agenda item at future construction meetings.

## WASTE MANAGEMENT PLAN

**General:** Develop plan consisting of waste identification and waste reduction work plan. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight.

**Waste Identification:** Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

**Waste Reduction Work Plan:** List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

**Salvaged/Recycled Materials for Reuse:** For materials that will be salvaged/recycled and reused in this Project, describe methods for preparing materials before incorporation into the Work.

**Salvaged Materials for Sale:** For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

**Salvaged Materials for Donation:** For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

**Recycled Materials:** Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

**Disposed Materials:** Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

**Handling and Transportation Procedures:** Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

**For NECHPS Projects: NECHPS Letter Template: Materials and Resources Credit [2.1] [2.2] Construction Waste Management**

Complete and sign NECHPS Letter Template in format provided under the U.S. Green Building Council's NECHPS program. Prepare Letter Template on company letterhead.

Certify that the project has completed a waste management plan and diverted construction, demolition, and land clearing waste to uses other than landfill.

Provide quantities of diverted materials and means of diversion in the table provided in the NECHPS Letter Template.

Indicate how and where waste was diverted. Indicate quantities of waste diverted in tons [or cubic yards].

Letter Template will calculate: Total quantity of diverted waste, total quantity of waste, and the percentage of waste diverted.

For projects where 50% of waste is diverted, one NECHPS credit will be achieved; where 75% is diverted, two NECHPS credits will be achieved.



Include name, organization and role in project, and provide signature and date completed.

## PRODUCTS (Not Used)

## EXECUTION

### PLAN IMPLEMENTATION

General: Implement waste management plan as approved by Architect and Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.

Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

Distribute waste management plan to everyone concerned within three days of submittal return.

Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

### RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

General: Recycle paper and beverage containers used by on-site workers.

Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

Inspect containers and bins for contamination and remove contaminated materials if found.

Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

Stockpile materials away from construction area. Do not store within drip line of remaining trees.

Store components off the ground and protect from the weather.

Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

## RECYCLING DEMOLITION WASTE

Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

Break up and transport concrete to recycling facility.

## RECYCLING CONSTRUCTION WASTE

Packaging: Provide the least amount of packaging required while maintaining adequate protection of the product.

Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

Polystyrene Packaging: Separate and bag materials.

Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.

Comply with requirements in Division 32 Sections on site plantings for use of chipped organic waste as organic mulch.

Wood Materials:

Clean Cut-Offs of Lumber: Grind or chip into small pieces.

Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

Comply with requirements in Division 32 Section "Topsoil and Planting Mix" for use of clean sawdust as organic soil amendment.

## DISPOSAL OF WASTE

General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Burning: Do not burn waste materials.

Disposal: Transport waste materials off Owner's property and legally dispose of them.

## PART 101 - END OF SECTION 01 7421

PART 102 -

## SECTION 01 7700 - CLOSEOUT PROCEDURES

### GENERAL

### RELATED DOCUMENTS

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

## SUMMARY

This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- Inspection procedures.
- Substantial Completion procedures.
- Final completion procedures.
- Warranties.
- Final cleaning.

Related Sections include the following:

- Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- Division 01 Section "Execution Requirements" for progress cleaning of Project site.
- Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- Division 01 Section "Project Record Documents" for submitting Record Documents, Record Specifications, and Record Product Data.
- Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
- Divisions 02 through 32 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

## SUBSTANTIAL COMPLETION

**Preliminary Procedures:** Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

- Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- Advise Owner of pending insurance changeover requirements.
- Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- Prepare and submit Project Record Documents, damage or settlement surveys, and similar final record information.
- Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
- Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
- Complete startup testing of systems.
- Submit test/adjust/balance records.
- Terminate and remove temporary facilities from Project site, along with construction tools and similar elements.
- Advise Owner of changeover in heat and other utilities.
- Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- Complete final cleaning requirements.
- Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

**Inspection:** Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

Results of completed inspection will form the basis of requirements for Final Completion.

## FINAL COMPLETION

Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

Submit a final Application for Payment according to Division 01 Section "Payment Procedures."

Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Submit pest-control final inspection report and warranty.

Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## LIST OF INCOMPLETE ITEMS (PUNCH LIST)

Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.

Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

Include the following information at the top of each page:

Project name.

Date.

Name of Architect.

Name of Contractor.

Page number.

Submit list of incomplete items in the following format:

PDF electronic file.

## WARRANTIES

Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.

Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a types description of the product of installation, including the name of the product and the name, address, and telephone number of Installer.

Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

Provide additional copies of each warranty to include in operation and maintenance manuals.

## PRODUCTS

## MATERIALS

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

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

Ensure that cleaning agents and methods do not remove finishes and permanent protective coatings on surfaces being cleaned.

## EXECUTION

## FINAL CLEANING

General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

Cleaning: Employ experienced workers for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, or rubbish, waste material, litter, and other foreign substances.

Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

Remove tools, construction equipment, machinery, and surplus material from Project site.

Remove snow and ice to provide safe access to building

Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, and similar spaces.

Sweep concrete floors broom clean in unoccupied spaces.

Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Remove labels that are not permanent. Remove grease, paint spots, dirt, dust, stains, labels, fingerprints and other foreign matter from interior and exterior surfaces; vacuum and dust behind grilles, louvers and screens; wash floor surfaces not otherwise finished; clean metal doors and frames; clean metal work; clean equipment; clean hardware; clean and polish glass on both sides; clean and polish mirrors. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances. Replace parts subject to unusual operating conditions. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills. Clean ducts, blowers, and coils if units were operated without filters during construction.

Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.

Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

Utilize EPA-registered cleaning products specific for disinfecting COVID-19 or other relevant public health issues must be used and proper documentation of such provided to the Owner.

Leave Project site clean and ready for Owner's use.

Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project site of rodents and other pests. Prepare a report.

Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Sections "Temporary Facilities and Controls" and "Construction Waste Management and Disposal".

Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

The Contractor shall take all necessary precautions for the safety and health of employees, Owner's personnel and occupants of the Work and shall comply with the applicable recommendations of the Centers for Disease Control (CDC), the Department of Health (DOH), the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and laws, rules and regulations of other authorities having jurisdiction regarding safety protocols for sanitizing the construction site during and after construction, as well as prior to occupancy.

Provide protection of floors throughout building during installation of Owner's furniture and equipment. Protection shall be removed after the installation of Owner's furniture and equipment has been completed.

PART 104 - END OF SECTION 01 7700

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 105 - GENERAL

## 105.1 RELATED DOCUMENTS

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

## 105.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 32 Sections for specific requirements for Project Record Documents of the Work in those Sections.

## 105.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one of file prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit record digital data files, PDF electronic files of record digital data files and three sets of prints.
      - 2) Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files and two paper copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and two paper copies of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.
- D. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and two paper copies of each submittal.
- E. Reports: Submit written report concurrent with each project progress meeting indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 106 - PRODUCTS

### 106.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below Ground Floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings, unless otherwise directed by Owner's Representative.
  2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
    - a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings. Refer to Division 01 Section "Submittal Procedures" for requirements related to use of Architect's CAD Drawings.



- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
  - 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  - 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
  - 3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 106.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## 106.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

#### 106.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
  1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

### PART 107 - EXECUTION

#### 107.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01 7839

## SECTION 01 8113.13 - NE-CHPS DESIGN REQUIREMENTS

### GENERAL

### RELATED DOCUMENTS

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

### SUMMARY

This Section includes special Project administrative and procedure requirements related to the State of Rhode Island program for energy conservation and efficiency, indoor air quality, and natural resource efficiency which are in compliance with the Northeast High Performance Green Schools Guideline: Criteria, (referred to herein as NE-CHPS). The Owner has established minimum NE-CHPS credit points to achieve which will provide the Owner with a reimbursement funding grant necessary for completion of this Project. The Contractor (and subcontractors) shall, as part of the Contract with Owner, comply with requirements of NE-CHPS in the performance of the Work. The Contractor, as a minimum, shall implement the following:

Designate a Contractor's NE-CHPS Representative who will assist the Owner and Architect with fulfilling documentation and submittals which are required by NE-CHPS.

Provide products that minimize consumption of non-renewable resources, consume reduced amounts of energy and minimize amounts of pollution to produce and employ recycled and/or recyclable materials.

Provide verification that materials used have been reviewed for environmental considerations as specified.

Maintain a materials log.

Conduct special meetings.

Provide building commissioning plan.

Control environmental air quality pollutants by controlled selection of materials and processes used in project construction in order to attain acceptable indoor air quality as specified.

Contractor shall follow specified compliance requirements in conjunction with environmental quality requirements specified in other individual specification sections. Notify Owner and Architect if conflicts arise between performance of the work and environmental goals. This specification is not intended to limit alternative means of achieving these goals. Suggestions and input from the Design Builder and subcontractors for implementing these goals are encouraged.

### RELATED SECTIONS

Section 01 2500 SUBSTITUTION PROCEDURES.

Section 01 3100 PROJECT COORDINATION:

Preconstruction, progress and special project meeting requirements regarding NE-CHPS Certification.

Section 01 3300 SUBMITTAL PROCEDURES:

CHPS Certification Report.

Environmental product certifications.

Section 01 6000 PRODUCT REQUIREMENTS.

Section 01 7426 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

Section 01 7700 CLOSEOUT PROCEDURES.

Division 31 EARTHWORK: Erosion and sedimentation control.

Individual Specification Sections: Submittal, performance and material requirements related to CHPS criteria submissions.

## DEFINITIONS

The term NE-CHPS as used herein and throughout the Project Manual refers to the Northeast Collaborative for High Performance Green Schools Criteria, Version 3.2.

**Regionally Manufactured Materials:** Materials that are manufactured within a radius of 500 miles (800 km) from the project location. Manufacturing refers to the final assembly of components into the building product that is installed at the project site.

**Regionally Extracted, Harvested or Recovered Materials:** Materials that are extracted, harvested, or recovered and manufactured within a radius of 500 miles (800 km) from the project site.

**Recycled Content:** The percentage of weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (preconsumer), or after consumer use (post-consumer).

Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production or the same product are not recycled materials.

Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.

## CONTRACTOR'S NE-CHPS REPRESENTATIVE

The Contractor shall designate a NE-CHPS Representative, acceptable to the Owner who is experienced in construction management and waste-recycling documentation. The Contractor's NE-CHPS Representative is responsible for implementation, coordination, and documentation of specified NE-CHPS Credit Requirements.

The Contractor's NE-CHPS Representative is responsible for overseeing the Owner's environmental goals for this Project during construction.

Contractor's NE-CHPS Representative shall attend all Environmental Quality Review Meetings, Project Progress Meetings (at least monthly), Pre-installation Meetings and Special Meetings regarding environmental issues through-out the term of construction as specified in Section.

Prior to the start, of on-site Work, the Contractor's NE-CHPS Representative shall distribute copies of the NE-CHPS certification requirements and credit goals to the Design Build Team (Project Manager and Project Superintendent), and each applicator, installer, and Supplier involved with the Project.

Copies of the distribution list shall be furnished to the Owner's on-site Representative, the Owner's Project Representative, and the Architect. Update distribution list as addition at applicators, installers, and suppliers are contracted, re-issue as distribution list is revised.

## NE-CHPS CERTIFICATION PLAN

Submit to Architect a written plan for achieving the specified NE-CHPS Credit Certification requirements within 14 calendar days of Notice to Proceed. Plan shall include a written narrative describing proposed procedures to be implemented.

Contractor shall submit to Architect 2 copies of a NE-CHPS Certification Progress Report each month throughout the work. Include a written narrative describing progress to date.

## GENERAL NE-CHPS CREDIT REQUIREMENTS

Contractor shall submit NE-CHPS certification documentation demonstrating compliance with the corresponding NE-CHPS Credit Requirements. Submit NE-CHPS documentation under provisions of Section 01 3305 - SUBMITTAL PROCEDURES.

The following is an overview schedule of Credit Requirements for which the Contractors shall contribute to NE-CHPS certification. The schedule is provided as a guide and does not supersede NE-CHPS Certification requirements specified in individual Specification Sections.

Submission of NE-CHPS documentation is separate and additional to, progress schedules, product literature submittals, samples, mock-ups, commissioning and all other protect related submittals required under other Division One Specification Sections and individual Specification Sections.

The NE-CHPS Credit Requirements for NE-CHPS compliance are in addition to environmental quality requirements specified elsewhere in the Specifications.

## SUBMITTAL SCHEDULE FOR NE-CHPS CREDIT REQUIREMENTS

General: Owner's goal NE-CHPS prerequisites and credit points are included in the check list attached at the end of this Section. List, herein below, coordinated with the NE-CHPS Credit Checklist are prerequisites and credits which require submittals from Contractor Additional requirements are specified in individual Specification Sections.

NE-CHPS Interior Environment Quality (IEQ) Construction Credits:

EQ 5.1.1 During construction, meet the recommended Design Approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 2007, Chapter 3. Include the erosion and sedimentation control measures to minimize site dust during occupied renovations.

### REQUIREMENTS

Submit pictures, taken at various times during construction, with a narrative for each photo describing compliance with the various requirements.

EQ 5.2: Construction Moisture Management

### REQUIRED DOCUMENTATION:

Mold Prevention - Building materials, especially gypsum wallboard, wood, porous insulation, paper, and fabric, should be kept dry to prevent the growth of mold and bacteria. Cover these materials to prevent rain damage, and if resting on the ground, use spacers to allow air to circulate between the ground and the materials. Water damaged materials shall be dried within 24 hours. Due to the possibility of mold and bacterial growth, materials susceptible to moisture that are damp or wet for more than 24 hours must be discarded. Immediately remove materials showing signs of mold and mildew, including any with moisture stains, from the site and properly dispose of them. Replace moldy materials with new, undamaged materials.

EQ Prerequisite 7.0: Low Emitting Materials

### REQUIRED DOCUMENTATION

Paints and Coatings - all paints and coatings that are applied onsite in the project's interior. The affected products include but are not limited to sealers, stains, clear wood finishes, floor sealers and coatings, waterproofing sealers, primers, flat paints and coatings, non-flat paints and coatings, and rust preventative coatings. 90%, or more, of the total volumes of such products shall meet the applicable VOC content requirements of the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings, or the

South Coast Air Quality Management District (SCAQMD) Rule 1113, effective June 3, 2011. Compliance shall be documented by product data sheets, or equivalent. Use definitions and table values in the selected VOC content standard and clearly identify the standard selected for each product.

Composite Wood - This prerequisite addresses all composite wood panels and building products with composite wood cores that are installed onsite in the project's interior. Composite wood is defined in the California Air Resources Board (CARB) Airborne Toxic Control Measure (ATCM) to Reduce Formaldehyde Emissions from Composite Wood Products (California Code of Regulations, Title 17, Sections 93120-93120.12). The affected materials are composite core and veneer core hardwood plywood (HWPW, particleboard (PB), medium density fiberboard (MDF), and thin MDF. 90 percent, or more, of the total area of composite wood panels and the composite wood cores of finished building products (e.g., engineered wood floors, doors, trim/molding, cabinetry, and counter tops) shall meet the applicable ATCM Phase 2 formaldehyde emission standards. Compliance shall be documented by product labels and data sheets, chain-of-custody documentation, or equivalent.

#### EQ 7.1: Additional Low Emitting Materials

##### REQUIRED DOCUMENTATION:

###### EQ 7.1.1 Adhesives & Sealants - Adhesives & Sealants

Products in this category include but are not limited to carpet, resilient and wood flooring adhesives; base cove adhesives; ceramic tile adhesives; drywall and panel adhesives; aerosol adhesives; adhesive primers; acoustical sealants; fire stop sealants; HVAC duct sealants, sealant primers; and caulks. Note that structural adhesives are excluded, and sealers including concrete floor sealers and other waterproofing sealers are treated under Option 2 for Paints & Coatings. All adhesives and sealants used on the project in quantities of 2.5 gal (10 liters) or more and totaling 90% or more of the total volumes of such products applied onsite in the project's interior shall meet the VOC content requirements in the applicable category of South Coast Air Quality Management District (SCAQMD) Rule 1168, Adhesive and Sealant Applications, amended January 2005. Compliance shall be documented by product data sheets, or equivalent.

Further, 90%, or more, by volume of the flooring, wall covering and wall base adhesives and sealants covered under this criterion shall be tested for emissions of VOCs of concern with respect to chronic inhalation exposures following the specifications of the CDPH/EHLB Standard Method V1.1, 2010. The test results shall be compliant with the Standard Method when modeled to the school classroom scenario as follows. Flooring adhesives and sealants shall be modeled using the manufacturer's specified coverage and the classroom flooring area.

Wall applied adhesives and sealants shall be modeled using the manufacturer's specified coverage and the classroom wall paint and wall coverings area. Wall base adhesives shall be modeled similarly using the wall base area.

EQ 7.1.3 Composite Wood and Agrifiber Products - All composite wood panels and building products with composite wood cores that are installed onsite in the project's interior. Composite wood is defined in the California Air Resources Board (CARB) Airborne Toxic Control Measure (ATCM) to Reduce Formaldehyde Emissions from Composite Wood Products (California Code of Regulations, Title 17, Sections 93120-93120.12). The affected materials are composite core and veneer core hardwood plywood (HWPW, particleboard (PB), medium density fiberboard (MDF), and thin MDF. 90 percent, or more, of the total area of composite wood panels and the composite wood cores of finished building products (e.g., engineered wood floors, doors, trim/molding, cabinetry, and counter tops) shall meet the applicable ATCM Phase 2 formaldehyde emission standards. Compliance shall be documented by product labels and data sheets, chain-of-custody documentation, or equivalent.

EQ 7.1.4 Furniture & Furnishings (Supplied by Owner N.I.C.)

EQ 7.1.5 Paints & Coatings - all paints and coatings that are applied onsite in the project's interior. The affected products include but are not limited to sealers, stains, clear wood finishes, floor sealers and coatings, waterproofing sealers, primers, flat paints and coatings, non-flat paints and coatings, and rust preventative coatings. 90%, or more, of the total volumes of such products shall meet the applicable VOC content requirements of the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings, or the South Coast Air Quality Management District (SCAQMD) Rule 1113, effective June 3, 2011. Compliance shall be documented by product data sheets, or equivalent. Use definitions and table values in the selected VOC content standard and clearly identify the standard selected for each product.

Submit the Schedule of Values for the project, formatted to group together all products within any category claimed for Low Emitting credit or prerequisite. Include subtotals of the value for compliant products and all products by category.

Complete the CHPS Verified Plan Sheet to confirm compliance with requirements.

#### MW 2.0: Minimum Construction Site Waste Management

##### REQUIRED DOCUMENTATION:

MW 2.0.1 - Recycle, reuse, and/or salvage at least 50% (by weight) of non-hazardous construction and demolition waste, not including land clearing and associated debris.

MW 2.1.1 Recycle, reuse, and/or salvage at least 75% (by weight) of non-hazardous construction and demolition waste, not including land clearing and associated debris.

MW 2.1.2 Recycle, reuse, and/or salvage at least 90% (by weight) of non-hazardous construction and demolition waste, not including land clearing and associated debris.

Construction Review Requirements - Provide a diversion summary and back up documentation for where debris was taken.

#### MW 3.1: Minimum Construction Site Waste Management

##### REQUIRED DOCUMENTATION

Performance Approach: The weighted average recycled-content value by cost is at least 10% (post-consumer + ½ pre-consumer), or at least 20% for 2 points.

Fly ash generated from municipal solid waste incinerators is not an acceptable recycled content material under this criterion, nor is fly ash generated as a coal combustion by-product where the coal plant is fired with hazardous waste, medical waste or tire-derived fuel.

Mercury concentration should not be more than 5.5 ppb (0.0055 mg/L) as determined by a Toxic Characteristic Leaching Procedure (TCLP) following EPA 7470A.

#### MW 11.1 – Locally Produced Materials

##### REQUIRED DOCUMENTATION

MW 11.1.1 - Specify a minimum of 20% of building materials by cost that are manufactured regionally within a 500-mile radius.

MW 11.1.2 Specify a minimum of 40% of building materials by cost that are manufactured regionally within a 500-mile radius.

END OF SECTION 01 8113.



It is understood that the Town reserves the right to award the bid by item or alternate item, and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal or parts thereof, which it deems to be most favorable to the best interest of the Town.

The bidder will identify business entity as individual, or if doing business under an assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of person executing proposal and bid.

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PROJECT MANGER: \_\_\_\_\_

Being a (Corporation, incorporated under the laws of the State of)

\_\_\_\_\_  
Partership  
Individual

Composed of officers, partners or owner as follows:

\_\_\_\_\_  
(President) (Owner) (Partner/s)

## PROPOSALS

Proposal Of: \_\_\_\_\_ Hereinafter called "BIDDER"  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City                                  State                                  Zip)

Organized and existing under the laws of the State of \_\_\_\_\_ doing business as\*  
\_\_\_\_\_.

Proposal To: The Town of North Providence (Hereinafter called "TOWN").

1. Pursuant to and in compliance with Advertisement for Bids and the Information for Bidders relating hereto, BIDDER hereby offers to furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the entire project as required by and in strict accordance with the CONTRACT DOCUMENTS entitled "Town Hall Decorative Exterior Lighting Project", North Providence, Rhode Island, and all Addenda issued by the TOWN and mailed or faxed to BIDDER prior to the date of opening of BID, whether received by BIDDER or not, for the sum of:

2. TIME OF COMPLETION: \_\_\_\_\_

BIDDER hereby agrees to commence work under this contract as stated herein and to FULLY complete the project within time limit indicated herein.

McGuire Bid Sheet  
Mobilization & Site

Mobilization:

To include Survey, Parking Lot Cleaning, Traffic Control & Signage, Rework S/E Corner Egress Gate

=

Relocate Wooden Garden Planters Each	_____ X 4	= _____
Dewatering (Provide an Allowance)		= _____
Existing Tree Protection	_____ X 3qty	= _____
Existing Tree Removal	_____ X 6qty	= _____
Mass Cut – to stockpile	_____ X 1,444.44cy	= _____
Mass Fill – from stockpile	_____ X 555.56cy	= _____
Export	_____ X 888.89cy	= _____
Sediment Filter Fence Inft. and Truck Mat	_____ X 610Inft	= _____
Temporary Construction Fencing / Gates	_____ X 150Inft	= _____
Relocate Temporary Construction Fencing / Gates		= _____
Misc. Civil Demolition	_____ X 80mhrs	= _____

Sidewalks

Concrete – 5” Thick	_____ X 31.48cyds	= _____
Base – 6” process	_____ X 31.48cyds	= _____
Subbase – 6”	_____ X 31.48cyds	= _____
Proof Rolled Subgrade	_____ X 1,700sqft	= _____
Rough Grading Subgrade	_____ X 1,700sqft	= _____
Precast curb	_____ X 300Inft	= _____
Trenching for curb	_____ X 300Inft	= _____

Asphalt Paving

Paving – Top Surface & Binder	_____ X 500syds	= _____
Base – 6” process	_____ X 83.33cyds	= _____
Subbase – 6” thick	_____ X 83.33cyds	= _____
Proof Rolled Existing Subgrade	_____ X 4,500sqft	= _____
Rough Grading Pavement Subgrade	_____ X 4,500sqft	= _____

Landscaping - Plantings

Topsoil – from Import	_____ X 222.04cyds	= _____
Rough Grading Subgrade (topsoil areas)	_____ X 11,990sqft	= _____
Shademaster Honeylocust	_____ X 4qty	= _____
American Arborvitae	_____ X 45qty	= _____
Seeding sqft. and Ring Mulch	_____ X 11,990sqft	= _____

Site Improvements

Line Stripping / Arrows Site Signage (Provide an Allowance)		= _____
Fencing	_____ X 160Inft	= _____
Gates	_____ X 1qty	= _____

Storm System

Storm Piping	_____ X 185lnft	= _____
Cath Basins	_____ X 1qty	= _____
Trenching for Drains	_____ X 185lnft	= _____
Connect Storm Piping to Existing Catch Basin	_____ X 1 Location	= _____

Site Lighting

New Pole Mounted Light	_____ X 3qty	= _____
Concrete Base Included Earthwork	_____ X 3qty	= _____
Duct Bank	_____ X 26.67cyds	= _____
Trenching Site Lighting Conduit	_____ X 220lnft	= _____
Conduit & Wire	_____ X 220lnft	= _____

Total = \_\_\_\_\_

Bidder: \_\_\_\_\_



**STATE OF RHODE ISLAND  
DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL  
PROVIDENCE, RHODE ISLAND 02908**

**MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN**

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

Name of Subcontractor/Supplier:

Type of RI Certification:     MBE     WBE     Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Participation Percentage (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

**Prime Contractor/Vendor Signature**

**Title**

**Date**

**Subcontractor/Supplier Signature**

**Title**

**Date**

THE BIDDER SHALL STATE PROPOSALS SUCCESSFULLY COMPLETED SIMILAR TO PROPOSED FOR OTHER COMMUNITIES

Name of Agency and Address: \_\_\_\_\_

Description of Service: \_\_\_\_\_

Name, position, address and telephone number of Official who supervised work:

\_\_\_\_\_  
\_\_\_\_\_

Name of Agency and Address: \_\_\_\_\_

Description of Service: \_\_\_\_\_

Name, position, address and telephone number of Official who supervised work:

\_\_\_\_\_

Name of Agency and Address: \_\_\_\_\_

Description of Service: \_\_\_\_\_

Name, position, address and telephone number of Official who supervised work:

\_\_\_\_\_

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

of \_\_\_\_\_  
(Address of Contractor)

as Principal hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_, as Surety,  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto the Town of North Providence, Rhode Island, called the Oblige, in the full penal sum \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in lawful money of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has entered into a certain written Contract with said Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the James L. McGuire Elementary School Site Expansion located at 55 Central Avenue, North Providence, RI 02904 which Contract, together with all Contract Documents now made or which may hereafter be made in extension, modification or alteration thereof, are hereby referred to, incorporated in and made a part of this Bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said Contract according to its provisions on his/her or its parts to be kept and performed and shall indemnify and reimburse the Oblige for any loss that it may suffer through failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said Contract, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of the Contract or in the Work done or to be done under it, or the giving by the Oblige of any extension of time for the performance of said Contract or any other forbearance on the part of either the Oblige of the Principal one to the other, shall not in any way release the Principal and/or the Surety, or either of them, their representatives, heirs, executors, administrators, successors or assigns from the liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby specifically and absolutely waived.

AND PROVIDED FURTHER THAT NO ACTION, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within three (3) years from the expiration of the guaranty period provided in the Contract, whether the Work be completed by the Principal or Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have SIGNED AND SEALED this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal  
By \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney-in-fact

(SEAL)

\_\_\_\_\_  
Witness as to Surety

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.



**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_  
(Name of CONTRACTOR)

Of \_\_\_\_\_  
(Address of CONTRACTOR)

As Principal hereinafter called Principal, and

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Surety) (Address of Surety)

A Corporation, organized and existing under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called Surety, are held and firmly bound unto the Town of North Providence as Oblige, hereinafter called the Oblige, in the full penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has entered into a certain written Contract with said Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which written Contract provides for the James L. McGuire Elementary School Site Expansion located at 55 Central Avenue, North Providence, RI 02904 which Contract, together with all Plans and Specifications now made or which may hereafter be made in extension, modification or alteration thereof, are hereby referred to, incorporated in and made a part of this Bond as though herein fully set forth.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed, pursuant to the provision of the General Statutes of the State of Rhode Island and the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they were copies at length herein.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Oblige and the CONTRACTOR shall

abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact

(SEAL)

\_\_\_\_\_  
Witness as to Surety

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.