**SECTION 00 0101**

**PROJECT TITLE PAGE**

**PROJECT MANUAL**
**FOR**
**CCACSD - OAK HILL ELEMENTARY PLAYGROUND**

**OWNER:**

CLEAR CREEK AMANA COMMUNITY SCHOOL DISTRICT

1486 HIGHWAY 6 NW

OXFORD, IOWA 52322

**PROJECT NUMBER: 2142305510**

**PROJECT LOCATION**

OAK HILL ELEMENTARY SCHOOL

504 N PARK ROAD

TIFFIN, IA 52340

**ARCHITECT/ENGINEER:**

SHIVE-HATTERY, INC.

4125 WESTOWN PKWY, SUITE 100

WEST DES MOINES, IA 50266

**BIDS DUE:**

MAY 19, 2025

2:00 PM

1486 HIGHWAY 6 NW, OXFORD, IA 52322

**PREBID MEETING:**

A PRE-BID SITE VISIT MAY BE SCHEDULED BY CONTACTING MAURY GALLAGHER, BUILDINGS AND GROUNDS DIRECTOR, VIA EMAIL (MAURYGALLAGHER@CCASCHOOLS.ORG) OR PHONE (319-622-3255).

**ISSUED FOR:**

ISSUED FOR CONSTRUCTION: APRIL 8, 2025

**END OF SECTION**

**SECTION 00 0105**

**CERTIFICATIONS PAGE**

**STATE OF IOWA**

| | |
|---|---|
| | I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Landscape Architect under the laws of the State of Iowa.<br>**Printed or typed name:** Emma D. Riordan<br><br>_____ _____<br>**Signature** **Date**<br>License Expires: 6-30-2025<br>Pages, Sheets, or Divisions covered by this Seal: ALL |

**END OF SECTION**

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**END OF SECTION**

**SECTION 00 1113**

**ADVERTISEMENT FOR BIDS**

**PROJECT: OAK HILL ELEMENTARY SCHOOL PLAYGROUND**

BIDS DUE May 19, 2025 at 2:00 PM

THE **Owner (HEREINAFTER REFERRED TO AS Owner):**

Clear Creek Amana Community School District

1486 Highway 6 NW

Oxford, Iowa 52322

Architect (hereinafter referred to as Architect/Engineer):

Shive-Hattery, Inc.

4125 Westown Parkway, Suite 100

West Des Moines, IA 50266

PREBID MEETING:

A Pre-Bid site visit may be scheduled by contacting Maury Gallagher, Buildings and Grounds Director, via email (maurygallagher@ccaschools.org) or phone (319-828-4505 ext. 13100).

TO: POTENTIAL BIDDERS

Sealed bids will be received by the Owner at the Clear Creek Amana Community School District Administration Office, 1486 Highway 6 NW, Oxford, Iowa 52322 until 2:00 PM, Central Time, on May 19, 2025.

Sealed bids will be opened and publicly read at the Clear Creek Amana Community School District Administration Office, 1486 Highway 6 NW, Oxford, IA 52322 at 2:00 PM, Central Time, on May 19, 2025 or at such later time and place as may then be fixed.

Bids will be considered by the Owner at a public meeting to be held at Clear Creek Amana Community School District Administration Office, 1486 Highway 6 NW, Oxford, Iowa 52322, at 6:00 PM, Central Time, on May 21, 2025 or at such later time and place as may then be fixed.

The general nature of the work is as follows:

The addition of a new playground for East Ridge Elementary including play equipment, swings, musical instruments, artificial turf surfacing and a shade canopy.

The construction costs should not exceed $200,000.

Construction is anticipated to commence on June 30, 2025, must be substantially completed by August 11, 2025, and shall reach Final Completion by August 21, 2025.

Questions related to the bid documents must be submitted to Cara Lindell, Shive-Hattery Project Coordinator, via email (clindell@shive-hattery.com) by 5:00 PM on May 12, 2025.

Bidding documents may be examined at the following location(s):

Rapids Reproductions, DFS Plan Room, Shive-Hattery Custom Portal, rapidsrepro.com
6015 Huntington Ct. NE, Cedar Rapids, IA 52402

Master Builders of Iowa mbionline.com, 221 Park Street, Des Moines, IA 50309
mbiplanroof-dsm@mbionline.com

Copies of the Bidding documents may be obtained by Bidders and Sub-bidders at Rapids Reproductions, DFS Plan Room, Shive-Hattery Custom Portal, rapidsrepro.com, 6015 Huntington Ct. NE, Cedar Rapids, IA 52402. There is no deposit. It is requested that bidders return the documents in good condition within ten days after receipt of bids.

Each Bidder shall accompany the Bid with a Bid security, in a separate envelope, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of the contract corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the contract, in an amount equivalent to one hundred percent of the amount of the contract. The bidder's security shall be in an amount equivalent to 5% of the bid amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States of America, or a certified bank share draft drawn on a credit union in Iowa or chartered under the laws of the United States of America or a bid bond with corporate surety satisfactory to the Owner. The bid security will be held by the Owner until a contract is fully executed and bonds are approved by the Owner.

All Bidders are required to provide a statement regarding their residency status as required by 875 Iowa Administrative Code Chapter 156.

Contractors using “materials, supplies, and equipment” on projects in designated “exempt entities” may purchase these items without liability for the sales tax. The contractor must have a purchasing agent authorization letter and an exemption certificate from the public entity to present to the retailer, which specifies the construction project and will be available for that project only.

The Clear Creek Amana Community School District will issue an authorization letter and an exemption certificate to the contractor and/or subcontractors for the purchase or use of building materials, supplies, and equipment to be used on this project only. **DO NOT** include sales tax on your bid form.

No bid may be withdrawn for a period of 30 days after the date of the scheduled closing time for the receipt of bids.

The Owner seeks to provide opportunities for Targeted Small Businesses in the awarding of contracts and is authorized to award contracts to Targeted Small Businesses per the Iowa Acts of the 73rd General Assembly, 1989 Regular Session, Senate File 2274. For further information about the Targeted Small Business policies, contact the Owner. This project has a target for Targeted Small Business participation of ten percent (10%).

Bidders shall be prepared to submit a performance bond and payment bond and a two-year maintenance bond conditioned on the faithful performance of the contract. Out-of-state bidders shall be prepared to submit an Out-of-State Contractor Bond to the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa labor to the extent lawfully required under Iowa law.

It is the intent of the Owner to award a contract to the lowest responsible, responsive bidder provided the bid has been submitted in accordance with the bidding requirements. The Owner reserves the right to waive informalities or irregularities. The Owner reserves the right to reject any or all bids.

Published by order of the Clear Creek Amana Community School District School Board, County of Johnson, State of Iowa.

Publish: By no later than April 25, 2024

**END OF SECTION**

**SECTION 00 1115**
**NOTICE OF PUBLIC HEARING**

**CLEAR CREEK-AMANA COMMUNITY SCHOOL DISTRICT**

**OAK HILL ELEMENTARY PLAYGROUND**

To Whom It May Concern:

You are hereby notified that at 6:00 PM, Central Time on April 2, 2025, at the Clear Creek Amana Community School District Administration Office, 1486 Highway 6 NW, Oxford, IA 52322, there will be a public hearing on the proposed plans, specifications, form of contract, and estimated cost of the project. Any persons interested may appear and file objections to the proposed plans, specifications, form of contract, or cost of such improvement.

The following is a description of the Work: A new playground is proposed to be installed on an existing concrete pad on the south side of the school. The project area is roughly 95 feet x 75 feet. Synthetic playground turf with safety surfacing will be installed over most of the concrete pad, while maintaining a paved walking path on all four sides of the playground. Various independent play and musical interactive equipment will be part of the playground. The project also includes two shade canopies.

The location of the project is as follows:

Oak Hill Elementary

504 N Park Road

Tiffin, Ia 52340

Proposed drawings, specifications, and form of contract may be examined upon request to the Clear Creek-Amana Community School District. Bid documents will be available beginning April 23, 2025 at Rapids Reproductions, DFS Plan Room, Shive-Hattery Custom Portal, Rapidsrepro.com, 6015 Huntington Ct. NE, Cedar Rapids, IA 52402.

Published by order of the Clear Creek Amana Community School District School Board, In the County of Johnson, State of Iowa.

Publish: By no later than March 30, 2025

**END OF SECTION**

## SECTION 00 2113
## INSTRUCTIONS TO BIDDERS

### SUMMARY

AIA Document AIA A701 Instructions to Bidders, is the Instructions to Bidders and is hereby made a part of these Documents to the same extent as if bound herein. This form can be purchased from the American Institute of Architects State Office as follows:

AIA Iowa

400 Locust Street, Suite 100

Des Moines, IA 50309

Phone: 515-244-7502

Fax: 515-244-5347

www.aiaiowa.org

Refer to Document 00 2115 Supplementary Instructions to Bidders for additions and amendments to these Instructions to Bidders.

**END OF SECTION**

## SECTION 00 2115
## SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

### ARTICLE 1: DEFINITIONS

No Supplements

### ARTICLE 2: BIDDER'S REPRESENTATIONS

Add the following Subparagraphs to Paragraph 2.1:

2.1.5 Construction is anticipated to commence on June 30, 2024, must be substantially completed by August 11, 2025, and shall reach Final Completion by August 21, 2025.

2.1.6 The Bidder is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. The Bidder shall act as an independent contractor and not as the agent of Owner in performing the Contract. The Bidder shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by Bidder shall create any contractual relationship between any such subcontractor and Owner. The Bidder shall perform all work in accordance with its own methods subject to compliance with the Contract and shall adhere to the schedule of progress and completion deadlines.

2.1.7 The Bidder has included all work associated with the Contract Documents in their Bid, regardless of any direction given by or dictated by any Bid Depositories, other Agencies or Municipalities not specifically party to the Contract. The Bidder shall coordinate the scopes of work to be performed by themselves and their individual Subcontractors prior to bid sufficiently to ensure that all work associated with the Contract Documents, regardless of the Drawing or Specification Section in which they appear, are covered in the Bid.

2.1.8 The Bidder has familiarized themselves with federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work and employment of labor.

2.1.9 The Bidder has not participated in collusion or fraud in preparation of the bid for this project and shall provide a non-collusion affidavit to accompany the submitted bid.

Add the following Paragraph 2.2 and Subparagraphs 2.2.1 thru 2.2.3:

2.2. Preference

2.2.1 The State of Iowa, its agencies, and its political subdivisions, including cities, school districts and public utilities are required by Iowa Code Section 73A.21 to require a reciprocal resident bidder and resident labor force preference.

2.2.2 A “Resident Bidder” means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

2.2.3 A resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country other than Iowa if that state our foreign country gives or requires any preference to bidders from that state of foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state of foreign county. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

**ARTICLE 3: BIDDING DOCUMENTS**

Delete Subparagraph 3.1.1 and substitute the following Subparagraph 3.1.1:

3.1.1 Copies of the Bidding documents may be obtained by Bidders and Subbidders at Rapids Reproductions, DFS Plan Room, Shive-Hattery Custom Portal, Rapidsrepro.com, 6015 Huntington Ct. NE, Cedar Rapids, IA 52402. There is no deposit. It is requested that bidders return the documents in good condition within ten days after receipt of bids.

Add subparagraphs 3.2.1.1, 3.2.1.2 and 3.2.1.3 as follows:

3.2.1.1 If a discrepancy between different parts of the contract documents exists, the more stringent or higher cost requirement shall apply.

3.2.1.2 Bidders will not be entitled to any additional compensation or any extension of the Contract Time for conditions that can be determined by examining the site and the Bidding and Contract Documents.

3.2.1.3 Prior to bid, it is the responsibility of each bidder, sub-contractor, and material supplier to examine the documents for the work of all trades that may have an effect on the work that the bidder, sub-contractor, or supplier intends to perform.

Add subparagraphs 3.3.2.1 and 3.3.2.2 as follows:

3.3.2.1 Substitution requests must be submitted by prospective bidders on 00 4325 - Substitution Request Form. Substitution requests from manufacturers, distributors, or other entities that are not bidding as a general contractor will be rejected without review.

3.3.2.2 Approval of a substitution request does not in any way diminish the contractor's obligation to meet the specified requirements or the Architect's design intent.

Delete Subparagraph 3.4.3 and replace with the following:

3.4.3 Addenda will be issued in order to be received by all planholders of record not less than 48 Hours prior to the date and time that bids are due, except an addendum withdrawing the Request for Bids or one which includes postponement of the date for receipt of bids.

## ARTICLE 4: BIDDING PROCEDURES

4.1 Preparation of Bids

Delete Subparagraph 4.1.5 and replace with the following:

Add the following Subparagraph 4.1.8

4.1.8 Items shall be purchased free of any sales tax, as provided for in Section 7 of House File 2672 amends Section 422.42, subsections 15 and 16, Code Supplement 2001 and Section 10 amends Section 422.47, Code Supplement 2001, by adding new subsection 5.

Add the following Subparagraph 4.1.9:

4.1.9 The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include such laws, rules, and regulations as:

4.1.9.1. Licensing of Contractors for special requirements, e.g. hazardous waste removal.

4.1.9.2. Requirements for special construction permits.

4.1.9.3. Exemption from sales tax, if applicable.

4.1.9.4. Wage rates and employment requirements when required by law or by Owner.

4.1.9.5. Local labor requirements.

4.1.9.6. Non-discriminatory hiring practices.

4.1.9.7. Targeted small business participation.

4.2 Bid Security

Delete Subparagraph 4.2.1 and substitute the following Subparagraph:

4.2.1 Each Bidder shall accompany the bid with a bid security, in a separate envelope, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract, a corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract. The Bidder's security shall be in an amount equivalent to 5% of the Bid Amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States or a bid bond from a corporate surety satisfactory to the Owner. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2. Bid security of the successful bidder will be held by the Owner until an Agreement is fully executed and bonds are received and acceptable to the Owner.

4.3 Submission of Bids

Delete Subparagraph 4.3.1 and substitute the following Subparagraphs 4.3.1 and Subparagraph(s):

4.3.1 All copies of the Bid and other documents, not including the bid security, required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The bid security, if any, shall be submitted in a separate sealed opaque envelope. Each envelope shall bear the return address of the bidder and shall be addressed as follows:

TO: Clear Creek-Amana Community School District

Address: 1486 Highway 6 NW, Oxford, IA 52322

BID FOR: CCACSD - Oak Hill Elementary Playground

or as applicable:

BID SECURITY FOR: CCACSD - Oak Hill Elementary Playground

4.3.1.a Each bidder who is not a Targeted Small Business (TSB) and who will be using a TSB subcontractor or supplier shall submit with the bid on the Targeted Small Business Participation Form provided herein, the name(s) of Iowa Targeted Small Business(es) to which a subcontract will be awarded, a description of the work to be performed, and the dollar amount assigned to the work to be performed.

4.3.1.b If a prime contractor fails to meet the Targeted Small Business participation goal indicated, the prime contractor shall provide a list of Targeted Small Business(es) contacted on the Targeted Small Business Contact Form provided herein.

4.3.1.c If the Bid, the bid security, if any, and other documents required to be submitted with the Bid are sent by mail, the sealed envelopes shall be enclosed in a separate mail envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.4 Modification or Withdrawal of Bid

Add Subparagraph 4.4.1.1 as follows:

4.4.1.1 The specific time period during which Bids may not be withdrawn shall be as stated on the Bid Form bound herein.

Add Article 4.5 Pre-Bid Conference as follows:

4.5 Pre-Bid Conference

4.4.5 The Advertisement for Bid includes notification of a non-mandatory pre-bid site for the purpose of answering questions and providing information to prospective Bidders. A Pre-Bid site visit may be scheduled by contacting Maury Gallagher, Buildings and Grounds Director, via email (maurygallagher@ccaschools.org) or phone (319-622-3255).

ARTICLE 5: CONSIDERATION OF BIDS

5.1 Opening of Bids

Paragraph 5.1 No Supplements

Delete subparagraph 5.3.1 and substitute the following subparagraph:

5.3.1 It is the intent of the Owner to award a contract or multiple contracts to the lowest responsible, responsive Bidder(s) provided the Bid(s) has/have been submitted in accordance with the requirements of the Bidding Documents and does/do not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid or Bids received and to accept the Bid(s) which, in the Owner's judgment, is/are in the Owner's best interests.

ARTICLE 6: POST-BID INFORMATION

Add Subparagraph 6.1.1 as follows:

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

No Supplements.

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Add the following Paragraph 8.1 Execution of Agreement:

8.1 The selected Bidder shall, within ten (10) calendar days after receipt of Notice of Award, sign and deliver the required number of executed counterparts of the Agreement along with any required attached documents. Within ten (10) calendar days after receipt of executed documents from the selected Bidder, the Owner shall deliver one fully executed counterpart to the Contractor.

**END OF SECTION**

**SECTION 00 4100**

**BID FORM**

**PROJECT: CCACSD - OAK HILL ELEMENTARY PLAYGROUND**

| | |
|---|---|
| BID TO: | CLEAR CREEK AMANA COMMUNITY SCHOOL DISTRICT |
| | 1486 HIGHWAY 6 NW, PO BOX 487, OXFORD, IOWA 52322 |
| | |
| DELIVER BID TO: | 1486 HIGHWAY 6 NW, |
| | OXFORD, IA 52322 |

SUBMITTED BY: _____

(BIDDER TO ENTER LEGAL COMPANY NAME)

BIDDER REPRESENTATIVE'S FULL NAME _____

ADDRESS _____

CITY, STATE, ZIP_____

EMAIL _____

NOTE: Submit one original of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted. Submit Bid Security, if required, in separate envelope. Bidder shall carefully review the Instructions to Bidders and Supplementary Instructions to Bidders prior to completing this form.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the day of Bid opening.

2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Advertisement for Bids and Supplementary Instructions to Bidders.

3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

| DATE | | NUMBER |
|---|---|---|
| | | |
| | | |
| | | |

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

5. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6. BIDDER will complete the Work in accordance with the Contract Documents for the following bid price(s):

| UNIT PRICE BID | | | | | |
|---|---|---|---|---|---|
| NO. | ITEM | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 1 | Synthetic Turf Playground Surfacing Systems | SF | 3,493 | | |
| 2 | Playground Equipment | LS | 1 | | |
| 3 | Playground Equipment Installation | LS | 1 | | |
| 4 | Shade Canopy and Installation | EA | 2 | | |

TOTAL BID: _____ $_____.__
(use words)

7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on this Bid Form, unit price shall govern.

8. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Advertisement for Bids.

9. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

1. Bidder certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization, or corporation bidding on the work.

11. The following documents are attached to and made a condition of this Bid:

a. Required Bid Security in the amount of _____ and in the form of _____. SUBMITTED IN A SEPARATE ENVELOPE.

b. 00 4100.01 - Bidder Status Form.

c. 00 4100.02 - Authorization to Transact Business Worksheet.

d. 00 4100.03 - Non-Collusion Affidavit.

e. 00 4100.04 – Targeted Small Business

12. This Bid submitted on _____, 20____.

13. State Contractor License No._____.

14. The bidder shall not make any revisions to the bid forms or the Schedule of Bid Prices and shall not devise any alternates other than those provided. Any such notes, revisions, or comments shall be grounds for rejection of the bid as not being responsive.

15. Complete the applicable item(s) listed below. If this Bid is submitted by an agent of BIDDER, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By: _____

(signature of individual) (typed or printed name)

doing business as: _____

Business Address: _____

Phone No. _____

A Partnership

By: _____

(Firm Name)

_____

(signature of general partner) (typed or printed name)

Business Address: _____

Phone No. _____

A Corporation

By: _____

(Corporation Name)

State of Incorporation: _____

By: _____

(signature of person authorized to sign)

_____

(typed or printed name and title)

Attest: _____

(Secretary)

Business Address: _____

Phone No. _____

**END OF SECTION**

**SECTION 00 4100.01**
**BIDDER STATUS FORM**

| **To be completed by all bidders** | **Part A** |
|---|---|
| **Please circle Yes or No for each of the following:** | |

**Part 1 Bidder Status Form**

1.1 IOWA BIDDER STATUS FORM

A. The Iowa Division of Labor Bidder Preference Law is required by Iowa Code 73A.21. and can be referenced here: http://www.iowadivisionoflabor.gov/bidder-preference-law

1. Iowa Bidder Status Form

| | | |
|---|---|---|
| **YES** | **NO** | **My company is authorized to transact business in Iowa** |
| | | ***(To help you determine if your company is authorized, please review the worksheet on the next page).*** |
| **YES** | **NO** | **My company has an office to transact business in Iowa.** |
| **YES** | **NO** | **My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.** |
| **YES** | **NO** | **My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.** |
| **YES** | **NO** | **My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.** |
| | | **If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.** |
| | | **If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.** |

| **To be completed by resident bidders** | **Part B** |
|---|---|

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

**City, State, Zip:** _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

**City, State, Zip:** _____

**Dates:** _____**/**_____**/**_____ **to** _____**/**_____**/**_____ **Address:** _____

**City, State, Zip:** _____

***You may attach additional sheet(s) if needed.***

| To be completed by non-resident bidders | Part C |
|---|---|

**1. Name of home state or foreign country reported to the Iowa Secretary of State:**

**2. Does your company's home state or foreign country offer preferences to bidders who are residents? (Circle one) YES NO**

**3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.**

_____

***You may attach additional sheet(s) if needed.***

| To be completed by all bidders | Part D |
|---|---|

**I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.**

**Firm name:** _____

**Signature:** _____ **Date:** _____

**You must submit the completed form to the government body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.**

**END OF SECTION**

**SECTION 00 4100.02**
**AUTHORIZATION TO TRANSACT BUSINESS WORKSHEET**

**This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa. Circle Yes or No.**

| | | |
|---|---|---|
| **YES** | **NO** | **My business is currently registered as a contractor with the Iowa Division of Labor.** |
| **YES** | **NO** | **My business is sole proprietorship & I am an Iowa resident for Iowa income tax purposes.** |
| **YES** | **NO** | **My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.** |
| **YES** | **NO** | **My business is an active corporation with the Iowa Secretary of State & has paid all fees required by the Secretary of State, has filed its most recent biennial report, & has not filed articles of dissolution.** |
| **YES** | **NO** | **My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, & has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.** |
| **YES** | **NO** | **My business is a limited liability partnership which has filed a statement of qualification in this state & the statement has not been canceled.** |
| **YES** | **NO** | **My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa & a statement of cancellation has not been filed.** |
| **YES** | **NO** | **My business is a limited partnership or limited liability partnership which has filed a certificate of limited partnership in this state, & has not filed a statement of termination.** |
| **YES** | **NO** | **My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved & no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.** |

| | | |
|---|---|---|
| **YES** | **NO** | **My business is a limited liability company whose certificate of organization is filed in Iowa & has not filed a statement of termination.** |
| **YES** | **NO** | **My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa & the certificate has not been revoked or canceled.** |

**END OF SECTION**

**SECTION 00 4100.03**

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____.

Name of organization: _____

Title of person signing: _____

Signature: _____

**ACKNOWLEDGEMENT**

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____,

Notary Public Signature: _____

My Commission Expires: _____

**END OF SECTION**

**SECTION 00 4100.04**
**TARGETED SMALL BUSINESS (TSB)**

**PRE-BID CONTACT INFORMATION**

Form 730007WP 7-97 Page # _____

Contractor _____

Project _____

County _____

City _____

(To be completed by all bidders per the current contract provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your targeted small business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

**Pre-Bid Targeted Small Business (TSB) Contacts**

| SUBCONTRACTOR | TSB | DATES CONTACTED | QUOTES RECEIVED | QUOTATION USED IN BID |
|---|---|---|---|---|
| | | | Yes/No Dates Contacted | Yes/No Dollar Amt Proposed To Be Subcontracted |
| | | | | |
| | | | | |
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Total dollar amount proposed to be subcontracted to TSB on this project $_____

List items by name to be subcontracted:

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**END OF SECTION**

**SECTION 00 4325**

**SUBSTITUTION REQUEST FORM**

**REFERENCE: AIA A701 INSTRUCTIONS TO BIDDERS SUBPARAGRAPH 3.3**

NOTE: SUBSTITUTION REQUESTS MUST BE RECEIVED BY THE ARCHITECT/ENGINEER BY 5:00 PM ON MAY 12, 2025.

PROJECT: CCACSD - Oak Hill Elementary Playground

A/E: Shive-Hattery, Inc.

BIDDER:_____

BY:_____

DATE: _____

SPECIFIED MATERIAL, PRODUCT OR EQUIPMENT: _____

RELATED SPECIFICATION SECTIONS: _____

RELATED DRAWING NUMBERS: _____

PROPOSED SUBSTITUTION: _____

REASON FOR PROPOSED SUBSTITUTION: _____
_____

ATTACHED DATA: Refer to AIA Instructions To Bidders (AIA A701-1997) subparagraph 3.3 Substitutions for requirements. Attach additional pages, if necessary.

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | Item No. | | Description |

_____

For Use by the Architect/Engineer

| | | | | | |
|---|---|---|---|---|---|
| Substitution: | __ | Approved | | __ | Not Approved |
| | __ | Approved As Noted | | __ | Not Approved - Received too Late |

By: _____ Date: _____

**END OF SECTION**

## SECTION 00 5000
## CONTRACTING FORMS AND SUPPLEMENTS

### PART 1 GENERAL

1.1 AGREEMENT

A. Select organization on whose standard documents the agreement and general conditions are to be based:

1. AIA, The American Institute of Architects.
2. Owner-Contractor, Fixed Price.

B. Contractor is responsible for obtaining a valid license to use all copyrighted documents specified by not included in the project manual.

C. Where it is provided in the bid documents that the contractor shall use AIA documents, they are hereby made a part of these documents to the same extent as if bound herein. AIA forms may be purchased from the American Institute of Architects at www.aia.org.

AIA Iowa

400 Locust Street, Suite 100

Des Moines, Iowa 50309

Phone: 515-244-7502

www.aiaiowa.org

1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. See Section 00 5200 - Agreement Form for the Agreement form to be executed.

B. See Section 00 7200 - General Conditions for the General Conditions.

C. See Section 00 7300 - Supplementary Conditions for the Supplementary Conditions.

D. The Agreement is based on AIA A101.

1. See specification section 00 5350 for insurance and bonds supplements as associated with the AIA A101.

E. The General Conditions are based on AIA A201 and associated supplements.

1.3 FORMS (USE CURRENT VERSION)

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. Bond Forms:

1. Bid Bond Form: AIA A310.
2. Performance and Payment Bond Form: AIA A312.

C. Post-Award Certificates and Other Forms:

1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).

D. Clarification and Modification Forms:

1. Architect's Supplemental Instructions Form: AIA G710.
2. Construction Change Directive Form: AIA G714.

3. Change Order Form: AIA G701.

E. Closeout Forms:

1. Certificate of Substantial Completion Form: AIA G704.
2. Affidavit of Payment of Debts and Claims Form: AIA G706.
3. Contractor's Affidavit of Release of Liens Form: AIA G706A
4. Consent of Surety to Final Payment Form: AIA G707.

1.4 REFERENCE STANDARDS

A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.

B. AIA A201 - General Conditions of the Contract for Construction; 2017.

C. AIA A310 - Bid Bond; 2010.

D. AIA A312 - Performance Bond and Payment Bond; 2010.

E. AIA G701 - Change Order; 2017.

F. AIA G702 - Application and Certificate for Payment; 1992.

G. AIA G703 - Continuation Sheet; 1992.

H. AIA G704 - Certificate of Substantial Completion; 2017.

I. AIA G706A - Contractor's Affidavit of Release of Liens; 1994.

J. AIA G707 - Consent of Surety to Final Payment; 1994.

K. AIA G710 - Architect's Supplemental Instructions; 2017.

L. AIA G714 - Construction Change Directive; 2017.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 00 5200
## AGREEMENT FORM

### PART 1 GENERAL

1.1 FORM OF AGREEMENT

A. AIA A101-2017 "Standard Form of Agreement Between Owner and Contractor", where the basis of payment is a stipulated Sum, forms the basis of the contract between the Owner and Contractor and is hereby made a part of these Documents to the same extent as if bound herein. All provisions which are not amended or supplemented remain in full force and effect.

B. The Agreement to be executed is attached following this page.

1.2 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions.

B. Section 00 7300 - Supplementary Conditions.

C. Section 01 4216 - Definitions.

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION (NOT USED)

**END OF SECTION**

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the Twenty-eighth day of February in the year Two Thousand Twenty-Five
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

Clear Creek Amana Community School District
1486 Highway 6
Oxford, IA 52322
319-828-4510

and the Contractor:
*(Name, legal status, address and other information)*

for the following Project:
*(Name, location and detailed description)*

CCACSD - Oak Hill Elementary Playground
504 N Park Road
Tiffin, IA 52340
New playscape at Oak Hill Elementary.

The Architect:
*(Name, legal status, address and other information)*

Shive-Hattery
4125 Westown Parkway Suite 100
West Des Moines, IA 50266
515-223-8104

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ X ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

by June 30, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

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[ X ] By the following date: August 11, 2025

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion f the Work by August 21, 2025.:

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion or Final Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|

**§ 4.3** Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|

**§ 4.4** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|

**§ 4.5** Liquidated damages, if any: None.
*(Insert terms and conditions for liquidated damages, if any.)*

Per specification section 00 7300 (Supplementary Conditions), Article 9.11, the following liquidated damages are hereby amended and made part of this agreement:

9.11 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner for any extra costs for engineering and/or architectural services, construction observation/administration services and/or associated expenses necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial and/or Final Completion dates required by the Agreement. Such costs are in no way a penalty, but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

## ARTICLE 5 PAYMENTS

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as

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provided below and elsewhere in the Contract Documents.

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the (20th) day of a month for consideration by the CCACSD School Board at the succeeding month's scheduled Board Meeting in addition to the Architect and Owner review. The Owner shall make payment of the amount certified to the Contractor not later than the day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending Final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201 - 2017, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%).
3. Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017

**§ 5.1.6.1** The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage*

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*may be limited by governing law.)*

Five percent (5%), as retainage, to be held and administered by the Owner in accordance with Iowa law.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment. Final payment may be contingent upon receipt of all Chapter 573 Claim Releases and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the lesser of six percent (6%) per annum or the legal rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.17.

## ARTICLE 6 DISPUTE RESOLUTION

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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If the Owner prevails in any legal action arising out of the Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

## ARTICLE 7 TERMINATION OR SUSPENSION

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

No termination fee.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

Maury Gallagher, Buildings & Grounds Director
327 S. Augusta Avenue
Oxford, IA 52322
319-828-4510
319-533-7367
maurygallagher@ccaschools.org

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents,

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representatives, and employees (Indemnitees) from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of sex offense against a minor in accordance with Iowa Code 693A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with OIwa Code 692A.113. The Contractor further acknowledges and certifies by signing this Agreement that the services provided under this contract comply with Iowa Code 692A.113.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

.5 Drawings

| Number | Title | Date |
|---|---|---|

.6 Specifications

| Section | Title | Date | Pages |
|---|---|---|---|

.7 Addenda, if any:

| Number | Date | Pages |
|---|---|---|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8

| Title | Date | Pages |
|---|---|---|

[ X ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

.9 Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal*

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*requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |

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# AIA® Document A101® – 2017 Exhibit A

## *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-eighth day of February in the year Two Thousand Twenty-Five
*(In words, indicate day, month and year.)*

for the following **PROJECT**:
*(Name and location or address)*

CCACSD - Oak Hill Elementary Playground
504 N Park Road
Tiffin, IA 52340

**THE OWNER:**
*(Name, legal status and address)*

Clear Creek Amana Community School District
1486 Highway 6
Oxford, IA 52322

**THE CONTRACTOR:**
*(Name, legal status and address)*

**ADDITIONS AND DELETIONS:** The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

**TABLE OF ARTICLES**


**A.1 GENERAL**

**A.2 OWNER'S INSURANCE**

**A.3 CONTRACTOR'S INSURANCE AND BONDS**

**A.4 SPECIAL TERMS AND CONDITIONS**


### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

### ARTICLE A.2 OWNER'S INSURANCE

#### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### § A.2.3 Required Property Insurance

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**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
*(Indicate below the cause of loss and any applicable sub-limit.)*

| Causes of Loss | Sub-Limit |
|---|---|
| No Sub-Limits | |

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|---|---|
| No Sub-Limits | |

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**
The Owner shall purchase and maintain the insurance selected and described below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

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[ X ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

$50,000

[ X ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

$500,000

[ X ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

$50,000

[ X ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

$50,000

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

Not Applicable

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

Not Applicable

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

Policy Limit of $50,000

**§ A.2.5 Other Optional Insurance.**
The Owner shall purchase and maintain the insurance selected below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

Not Applicable

[ ] **§ A.2.5.2 Other Insurance**
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

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| Coverage | Limits |
|---|---|
| Not Applicable | |

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability, Commercial Auto Liability, Pollution Coverage (if applicable) and excess or umbrella liability policy or policies. Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

**§ A.3.1.1.1** If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

**§ A.3.1.1.2** The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability, commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § A.3.2 Contractor's Required Insurance Coverage

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions

**§ A.3.2.1.1** All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.

### § A.3.2.2 Commercial General Liability

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($ ) each occurrence, ($ ) general aggregate, and ($ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations;

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.5 $250,000 limit for damage to premises rented to Contractor;

.6 $10,000 limit on medical expenses on any one person;

.7 $10,000 limit on medical;

.8 Contractual liability for personal & advertising ingury; and

.9 Electronic data liability to policy limits.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability, Automobile Liability, and Employer Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00 ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00 ) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00 ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00 ) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00 ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Five Million Dollars and Zero Cents ($ 5,000,000.00 ) per claim and Five Million Dollars and Zero Cents ($ 5,000,000.00 ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such

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activities, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00 ) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00 ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate. N/A

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

None.

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ X ] **§ A.3.3.2.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Should the Contractor's subcontractor's or its lower tier subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than one million ($1,000,000).

**Coverage** **Limits**

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### § A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
*(Specify type and penal sum of bonds.)*

| Type | Penal Sum ($0.00) |
|---|---|
| Payment Bond | 100% of Contract Sum |
| Performance Bond | 100% of Contract Sum |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

## ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

### § A.4.1 Nonwaiver of Governmental Immunities

All liability policies which include the Owner as an additional insured shall include a governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

**.1** Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**.2** Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**.3** Assertion of Government Immunity. The Owner shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Owner.

**.4** Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

**.5** No Other Change in Policy. The insurance carrier and the Owner agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

### § A.4.2 Additional Insured Endorsement

The Additional Insured Endorsement shall include the following provisions:

**.1** The Owner, including all its elected and appointed officials, all its employees and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the contractor's work and services performed for the Owner. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage by primary, contributing or excess.

**.2** The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

### § A.4.3 Other Special Requirements and Endorsements

**.1** The Contractor's policies required under this Agreement shall include a Cancellation and Material Change Endorsement substantially like the following: Thirty (30) days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and ten (10) days written Notice of Non-payment of Premium, shall be sent to the Owner at the office and attention of the Certificate Holder. This

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**User Notes:** (67c212aa147e8742249262bb)

endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

**.2** The Contractor's commercial general liability (CGL) policy shall include a per project endorsement providing that the limits of such insurance specified in the Contract Documents shall apply to the Project without erosion of such limits by other claims or occurrences.

**.3** Additional insured coverage afforded to the Owner pursuant to the Contractor's CGL policy shall apply as primary insurance and the Owner's liability insurance shall apply as excess.

**.4** The Contractor's CGL policy shall be endorsed to specify that any person or organization that the named insured has agreed in writing to name as an additional insured is entitled to coverage as an additional insured under this policy.

**.5** Prior to commencing work on the Project, Contractor shall provide the Owner with a certificate of insurance reflecting the Owner's status as an additional insured and a summary of coverage provided under the Contractor's CGL and umbrella policies. In addition, the Contractor shall provide the Owner with a copy of his CGL and umbrella policies applicable to the Project, including a copy of the endorsement pursuant to which the owner is afforded additional insured status, within seven (7) days of issuance by the insurer.

**6.** Certificate of Insurance shall indicate clearly the Bid Package Number and Description.

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**SECTION 00 5350**
**INSURANCE AND BONDS - A101 EXHIBIT A**

## INSURANCE AND BONDS

The following Supplements modify, change, delete from or add to the "Insurance and Bonds," American Institute of Architects (AIA) Document A101 - 2017 Exhibit A. Where any Article, Section or clause or portion thereof of the Exhibit A - Insurance and Bonds is modified or deleted by these Supplementary Conditions, the unaltered portions of that Article, Section, Section or clause or portion thereof shall remain in effect.

## ARTICLE A.2 OWNER'S INSURANCE

The following Sections in Article A.2 are either selected, not selected or revised as stated below:

A.2.4.1 Loss of Use, Business Interruption Insurance with policy limit of $50,000 is selected. Delete the words "and Delay in Completion Insurance,"

A.2.4.2 Ordinance or Law Insurance with policy limit of $500,000 is selected.

A.2.4.3 Expediting Cost Insurance with policy limit of $50,000 is selected.

A.2.4.4 Extra Expense Insurance with policy limit of $50,000 is selected.

A.2.4.5 Civil Authority Insurance is not selected.

A.2.4.6 Ingress/Egress Insurance is not selected.

A.2.4.7 Soft Costs Insurance with policy limit of $50,000 is selected.

A.2.5.1 Cyber Security Insurance is not selected.

A.2.5.2 Other Insurance is not selected.

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

The following Sections in Article A.3 are either selected, not selected or revised as stated below:

A.3.1.1 In the last sentence, after the words "Contractor's Commercial General Liability", add the words "Commercial Auto Liability, Pollution coverage, if applicable,"

A.3.1.1 After the last sentence, add the sentence:

> Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

Add the following to Section A.3.1.1:

> A.3.1.1.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

A.3.1.1.2 The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

A.3.1.3 In the first sentence, after the words "commercial general liability," add the words "commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability"

A.3.2.1 Add the following A.3.2.1.1 to Section A.3.2.1

A.3.2.1.1 All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect' s consultants, and agents and employees.

A.3.2.2 Replace Section A.3.2.2.1 in its entirety with the following:

A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million ($1,000,000) each occurrence, two million ($2,000,000) general aggregate (endorsed to apply on a per project basis), and two million ($2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including

A.3.2.2.1 Replace Section A.3.2.2.1.5 in its entirety with the following:

A.3.2.2.1.5 $250,000 limit for damage to premises rented to Contractor

A.3.2.2.1 Add Sections A.3.2.2.1.6 through A.3.2.2.1.9:

A.3.2.2.1.6 $10,000 limit on medical expenses on any one person

A.3.2.2.1.7 $10,000 limit on medical

A.3.2.2.1.8 Contractual liability for personal & advertising injury

A.3.2.2.1.9 Electronic data liability to policy limits

A.3.2.2.2 Delete Section A.3.2.2.2.4

A.3.2.3 Revise Section A.3.2.3 as follows:

A.3.2.3 Automobile Liability policy limits will be not less than one million ($1,000,000) per accident.

A.3.2.3 Add to the end of the last sentence "including coverage for pollution liability broaden cover for automobile per CA 9948 and MCS 90 filings if required by law.

A.3.2.4 Revise Section A.3.2.4 as follows:

A.3.2.4 Revise the second sentence in Section A.3.2.4 to read"...Commercial General Liability, Automobile Liability, and Employer Liability..."

A.3.2.6 Employers' Liability policy limits will be not less than one million ($1,000,000) each accident, one million ($1,000,000) each employee, and one million ($1,000,000) policy limit.

A.3.2.8 Policy limits will be not less than two million ($2,000,000) per claim and two million ($2,000,000) in the aggregate for Professional Liability insurance.

A.3.2.9 Policy limits will be not less than two million ($2,000,000) per claim and two million ($2,000,000) in the aggregate for Pollution Liability insurance.

A.3.2.10 If a Combined Professional Liability and Pollution Liability insurance policy is procured, policy limits will be not less than five million ($5,000,000) per claim and five million ($5,000,000) in the aggregate.

A.3.2.11 Policy limits will be not less than one million ($1,000,000) per claim and two million ($2,000,000) in the aggregate for maritime liability risks insurance.

A.3.2.12 Policy limits will be not less than one million ($1,000,000) per claim and one million ($1,000,000) in the aggregate for manned or unmanned aircraft insurance.

A.3.3.2.2 Railroad Protective Liability Insurance is not required and therefore A.3.3.2.2 is not selected.

A.3.3.2.5 After the word "owned" add the words "and rented".

A.3.3.2.6 Add the following other insurance coverage to A.3.3.2.6:

Should the Contractors subcontractors or its lower tier subcontractor' s work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger' s Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than one million ($1,000,000).

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and Conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Add the following sections to article A.4:

A.4.1 Nonwaiver of Governmental Immunities

All liability policies which include the Owner as an additional insured shall include a governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

A.4.1.1 Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

A.4.1.2 Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

A.4.1.3 Assertion of Government Immunity. The Owner shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Owner.

A.4.1.4 Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

A.4.1.5 No Other Change in Policy. The insurance carrier and the Owner agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

A.4.2 Additional Insured Endorsement

The Additional Insured Endorsement shall include the following provisions:

A.4.2.1 The Owner, including all its elected and appointed officials, all its employees and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the contractor's work and services performed for the Owner. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage by primary, contributing or excess.

A.4.2.2 The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

A.4.3 Other Special Requirements and Endorsements

A.4.3.1 The Contractor's policies required under this Agreement shall include a Cancellation and Material Change Endorsement substantially like the following: Thirty (30) days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and ten (10) days written Notice of Non-payment of Premium, shall be sent to the Owner at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

A.4.3.2 The Contractor's commercial general liability (CGL) policy shall include a per project endorsement providing that the limits of such insurance specified in the Contract Documents shall apply to the Project without erosion of such limits by other claims or occurrences.

A.4.3.3 Additional insured coverage afforded to the Owner pursuant to the Contractor's CGL policy shall apply as primary insurance and the Owner's liability insurance shall apply as excess.

A.4.3.4 The Contractor's CGL policy shall be endorsed to specify that any person or organization that the named insured has agreed in writing to name as an additional insured is entitled to coverage as an additional insured under this policy.

A.4.3.5 Prior to commencing work on the Project, Contractor shall provide the Owner with a certificate of insurance reflecting the Owner's status as an additional insured and a summary of coverage provided under the Contractor's CGL and umbrella policies. In addition, the Contractor shall provide the Owner with a copy of his CGL and umbrella policies applicable to the Project, including a copy of the endorsement pursuant to which the owner is afforded additional insured status, within seven (7) days of issuance by the insurer.

A.4.3.6 Certificate of Insurance shall indicate clearly the Bid Package Number and Description.

**END OF SECTION**

**SECTION 00 6325**

**SUBSTITUTION REQUEST FORM - DURING CONSTRUCTION**

**TO:** _____

PROJECT: CCACSD - Oak Hill Elementary Playground

OWNER: Clear Creek Amana Community School District

A/E: Shive-Hattery, Inc.

BID DATE: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

DRAWING NO.: _____ DRAWING NAME: _____

| SPEC SECT. | SPEC NAME | PARAGRAPH | SPECIFIED ITEM |
|---|---|---|---|
| _____ | _____ | _____ | _____ |

Proposed Substitution:

_____

_____

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit, with request, all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

Signature: _____

Title: _____

Firm: _____

Address: _____

Telephone:_____ Date:_____

Signature shall be by person having authority to legally bind the firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

FOR USE BY Architect/Engineer:

__ Accepted __ Accepted as Noted __ Not Accepted __ Received Too Late

Date: _____

FILL IN BLANKS BELOW

Does the substitution affect dimensions shown on Drawings? Yes No
If Yes, clearly indicate changes:

_____
_____
_____

Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes No
If No, fully explain:

_____
_____
_____

What effect does substitution have on other Contracts or other trades?

_____
_____
_____

What effect does substitution have on construction schedule?

_____
_____
_____

Manufacturer's warranties of the proposed and specified items are: _____ Same _____Different
(Explain on Attachment)
Reason for Request:

_____
_____
_____

Itemized comparison of specified item(s) with the proposed substitution. List significant variations:

_____
_____
_____

Accurate cost data comparing proposed substitution with product specified:

_____
_____

Designation of maintenance services and sources:

_____
_____

(ATTACH ADDITIONAL SHEETS IF REQUIRED)

**END OF SECTION**

## SECTION 00 7100
## CONTRACTING DEFINITIONS

### PART 1 GENERAL

1.1 APPLICABILITY: THESE DEFINITIONS ARE INTEGRAL TO THE AGREEMENT.

1.2 DEFINITIONS - DESIGN-BUILD DOCUMENTS

A. Contract Documents: As defined in the Conditions of the Contract and as follows:

1. At the time of execution of the Agreement, Contract Documents consist of the following:

a. The Agreement and Conditions of the Contract, and other documents listed on the Table of Contents under the heading Contracting Requirements.

2. From time to time after execution of the Agreement, upon approval by the Owner, the following types of documents will be incorporated into Contract Documents:

a. Drawings and other documents documenting the design.

b. Construction drawings and specifications detailing the execution of the design.

B. Project Program: The Owner's requirements for size, arrangement, organization, and location of functional spaces, description of space functions, identification of fittings, equipment, and furnishings, description of the physical and environmental requirements for each space, together with a description of the image, goals, or "mission" of the project.

1.3 DEFINITIONS - TIME PERIODS AND MILESTONE DATES

A. Preliminary Design: The time period during which the design criteria are finalized and preliminary drawings and written descriptions are prepared to illustrate the proposed design of the work or a portion of the work to the Owner, as described in the Conditions of the Contract.

B. Design Development: The time period during which the form, arrangement, size, and materials of the work or a portion of the work are determined as described in the Conditions of the Contract.

C. Construction Documents: The time period during which process working drawings, specifications, and other documents describing the work or a portion of the work are prepared in sufficient detail to allow accurate and complete construction.

D. Construction: The time period from the beginning of work on the project site until final payment as defined by the Conditions of the Contract.

E. Substantial Completion: The date as defined in the Conditions of the Contract. Date of Substantial Completion is the due date for the following:

1. Design-Builder's complete punchlist of items to be completed.

2. Owner's complete punchlist of items to be completed.

3. Compliance with requirements of governing authorities, for submittals, inspections, and permits.

4. Compliance with Owner's requirements for access to areas occupied by the Owner.

F. Closeout: The time period during which all details of both construction and commissioning are completed.

1. The Closeout period is the time from Date of Substantial Completion until final payment, both as defined by the Conditions of the Contract.
2. Before and during the Closeout period, the Owner will ascertain whether the completed project complies with Contract Documents.

G. Occupancy: The time period during which the project is occupied for its intended purpose.

1. The Occupancy period begins at Date of Substantial Completion, as defined by the Conditions of the Contract.

H. Correction Period: The time period defined by the Conditions of the Contract.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 00 7200

## GENERAL CONDITIONS

### FORM OF GENERAL CONDITIONS

AIA A201-2017 "General Conditions of the Contract for  Construction" is the General Conditions between the Owner and the Contractor and is hereby made a part of these documents to the same extent as if bound herein.  The document can be purchased from the American Institute of Architects state office as follows:

| |
|---|
| AIA Iowa |
| 400 Locust Street, Suite 100 |
| Des Moines, IA 50309 |
| Phone: 515-244-7502 |
| Fax: 515-244-5347 |
| www.aiaiowa.org |

RELATED REQUIREMENTS

Section 00 7300 - Supplementary Conditions.
Section 01 4216 - Definitions.

**END OF SECTION**

**SECTION 00 7300**
**SUPPLEMENTARY CONDITIONS**

## ARTICLE 1: GENERAL PROVISIONS

General Supplement: The use, sale possession and/or storage of firearms are NOT allowed at any time on any school district property, which includes school district parking lots, roadways, and recreation areas.

## ARTICLE 2: OWNER

2.1 GENERAL

Add the following Clause 2.1.1.1 to Section 2.1.1:

2.1.1.1 The Owner is:

| | |
|---|---|
| Name: | Clear Creek Amana Community School District |
| Address: | 1486 Highway 6 NW, PO Box 487, Oxford, Iowa 52322 |
| Telephone: | 319-828-4510 |
| | |

Add the following Clause 2.1.1.2 to Section 2.1.1:

2.1.1.2 The Owner's Authorized contract Representative is:

| | |
|---|---|
| Name: | Maury Gallagher |
| Title: | Buildings and Grounds Director |
| Address: | 1486 Highway 6 NW, PO Box 487, Oxford, Iowa 52322 |
| Telephone: | 319-622-6255 |
| Email: | maurygallagher@ccasschools.org |

## 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Section 2.3.2 and substitute the following Section 2.3.2:

2.3.2 The "Architect" is defined in this Contract as the Engineer or Architect lawfully licensed to practice architecture or engineering or an entity licensed to lawfully practice architecture or engineering in the jurisdiction where the project is located and identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number. The term "Engineer," "Architect/Engineer," "Engineer/Architect," "Architect's authorized representative," "Engineer's authorized representative," or "Architect/Engineer's authorized representative" shall mean "Architect" as defined in this Section.

Delete Section 2.3.6 and substitute the following Section 2.3.6:

2.3.6 Following award of the general contract, the Architect will furnish to the Contractor One (1) electronic copy (in PDF format) of the Contract Documents (Drawings, Specifications and each addendum issued during the bid period) for use in the execution of the work. The Contractor is responsible to reproduce and distribute the construction documents during the course of the work, including reproduction and distribution for the project sub-contractors, sub-subcontractors, installers, vendors, fabricators, suppliers and other persons and/or entities who will perform the work. Reproduction, equipment, delivery, postage, shipping, and handling costs are the responsibility of the Contractor. The Contactor is responsible to execute digital data release forms, as provided by the Architect, prior to the distribution of electronic design documentation which includes CAD files that are provided to the Contractor by the Architect at the Contractor's request. The Contractor is responsible to incorporate addenda changes, issued during the bid period, into the contract drawings and specifications.

## ARTICLE 3: CONTRACTOR

### 3.2 REVIEW OF CONTRACT DOCUMENTS & FIELD CONDITIONS BY CONTRACTOR

Add the following sentence to the end of 3.2.2:

3.2.2 The Contractor also represents that all Contract Documents for the Project have been examined, including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

Add the following Section 3.2.5 to Section 3.2:

3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's Requests For Information (RFI) that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections 3.3.4 and 3.3.5:

3.3.4 The Owner reserves the right to retain ownership to any materials or equipment that is part of the existing facility. If material or equipment is to be removed from the site, the Contractor shall detach such items and before removing from site, obtain permission from the Owner, or his designee, to do so. All items not retained by Owner shall be removed in a proper manner by the Contractor.

3.3.5 The Contractor shall submit to the Owner before construction begins one copy of Material Safety Data Sheets of hazardous substances to be stored on the Owner's premises or incorporated in the performance of this contract. The Contractor shall also keep Material Safety Data Sheets posted at the work site for all substances while these substances are on the Owner's premises. Hazardous substances shall be any substance which is covered by Law (Right to Know Rules).

## 3.4 LABOR AND MATERIALS

Add the following sentence to the end of 3.4.1:

3.4.1 Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be included in the Contract Sum.

Add Sections 3.4.4 through 3.4.8:

3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Specifications, Division 01, General Requirements.

3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for the specified product;

3. Certifies that the cost data presented in the substitution request is complete and includes all related costs under this Contract except the Architect/Engineer's review and/or redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at the Contractor's expense.

3.4.6 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

3.4.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect or Architect's Consultants to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Contract Documents made necessary by the Owner's acceptance of such substitutions.

3.4.8 The Contractor, and its subcontractors, shall conform to local labor laws of the State in which the project resides. Prior to starting Work, the Contractor shall become familiar with local labor and trade conditions, skilled and unskilled, and shall conform to the local conditions. The Contractor shall consider the availability of labor in the area and import labor as may be required, at the Contractor's expense, to meet the Schedule for the Work.

## 3.6 TAXES

Delete the language in Section 3.6 and substitute the following Sections:

3.6.1 This Project is exempt from State and local sales and use taxes on sales of building materials and fixtures to construction contractors for incorporation into real estate for governmental bodies of the State of Iowa. The Contractor shall continue to pay sales tax on items that do not become a part of the Project. For details, refer to https://tax.iowa.gov/iowa-contractors-guide.

3.6.2 The Owner as a designated exempt entity will complete an online application to register this Project with the Iowa Department of Revenue and Finance. The Owner will distribute Tax Exemption Certificates and Authorization Letters to the Contractor and all Subcontractors who have been identified at, or before filing of the Performance Bond.

3.6.3 On or before the time the Performance Bond is filed, the Contractor shall provide a listing to the Owner identifying all Subcontractors. Contractor and Subcontractors shall make copies of the Tax Exemption Certificate and provide a copy to each supplier providing construction material. This Certificate will allow the Contractor and Subcontractors to purchase qualified building materials free from sales tax for the Project. The Tax Exemption Certificate and Authorization Letter have been developed exclusively for this purpose and are applicable only for this specific Project.

3.6.4 If the online registration is not available at the time The Contract is approved by the Owner, the Owner will notify the Contractor, in writing, and the cost of sales tax on all construction materials used for the Project will be added to the Contract Sum. The Contractor shall then submit Form 35-002 to the Owner for Iowa sales/use tax paid.

3.6.5 Payment will be made in accordance with the payment provisions set out in these specifications and the Advertisement for Bids and Notice of Public Hearing. Notwithstanding anything in these specifications and the Advertisement for Bides and Notice of Public Hearing to the contrary, no Final Payment shall be released until Form 35-002 has been filed with the Owner, where applicable, and all lien waivers are on file.

3.6.6 Notwithstanding anything herein to the contrary, Contractor shall file with Owner forms contemplated by the Iowa Code enabling Owner to apply for a refund for any sales or use tax paid in carrying out the work.

## 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Delete Section 3.7.5 and substitute the following Section 3.7.5:

3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains, burial markers, archeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains and features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

Add Clauses 3.7.5.1 through 3.7.5.3 to Section 3.7.5:

3.7.5.1 Upon securing building permits, any plan reviews and fees which may be required by the State or Local Jurisdiction Having Authority in which the project resides, such as Fire Alarm and Automatic Sprinkler System, shall be borne by the Contractor.

3.7.5.2 The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. The Contractor is responsible for any costs associated with re-inspection caused by Work that is not in accordance with the requirements of the Contract Documents. In addition, the Contractor is responsible for costs associated with Architectural/Engineering services related to evaluation of the deficiencies and development of an acceptable solution.

3.7.5.3 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect/Engineer or Architect/Engineer's Consultants for services related to evaluation of the deficiencies and development of an acceptable solution, including agreed-upon changes in the Contract Documents.

Add the following Section 3.7.6 and associated clauses 3.7.6.1 thru 3.7.6.3:

3.7.6 The State of Iowa, its agencies, and its political subdivisions, including cities, school districts, public partnerships, and public utilities are required by Iowa Code Section 73A.21 to require a reciprocal resident bidder and resident labor force preference.

3.7.6.1 A “Resident Bidder” means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

3.7.6.2 A resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country other than Iowa if that state our foreign country gives or requires any preference to bidders from that state of foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state of foreign county. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

3.7.6.3 If the Contractor is a nonresident bidder, the Contractor is required to specify in the Agreement between the Owner and Contractor whether any preference (as described in 3.7.6.2) is in effect in the nonresident bidder’s state or country at the time of this bid and identify the source of the regulation.

## 3.9 SUPERINTENDENT

Delete Section 3.9.1 and substitute the following Section 3.9.1:

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site whenever two or more subcontractors are performing the Work. The superintendent's absence from the project site when work is being performed does not relieve the Contractor of any responsibility for correctly performing the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

Add the following Section 3.9.1.1

3.9.1.1 The Contractor shall employ an assistant to the superintendent who shall perform as coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting, and coordinating Drawings, Specifications, and shop drawings pertaining to these systems and other systems that may affect or be affected by these systems. The coordinator shall assist the Superintendent in arranging space conditions to eliminate interferences between mechanical, electrical, plumbing, structural, architectural, fire protection, and other systems and Work and shall supervise preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery and installation of mechanical and electrical equipment, and Owner furnished items if any.

## 3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE

Delete the last sentence of Section 3.10.2 so that the Section now reads:

3.10.2 The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

## 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following Section 3.12.11:

3.12.11 The Architect's and its Consultants' review of Contractor's submittals will be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after written notification to the Contractor and Owner by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

## 3.13 USE OF SITE

Add the following Sections 3.13.1 and 3.13.2:

3.13.1 MANDATORY BACKGROUND CHECKS: If selected to provide products and/or services to the School District (herein known as the Owner), the vendor is required to participate in the School District's mandatory background check protocol for any individual providing products and/or performing services on School District property.

The background check application is administered electronically online at the following HTTP address: **https://clearcreekamanscsdcontractors.quickapp.pro/**

There is a $35 processing fee for each application. The Contractor is responsible for this cost.

When applying online, the individual is to provide contact information for the person responsible for the $35 processing fee.

***Prior to start of the construction, the Contractor is to provide a list of their subcontractors/vendors and a main point of contact for each subcontractor/vender (name, phone number and e-mail address). The list shall be submitted to the Owner and be used as a point of contact during the badging process and associated invoicing.***

The School District will typically notify the individual of approval or rejection within 2-3 business days following submission of the background check application; however, this duration may vary depending upon the applicant.

The School District will provide, to the vendor, a badge for each individual approved during the background check process. The badge will include the name and a photo of the individual authorized to provide products and/or perform services on School District property, and the school year for which the authorization is valid. This badge is required to be presented to School District personnel upon request and must be worn by the individual at all times while on School District property. Once an individual completes the background check protocol, as identified in this section, and receives a corresponding badge, as issued by the school district, the badge will be allowed to be used by the approved individual for the duration of the construction project. No individuals who are <u>not</u> approved or awaiting approval by the School District are permitted to provide any products to, and/or perform any services for, the School District on School District property. Vendors who fail to comply with these requirements are subject to immediate termination at the sole discretion of the School District. Upon approval of a background check, the individual will be notified and be requested to bring a valid photo identification to the School District’s Administration Office for issuance of a badge.

The Contractor is responsible to coordinate the background check process with the School District as procedures and protocols are subject to modification due to changes in security, safety and/or health environments.

3.13.2 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. All interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the Progress Schedule and the Contractor shall additionally give the Owner sufficient advanced written notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely written notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

3.13.3 The Contractor, any subcontractor, supplier, vendor or anyone else for whom the Contractor is responsible, shall not bring on the site any asbestos, PCB's, petroleum, hazardous waste or radioactive materials, except for proper use in performing the Work.

3.13.4 For purposes of this specification, "VENDOR" shall be defined as a contractor and any representative or employee of a contractor, sub-contractor, sub-sub-contractor, or vendor who receives an award of contract to provide products and/or services on School District property.

3.13.5 Any unapproved persons who desire to conduct a site visit or attend meetings on School District property prior to the award of a contract for a project must sign in at the meeting or at the School District property and then be accompanied by a District employee or designated representative of the School District during the duration of the site visit or meeting.

**3.14 CUTTING AND PATCHING**

Delete Section 3.14.1 and replace with the following:

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Contractor shall be responsible for cutting and patching not specifically indicated on the drawings, but required for completion of their Work. No structural member shall be cut unless approved by the Architect or Architect's Consultants. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**ARTICLE 4: ARCHITECT**

**4.1 GENERAL**

Add the following clause 4.1.1.1 to section 4.1.1:

4.1.1.1 The Architect is:

| | |
|---|---|
| Name: | Shive-Hattery, Inc. |
| Address: | 4125 Westown Pkwy, Suite 100, West Des Moines, IA 50266 |
| Phone: | 515-223-8104 |
| Project Contact Person: | Cara Lindell, Project Coordinator |
| Contact Person Email: | clindell@shive-hattery.com |

**4.2 ADMINISTRATION OF THE CONTRACT**

Add Clause 4.2.2.1 to Section 4.2.2:

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for such site visits.

Add the following sentence to the end of Section 4.2.13:

4.2.13 The term aesthetic effect includes, but is not limited to color, texture, profile, and relationship of masses.

## ARTICLE 5: SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Section 5.2.1 and substitute with the following Section 5.2.1:

5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within seven (7) calendar days after award of the contract and prior to execution of the contract, shall notify the Owner and Architect of the persons or entities (proposed for each principal portion of the work including those who are to furnish materials or equipment fabricated to a special design). After receipt of the information the Architect may notify the contractor within seven (7) calendar days whether or not the Owner or the Architect, after due investigation, (1) has reasonable objection to any such proposed person or entity, or (2) requires additional time and/or information to complete the review. Failure of the Architect to reply within this time period shall constitute notice of no reasonable objections.

## ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No Supplements

## ARTICLE 7: CHANGES IN THE WORK

### 7.1 GENERAL

Add the following Section 7.1.4 and associated clauses 7.1.4.1 thru 7.1.4.9:

7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

7.1.4.1 For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.

7.1.4.2 For the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due the Subcontractors.

7.1.4.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 15 percent of the cost.

7.1.4.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

7.1.4.5 The maximum allowable combined overhead and profit passed through to the Owner under any circumstances shall be a maximum of 25 percent.

7.1.4.6 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

7.1.4.7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their property can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Itemize labor by trade, tasks, hour quantities and labor rates. Itemize materials by product, quantity and unit price. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over $500 be approved without such itemization.

7.1.4.8 The Contractor represents that proposals will include all related costs prior to presentation to the Owner or Architect for consideration.

7.1.4.9 The Architect's review of the Contractor's proposals will be limited to one initial submittal and one re-submittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation and response to additional re-submittals, wherein the first two submittals were not prepared in accordance with the Contract Documents.

**7.2 CHANGE ORDERS**

Add the following Section 7.2.2:

7.2.2 The forms used to process a Change Order will include AIA Document AIA G701, Change Order.

**ARTICLE 8: TIME**

**8.1 DEFINITIONS**

Delete Section 8.1.4 and substitute the following Section 8.1.4:

8.1.4 The term "Day" as used in the Contract Documents shall mean working day, excluding weekends and legal holidays.

**8.2 PROGRESS AND COMPLETION**

8.2.2 Delete the word "knowingly" in the first sentence.

8.2.3 Revise the end of the sentence after "Substantial Completion" as follows:

"...and Final Completion within the Contract Times specified."

## ARTICLE 9: PAYMENTS AND COMPLETION

### 9.3 APPLICATION FOR PAYMENT

Delete Section 9.3.1 and substitute the following Section 9.3.1:

9.3.1 At least 30 (thirty) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers. If the Contract Documents require the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained.

Add the following sentence to Section 9.3.1:

9.3.1 The form of Application for Payment shall be a notarized current edition of AIA Document AIA G702 , Application and Certification for Payment, supported by current edition of AIA Document AIA G703, Continuation Sheet.

### 9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following Section 9.6.1:

9.6.1 After the Architect has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract Documents and in accordance with Iowa Code Chapters 26 and 573, latest edition.

Delete the first two sentences of Section 9.6.4 so that it reads as follows:

9.6.4 Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

### 9.8 SUBSTANTIAL COMPLETION

Delete Section 9.8.1 and substitute the following Section 9.8.1:

9.8.1 Substantial Completion is the stage in the progress of the Work as being when any of the following occurs:

1) Completion of the public improvement project or the highway, bridge, or culvert project or when the work on the public improvement or the highway, bridge, or culvert project has been substantially completed in general accordance with the terms and provisions of the contract.

2) The work on the public improvement or on the designated portion is substantially completed in general accordance with the terms of the contract so that the governmental entity or the department can occupy or utilize the public improvements or designated portion of the public improvement for its intended purpose. This subparagraph shall not apply to highway, bridge, or culvert projects.

3) The public improvement project or the highway, bridge, or culvert project is certified as having been substantially completed by either of the following:

(a) The Architect or Engineer authorized to make such certification.
(b) The authorized contract representative.

4) The governmental entity or the department is occupying or utilizing the public improvement for its intended purpose. This subparagraph shall not apply to highway, bridge, or culvert projects.

Add the following Clause 9.8.3.1 to Section 9.8.3:

9.8.3.1 The Architect will perform no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for the amounts paid to the Architect for any additional inspections.

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

Add the following Clause 9.10.1.1 to Section 9.10.1:

9.10.1.1 The Architect will perform no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for the amounts paid to the Architect for any additional inspections.

Delete Section 9.10.2 and substitute the following Section:

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect. (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Add the following Section 9.10.6:

9.10.6 Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:

1) Letter of Final Completion from Contractor

2) Contractor's Affidavit of Payment of Debts and Claims - AIA G706

3) Contractor's Affidavit of Release of Liens - AIA G706A

4) Consent of Surety to Final Payment

5) Non-Resident Contractors - Release from the Department of Revenue

6) Guarantees / Warranties

7) Building Permit(s)

8) Certificate of Occupancy

9) Affidavits

10) Lien Waivers

11) Contractor Prepared Record Drawings / As-Built Drawings

1) Operation & Maintenance manuals

13) Hazardous Waste Materials logs, disposal documentation, and/or other required documentation

14) Letter of certification that no known asbestos-containing building materials or lead-based paint were provided or installed in the Work

15) Other documentation as required by the contract documents.

Add the following Section 9.10.7 and Clauses 9.10.7.1 thru 9.10.7.4:

9.10.7 The following clauses are in accordance with Iowa Code, Chapter 26, Section 26.13, Early Release of Retainage, and are reiterated here for reference. Other provisions of Chapter 26, Chapter 573, and other applicable Chapters of the Code also apply:

9.10.7.1 At any time after all work on the project is substantially completed, the Contractor may request the release of all or part of the retained funds owed. The request shall be accompanied by a sworn statement of the Contractor that, ten (10) calendar days prior to filing the request, notice was given as required by Section 7 (of Chapter 26) to all known subcontractors, sub-subcontractors and suppliers.

9.10.7.2 Except as provided under Section 3 (of Chapter 26), upon receipt of such request, the Owner shall release all or part of the retained funds. Retained funds that are approved as payable shall be paid at the time of the next monthly payment or within 30 days, whichever is sooner. If partial retained funds are released pursuant to a Contractor's request, no retained funds shall be subsequently held based on that portion of the work. If within 30 days of when payment becomes due the Owner does not release the retained funds due, interest shall accrue on the amount of retained funds at the rate of interest that is calculated as the prime rate plus one percent per year as of the day interest begins to accrue until the amount is paid.

9.10.7.3 If labor and/or materials are yet to be provided at the time the request for the release of the retained funds is made, an amount equal to 200% of the value of the labor and/or materials yet to be provided, as determined by the Owner, may be withheld until such labor and/or materials are provided.

9.10.7.4 An itemization of the labor and/or materials yet to be provided, or the reason that the request of retained funds is denied, shall be provided to the Contractor within 30 calendar days of the receipt for release of retained funds.

## 9.11 LIQUIDATED DAMAGES

Add the following Section 9.11 to Article 9:

9.11 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner for any extra costs necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial Completion required by the Agreement including (but not limited to) expenses for temporary structures, facilities, utilities, security systems, transportation, any extra Owner provided or subcontracted labor and materials, engineering or architectural services, construction observation services and related expenses. Such costs are in no way a penalty, but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

## 10.2 SAFETY OF PERSONS AND PROPERTY

Delete Section 10.2.2 and substitute the following Section 10.2.2:

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, regulations and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss. This requirement also includes compliance with Iowa's Smoke Free Air Act and Iowa's Sex Offender law which no longer allows registered sex offenders to be on school property without the school's permission. ***Refer to the Acknowledgment and Certification document 00 7300.01 that all Contractors, Subcontractors, and Vendors must sign.***

Delete Section 10.2.4 and substitute the following Section 10.2.4:

10.2.4 When use, handling, and/or storage of explosives or other hazardous materials or equipment or unusual methods is necessary for execution of the work, the Contractor shall give the Owner reasonable advance notice and shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel.

### 10.3 HAZARDOUS MATERIALS

Add the following sentence to Section 10.3.4:

10.3.4 No product containing asbestos, Polychlorinated Biphenyl (PCB), lead-based materials or any other hazardous material identified by the United State Environmental Protection Agency shall be incorporated into the Work.

## ARTICLE 11: INSURANCE AND BONDS

### 11.1 CONTRACTOR'S INSURANCE AND BONDS

Add the following paragraphs to Section 11.1.2

11.1.2.1 The Contractor shall deliver the required bonds to the Owner not later than seven (7) days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.1.2.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

11.1.2.3 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost shall be included in the Contract Sum. The amount of each bond shall be equivalent to 100 percent (100%) of the Contract Sum.

11.1.2.4 This bond shall be binding on all parties from date of issuance and for a period of two (2) years after the date of Substantial Completion.

### 11.2 OWNER'S INSURANCE

Add the following Clause 11.2.4 to Section 11.2:

11.2.4 The Insurance required by section 11.2 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverages for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.

## ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

Modify subparagraphs 12.2.2.1, 12.2.2.2, and 12.2.2.3 as follows:

Substitute "two years" for "one year"

Add the following Clause 12.2.2.4 to Section 12.2.2:

12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

## ARTICLE 13: MISCELLANEOUS PROVISIONS

### 13.1 GOVERNING LAW

Delete the language in Section 13.1 and substitute the following language:

13.1 The Contract shall be governed by the law of the place where the Project is located.

### 13.5 INTEREST

Delete Section 13.5.and substitute the following Section 13.5:

13.5 Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 74A.2 and 573.12, Code of Iowa, latest revision.

**ADD THE FOLLOWING SECTIONS TO ARTICLE 13:**

### 13.6 EQUAL EMPLOYMENT OPPORTUNITY

Add the following subparagraphs to 13.6:

13.6.1 The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, marital status, physical or mental handicap. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

### 13.7 NICOTINE FREE ZONE

Add the following subparagraph to 13.7:

13.7.1 Nicotine is not allowed on the Owner’s premises which includes personal or company vehicles parked on the Owner’s property.

### 13.8 SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION

Add the following subparagraphs to 13.8:

13.8.1 Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all sub-contractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.

13.8.2 The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this Document). No worker of the Contractor, sub-contractors, suppliers or vendors will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.

13.8.3 It shall be the responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the sub-contractor, supplier and vendor list shall be provided to the Architect within three (3) days after any additional entities are contracted with by the Contractor.

## ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

No Supplements

## ARTICLE 15: CLAIMS AND DISPUTES

### 15.1 CLAIMS

Delete Section 15.1.2 in its entirety and substitute the following Section 15.1.2 and Clauses 15.1.2.1 thru 15.1.2.3:

15.1.2 Time Limits on Claims - As between the Owner and the Contractor, the commencement of the statutory limitation period shall be as follows:

15.1.2.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

15.1.2.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

15.1.2.3 After Final Certificate of Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

Add Clauses 15.1.5.3 and 15.1.5.4 to Section 15.1.5:

15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

## 15.2 INITIAL DECISION MAKER

Delete last sentence of Section 15.2.5 and substitute the following:

15.2.5 "If the parties do not mutually agree with the decision of the Initial Decision Maker, then resolution shall be subject to litigation, unless an alternative dispute resolution process such as mediation or arbitration is mutually agreeable to by the parties involved in the dispute."

Delete Section 15.2.6.

Delete Sections 15.3 and 15.4 in their entirety.

**END OF SECTION**

**SECTION 00 7300.01**

**SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION**

_____ ("Company") is providing services to the

_____ School District ("District") as a vendor, supplier, or contractor or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated:_____

_____
[name of vendor/supplier/contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

**END OF SECTION**

## SECTION 01 1000
## SUMMARY

### PART 1 GENERAL

1.1 PROJECT

A. Project Name: CCACSD - Oak Hill Elementary Playground

B. Architect's Name: Shive-Hattery, Inc.

C. The Project consists of A new playground is proposed to be installed on an existing concrete pad on the south side of the school. The project area is roughly 95 feet x 75 feet. Synthetic playground turf with safety surfacing will be installed over most of the concrete pad, while maintaining a paved walking path on all four sides of the playground. Various independent play and musical interactive equipment will be part of the playground. The project also includes two shade canopies.

1.2 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.3 DESCRIPTION OF ALTERATIONS WORK

A. Scope of alterations work is indicated on drawings.

1.4 PROJECT SCHEDULE

A. The project schedule is defined in the Advertisement for Bids.

1.5 OWNER OCCUPANCY

A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.6 CONTRACTOR USE OF SITE AND PREMISES

A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. Construction Operations: Limited to areas noted on Drawings. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Locate and conduct construction activities in ways that will limit disturbance to site.

C. Arrange use of site and premises to allow:

1. Owner occupancy. Allow for Owner occupancy of Project site and use by the public.

D. Provide access to and from site as required by law and by Owner:

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
2. Do not obstruct roadways, sidewalks, or other public ways without permit.
3. Driveways and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, or emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

E. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

F. Time Restrictions: Work shall be generally performed inside the existing building during normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, except otherwise indicated.

1. Limit conduct of especially noisy exterior work to the hours of 8:00 a.m. to 7:00 p.m..
2. Weekend Hours: Notification to Owner of at least 72 hours.
3. Early Morning Hours: Coordinate with Owner.

G. Utility Outages and Shutdown:

1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
3. Limit shutdown of utility services to 8 hours at a time, arranged at least 24 hours in advance with Owner.
4. Prevent accidental disruption of utility services to other facilities.
5. Notify Architect not less than two days in advance of proposed utility interruptions.
6. Do not proceed with utility interruptions without Architect's written permission.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 01 2000
## PRICE AND PAYMENT PROCEDURES

### PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

1.2 RELATED REQUIREMENTS

A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.

1.3 SCHEDULE OF VALUES

A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect/Engineer for approval.

B. Forms filled out by hand will not be accepted.

1.4 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect/Engineer for approval.

C. Forms filled out by hand will not be accepted.

D. Execute certification by signature of authorized officer.

E. Submit one electronic copy of each Application for Payment.

**END OF SECTION**

## SECTION 01 2200
## UNIT PRICES

### PART 1 GENERAL

1.1 SECTION INCLUDES

A. Measurement and payment criteria applicable to portions of Work performed under a unit price payment method.

1.2 RELATED REQUIREMENTS

A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.

B. Document 00 4100 - Bid Form: Additional information and requirements.

C. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

D. The Contractor is responsible for cross-checking all specification sections for requirements, information and/or procedures associated with this specification section and coordinate the work.

1.3 AUTHORITY

A. Measurement methods delineated in the individual specification sections complement the criteria of this section or as stated in Specification Section 00 4100 – Bid Form. In the event of conflict, the requirements of the individual specification sections govern.

B. Take all measurements and compute quantities. The Architect/Engineer verify measurements and quantities.

C. Assist by providing necessary tools, equipment, workers and survey personnel as required.

1.4 COSTS INCLUDED

A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.5 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work and verified by the Architect/Engineer will determine the payment amount.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

1.6 MEASUREMENT OF QUANTITIES

A. Measurement Devices:

1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.

2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.

B. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

D. Measurement by Area: Measured by square dimension using mean length and width or radius.

E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

F. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.7 PAYMENT

A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services, and incidentals; erection, application, or installation of an item of the Work; overhead and profit. The Architect/Engineer and/or Owner may request an itemized break-out of the costs of the work performed for verification.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Architect/Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

C. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected Products.

1.8 DEFECT ASSESSMENT

A. Replace Work, or portions of the Work, not complying with specified requirements.

1.9 SCHEDULE OF UNIT PRICES

A. Refer to Specification Section 00 4100 – Bid Form for a schedule of unit prices associated with this project.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 01 2500
## SUBSTITUTION PROCEDURES

### PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.2 RELATED REQUIREMENTS

A. Section 00 4325 - Substitution Request Form: Required form for substitution requests made prior to award of contract (During procurement).

B. Section 00 6325 - Substitution Request Form - During Construction: Required form for substitution requests made after award of contract (During construction).

C. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.

D. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.3 DEFINITIONS

A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.

a. Unavailability.

b. Regulatory changes.

2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.

a. Substitution requests offering advantages solely to the Contractor will not be considered.

### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.

2. Agrees to provide the same warranty for the substitution as for the specified product.

3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Agrees to reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.

1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.

D. Limit each request to a single proposed substitution item.

1. Submit an electronic document, combining the request form with supporting data into single document.

3.2 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. Submittal Time Restrictions:

B. Submittal Form (before award of contract):

1. Submit substitution requests by completing the form in Section 00 4325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.3 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Submittal Form (after award of contract):

1. Submit substitution requests by completing the form in Section 00 6325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.

B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect/Engineer, in order to stay on approved project schedule.

C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect/Engineer, in order to stay on approved project schedule.

1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
3. Bear the costs engendered by proposed substitution of:

a. Owner's compensation to the Architect/Engineer for any required redesign, time spent processing and evaluating the request.

b. Other construction by Owner.

c. Other unanticipated project considerations.

D. Substitutions will not be considered under one or more of the following circumstances:

1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
2. Without a separate written request.
3. When acceptance will require revisions to Contract Documents.

3.4 RESOLUTION

A. Architect/Engineer may request additional information and documentation prior to rendering a decision. Architect will request information or documentation within 7 days of receipt of a request for substitution.

B. Architect/Engineer will notify Contractor in writing of decision to accept or reject request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

3.5 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.6 CLOSEOUT ACTIVITIES

A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

**END OF SECTION**

## SECTION 01 2600
## CONTRACT MODIFICATION PROCEDURES

### PART 1 GENERAL

1.1 SECTION INCLUDES

A. Minor Changes in the Work

B. Proposal Requests

C. Change Order Procedures

D. Construction Change Directive

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, as a Software Generated "Architect's Supplemental Instruction".

1.4 PROPOSAL REQUESTS

A. Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within time specificed in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

c. Include costs of labor and supervision directly attributable to the change.

d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section 01 6000 "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use Software-Generated Proposal Request.

C. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.

D. Unit Price Change Order: For predetermined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute Work under a Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

E. Construction Change Directive: Architect/Engineer may issue a directive, on AIA Form G714 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

F. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.

G. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

H. Change Order Forms: Software-Generated Change Order form provided by Architect. A sample form is available upon request.

I. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document A714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01 3000
## ADMINISTRATIVE REQUIREMENTS

### PART 1 GENERAL

1.1 SECTION INCLUDES

A. General administrative requirements.

B. Preconstruction meeting.

C. Pre-installation meeting.

D. Progress meetings.

E. Construction progress schedule.

F. Submittals for review, information, and project closeout.

G. Number of copies of submittals.

H. Requests for Interpretation (RFI) procedures.

I. Submittal procedures.

J. Administrative and supervisory personnel

K. Requests for information (RFI).

1.2 RELATED REQUIREMENTS

A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.

B. Section 01 6000 - Product Requirements: General product requirements.

C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

D. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 REFERENCE STANDARDS

A. AIA G810 - Transmittal Letter.

1.4 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

B. Make the following types of submittals to Architect/Engineer:

1. Requests for Interpretation (RFI).
2. Requests for substitution.
3. Shop drawings, product data, and samples.
4. Test and inspection reports.
5. Design data.
6. Manufacturer's instructions and field reports.

7. Applications for payment and change order requests.
8. Progress schedules.
9. Coordination drawings.
10. Correction Punch List and Final Correction Punch List for Substantial Completion.
11. Closeout submittals.

1.5 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation, information, or clarification of the Contract Documents.

B. Action Submittals: Written and graphic information that does require Architect's responsive action.

C. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.6 PROJECT COORDINATION

A. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, email addresses, and telephone numbers, including home, mobile, and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

B. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

C. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

D. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

1.9 REQUESTS FOR INFORMATION (RFI)

A. Procedure: Immediately on discovery of the need for information or interpretation of the Contract Documents, prepare and submit a Request for Information (RFI) in the form specified, with a necessary question regarding ambiguities or conflicts in the documents or field conditions, concealed conditions at the site, clarification of a contract requirement, dimensions, or other information for which clarification is required.

1. RFIs shall originate with Contractor, Architect, or Owner. RFIs submitted by entities other than Contractor, Architect, or Owner will be returned with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

3. The Contractor is required to review all RFIs submitted by subcontractor's and suppliers for completeness, accuracy, validity, and justification prior to submission to the Architect. The Contractor can commonly answer subcontractor /supplier RFIs without delegation to the Architect.

4. Promptly submit any RFIs that could result in a delay of the activities on the critical path if the resolution is not obtained promptly. Provide a date on each RFI that the response is required by, in order to not have an impact on the critical path of construction activities.

5. In the case of a condition that requires a change in the work to resolve a conflict or other condition, the Contractor shall include a recommendation for resolution of the condition and submit a separate Change Order Request (COR).

6. The Architect's response to an RFI is not an authorization to proceed with work involving additional cost, time or both. If the response involves additional work the Contractor shall provide the Architect with a complete description of work added and work deleted by the response within seven (7) days of the issued date of the RFI response. If the response involves additional work for which the Contractor will seek an adjustment to the contract sum, time or both, the Contractor shall submit a cost proposal in the form of a Change Order Request (COR) to the Architect. The Contractor shall not proceed with incorporating the response into the work until a Change Order or, Construction Change Directive has been fully executed.

7. Unless notified otherwise by the Contractor, the Architect's RFI response shall have the same effect as the Architect's order for minor changes in the Work. The Contractor will proceed with the Work, and the response will be incorporated into the contract that same as the Architect's written order for minor changes in the Work. Notify the Architect in writing if noted modifications cannot be made due to conflicting circumstances in the field, in other contract documents, or for other reasons.
8. The Contractor shall not incorporate any language into RFIs or Change Proposals that imply future additional costs or delays beyond those fully explained within the document. The Contractor may stipulate conditions or constraints under which the pricing or time may change; however, such conditions or constraints shall not infringe on the Architect’s or Owner’s right to adequate time for review of the issue.
9. The Contractor shall not submit Confirming RFIs, i.e., RFIs requesting confirmation of information already in the contract documents or previously provided, or requesting confirmation to questions previously answered or clarification previously given. Similarly the Contractor shall not submit Repetitive RFIs, i.e., RFIs, wherein the same information is requested more than once, even if phrased in another format or asked in a different manner. Confirming& Repetitive RFIs are considered frivolous.
10. The Contractor shall not retain or suppress RFIs for group submissions. Each individual RFI is to be submitted expeditiously upon occurrence. Numerous RFIs submitted in a short time period will not be considered reasonable, and will result in review times being extended accordingly.
11. The Contractor shall not install any components in locations other than as indicated on the contract documents unless 1) all other affected work has been reviewed and coordinated with the relocation; and 2) the relocation is the resolution for an RFI, including a statement by the Contractor that the relocation has been coordinated with other affected work.
12. The Contractor shall not use an RFI as a means of proposing a deviation, an alternative product, arrangement, or installation for the Contractor's convenience; these proposals shall be submitted as Substitution Requests, and the RFI voided. A contractor-proposed alternative arrangement or installation submitted as an RFI will not become the subsequent basis for a claim by the contractor.
13. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to:
    a. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
    b. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other Owner/Architect-provided information or prior project correspondence or documentation.
    c. Contractor-proposed alternative arrangements or installations for the convenience of the contractor which, upon acceptance, requires the Architect to revise the contract documents.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
    1. Project name.
    2. Date.

3. Name of Contractor.
4. Name of Architect.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature or review stamp.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing information or interpretation. Each RFI shall include sufficient detail for evaluation.
    a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.

D. Architect Action: Architect will review each RFI, determine action required, and return it. Allow an average of ten working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. Some issues may take longer for review, the recipient of the RFI shall notify the sender of the RFI if additional time is required.

1. The following RFIs will be returned without action:
    a. Requests for approval of submittals.
    b. Requests for approval of substitutions or deviations.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.
    f. Incomplete, inaccurate, invalid, and unjustified RFIs or RFIs with numerous errors.
    g. Confirming or Repetitive RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal according to Division 01 Section "Contract Modification Procedures."
    a. If the Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within seven days of receipt of the RFI response.

E. RFI Log: RFI Log will be maintained on the Newforma Info Exchange Site provided by the Architect. The software/site will be used to generate, transmit, log, and receive RFIs and RFI responses on the project. The RFI Log can be exported from the site and used to communicate with other project team members. Software log with not less than the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.1 NEWFORMA INFO EXCHANGE SERVER

A. Newforma Info Exchange server: The Architect will provide the Contractor access to this server to download and upload files via any internet-capable computer running Internet Explorer.

B. Benefits and features of Newforma Info Exchange for the Contractor include:

1. A collaborative submittal log is maintained within Newforma Info Exchange by the Architect and Contractor.
2. Submittal data files transmitted through Newforma Info Exchange bypass the file size limits of email systems.
3. Submittal data files transferred through Newforma Info Exchange are encrypted.
4. Notifications and reminders can be optionally scheduled and expiration dates for documents can be automatically set.
5. CD/DVD disc: The contractor is required to keep backup copies of any data submitted to the Architect in CD/DVD format. The Contractors transmittal letter identifying the project and contents of the disc must accompany the CD/DVD.

C. Exceptions: The following submittals are not to be done electronically.

1. Samples, color charts, original warranties, and notarized affidavits.

### 3.2 PRECONSTRUCTION MEETING

A. Schedule a meeting after Notice of Award.

B. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

C. Attendance Required Authorized Representatives of:

1. Owner.
2. Architect/Engineer and their subconsultants.
3. Contractor and its superintendent; major subcontractors; suppliers, and other concerned parties.

D. Agenda: Discuss items of significance that could affect progress, including the following:

1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Procedure for maintaining Record Documents.
5. Use of premises and existing building.
6. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
7. Submission of initial Submittal schedule.
8. Designation of personnel representing the parties to Contract and their duties.
9. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
10. Scheduling (tentative construction schedule and phasing).
11. Critical work sequencing and long-lead items.
12. Procedures for RFIs.
    a. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
    b. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other owner/architect-provided information or prior project correspondence or documentation.
13. Procedures for testing and inspecting.
14. Work restrictions.
15. Owner's occupancy requirements.
16. Responsibility for temporary facilities and controls.
17. Construction waste management and recycling.
18. Parking availability.
19. Office, work, and storage areas.
20. Equipment deliveries and priorities.
21. Warranties and Warranty requirements.
22. First aid.
23. Safety and Security.
24. Progress cleaning.
25. Working hours.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, Contractor participants, and those affected by decisions made.

3.3 PREINSTALLATION MEETINGS

A. Schedule a meeting at the Project site prior to Contractor occupancy.

B. Attendance Required: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

1. Contractor.
2. Owner.
3. Architect/Engineer.
4. Contractor's superintendent.
5. Major subcontractors.

C. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

1. The Contract Documents.
2. Use of premises by Owner and Contractor.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Temporary facilities and controls.
6. Security and housekeeping procedures.
7. Schedules, including time schedules.
8. Application for payment procedures.
9. Procedures for testing and inspecting requirements.
10. Procedures for maintaining record documents.
11. Incomplete, illegitimate, or frivolous Contractor's requests for information and requests for information that are not prepared in accordance with the Contract Documents.
12. Contractor requests for information where the requested information is available to the Contractor from a careful study and comparison of the contract documents, field conditions, contractor-prepared coordination drawings, other owner/architect-provided information or prior project correspondence or documentation.
13. Related RFIs.
14. Deliveries.
15. Review of mockups.
16. Compatibility problems.
17. Weather limitations.
18. Manufacturer's written recommendations.
19. Warranty requirements.
20. Space and access limitations.

21. Installation procedures.
22. Protection of adjacent work.
23. Protection of construction and personnel.

D. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

E. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect/Engineer, Owner, participants, and those affected by decisions made. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

3.4 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.

B. Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Owner, Architect/Engineer, Contractor Project Manager and Job Superintendent as appropriate to agenda topics for each meeting. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of RFIs log and status of responses.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of progress schedule.
9. Corrective measures to regain projected schedules.
10. Planned progress during succeeding work period.
11. Coordination of projected progress.
12. Maintenance of quality and work standards.
13. Effect of proposed changes on progress schedule and coordination.
14. Access.
15. Site utilization.
16. Temporary facilities and controls.
17. Work hours.
18. Hazards and risks.
19. Progress cleaning.
20. Status of correction of deficient items.
21. Field observations.

22. RFIs.
23. Status of proposal requests.
24. Status of Change Orders.
25. Pending claims and disputes.
26. Documentation of information for payment requests.
27. Other business relating to work.

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

3.5 PROJECT CLOSEOUT CONFERENCE

A. Schedule the conference to review requirements and responsibilities related to project closeout. Set a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of substantial completion.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and their superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
   a. Procedures required prior to Substantial Completion Inspection and Final Completion Inspection.
      1) Procedure to request Architect review to determine the date of of Substantial Completion.
      2) Preparation and submission of Contractor's punch list.
      3) Architect's process for Substantial Completion review and preparation of the supplemental and final punch lists.
   b. Procedures for processing Applications for Payment at Substantial Completion and Final Completion.
   c. Requirements for completing Closeout Documentation.
      1) Affidavits
      2) Release of Claims or Liens
   d. Completion time for correcting defective work.
   e. Partial release of Retainage
   f. Preparation and submission of Record Documents
   g. Responsibility for removing temporary facilities and controls.
   h. Final cleaning
   i. Preparation for final completion review.
3. Record minutes and distribute copies within two days after meeting to participants, and those affected by decisions made.

3.6 CONSTRUCTION PROGRESS SCHEDULE- SEE SECTION 01 3216

A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.

B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.

1. Include written certification that major contractors have reviewed and accepted proposed schedule.

C. Submit updated schedule with each Application for Payment.

3.7 REQUESTS FOR INTERPRETATION (RFI)

A. Definition: A request seeking one of the following:

1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.

2. A resolution to an issue which has arisen due to field conditions and affects design intent.

B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.

1. Prepare a separate RFI for each specific item.

a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.

b. Do not forward requests which solely require internal coordination between subcontractors.

2. Prepare in a format and with content acceptable to Owner.

3. Prepare using software provided by the Electronic Document Submittal Service.

D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.

1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.

2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::

a. Approval of substitutions (see Section - 01 6000 - Product Requirements)

3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.

3.8 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:

1. Product data.

2. Shop drawings.

3. Samples for selection.
4. Samples for verification.

B. Submit to Architect/Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.9 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:

1. Design data.
2. Certificates.
3. Test reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

3.11 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in Adobe Portable Document Format PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected. Submit separate PDF files for each specification section. Multiple sections combined into one PDF file will be returned to the Contractor.

1. Name Files according to the following format: <Section Number> <Item Description>. For example: 08 1113 Hollow Metal Doors Shop Drawings.
2. For shop drawings, the size of the electronic image must be equal with the standard paper size of the sheet, for example:
3. A 30” x 42” drawing should not be placed on an 11” x 17” sheet size.
4. An 11” x 17” drawing should not be placed on a 30” x 42” sheet size.
5. For electronic shop drawings larger than 11” x 17”, one hard copy of the drawing(s) is required to be submitted with the electronic copy. The hard copy will NOT be returned to the Contractor.
6. If the Architect deems the electronic submittal illegible, corrupted, and unusable, or if the file size is unreasonably large, then a new electronic copy or hard copy will be required.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect/Engineer.

1. After review, produce duplicates of the Architect's review information.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.12 SUBMITTAL PROCEDURES

A. General Requirements:

1. Transmit using approved form.
2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
3. Schedule submittals to expedite the Project, and coordinate submission of related items.
   a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
   b. For sequential reviews involving Architect/Engineer's consultants, Owner, or another affected party, allow an additional 7 days.

B. Product Data Procedures:

1. Submit only information required by individual specification sections.
2. Collect required information into a single submittal.
3. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:

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

D. Submittal System: The contractor will provide electronic submittals using Newforma Info Exchange Server provided by the Architect.

E. Submittal Schedule:

1. In preparing the schedule, the Contractor should consider time required for review, ordering, manufacturing, fabrication, and delivery plus include additional time required for making corrections or revision to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
   a. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor’s construction schedule.
   b. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
   c. Final Submittal: Submit concurrently with the first complete submittal of Contractor’s construction schedule. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
   d. Format: Arrange the following information in a tabular format:
      1) Schedule date for first submittal.
      2) Specification Section number and title.
      3) Submittal category: Action or Informational.
      4) Name of subcontractor.
      5) Description of the Work covered.
      6) Scheduled date for Architect's final release or approval.

7) Scheduled date of fabrication.
8) Scheduled dates for purchasing.
9) Scheduled dates for installation.
10) Activity or event number.

F. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. This includes the right to withhold action on a submittal requiring color selection until all related color samples or submittals are received.
2. The Contractor is responsible for assuring that each submittal is in full compliance with the submittal requirements prior to forwarding to the Architect for review. Submittals which are incomplete will be considered as not submitted until all submittal requirements are fulfilled. The architect has sole discretion to return incomplete submittals without review, to hold submittals until all requirements are fulfilled, to review partial submittals, or to waive partial requirements. In exercising this discretion, the Architect will incur no obligation to apply the same action to any other submittal.
3. The Contractor is responsible for timely submission of submittals to allow for review and any subsequent corrections necessary prior to undertaking any work covered by the submittal.

G. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals or consultants is required. Architect will advise Contractor when a submittal being processed requires extended review time for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where the Contract Documents indicate that submittals shall be reviewed sequentially by Architect's consultants, Owner, or other parties, allow 21 days for initial review of each submittal
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
6. Except for required concurrent reviews, the Contractor shall not retain or suppress submittals for group submissions. Each individual submittal is to be transmitted expeditiously upon preparation. Numerous submittals transmitted in a short time period will not be considered reasonable, and will result in review times being extended accordingly. In such cases, the Contractor may request priority consideration of certain submittals.

7. Should the Contractor request an expedited review in order to maintain schedule, the requests will be approved at the sole discretion of Architect. Rejection will not be cause for any claims for delay or additional cost by the Contractor. The Contractor shall be solely responsible should such rejection result in the completion of construction to occur after the contract deadlines.

H. Transmittal Form: Use Newforma Info Exchange Transmittal as approved by the Architect. When using the Architect's electronic submittal procedure, the transmittal form is part of the submittal file.

I. Transmit each submittal with a copy of approved submittal form.

J. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will reject and return received from sources other than Contractor.

1. Transmittal Form Content: Provide locations on form for the following information:

a. Project name.

b. Date.

c. Destination (To:).

d. Source (From:).

e. Names of subcontractor, manufacturer, and supplier.

f. Category and type of submittal.

g. Submittal purpose and description.

h. Specification Section number and title.

i. Transmittal number (numbered consecutively).

j. Remarks.

k. Signature of transmitter.

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

L. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

M. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

N. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.

O. Include the following information on label for processing and recording action taken:

1. Project name.

2. Date.

3. Name and address of Architect.

4. Name and address of Contractor.

5. Name and address of subcontractor.
6. Name and address of supplier.
7. Submittal number or other unique identifier, including revision identifier.
    a. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06-1000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 06-1000.01.A).

P. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

Q. When revised for resubmission, identify all changes made since previous submission.

R. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

S. Submittals not requested will not be recognized or processed.

3.13 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. Submit Product Data before or concurrent with Samples.

3.14 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

B. 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.

C. Material Safety Data Sheets (SDS): Submit information directly to Owner; do not submit to Architect except as required in "Action Submittals" Article.

3.15 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Review each submittal for accuracy and completeness of dimensions and quantities, and for performance of equipment or systems. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect. Submittals deemed by the Architect to not have been reviewed by the Contractor prior to submission may be returned and considered as "Not Submitted".

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

3.16 ARCHITECT'S ACTION

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

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

1. Furnish as Submitted: Denotes that the submittal meets the criteria of the drawings and specifications and no revisions are required. The Contractor may proceed with fabrication or procurement of the item reviewed and may proceed with the work shown on the drawings and specifications for this item.
2. Furnish as Corrected: Denotes that there are deficiencies, but the Contractor may proceed with fabrication or procurement of the item reviewed and may proceed with the work shown on the drawings and specifications for the item if the deficiencies are first corrected.
3. Revise and Resubmit: Denotes that the submittal does apply to the drawings and specifications, but insufficient detail has been shown or the submittal contains too many errors or omissions. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item. The Contractor must revise the submittal and resubmit for review.
4. Incomplete - Resubmit: Denotes that some portion of the submittal is incomplete and the Architect cannot, therefore, review the submittal. The Architect will describe the incompleteness by comment on the submittal. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item. The Contractor must revise the submittal and resubmit for review.
5. Rejected: Denotes that the submittal does not apply to the item specified or was not specified. The Contractor may NOT proceed with fabrication or procurement of the item reviewed and may NOT proceed with the work shown on the drawings and specifications for the item, and the Contractor must prepare a new submittal. The Architect will describe the reason for rejection by comment on the submittal.

C. Informational Submittals: Architect 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.

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

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

F. Architects review is only for limited purpose of checking for general conformance with the information given and design concept expressed in the Contract Documents.

G. Unless notified otherwise by the Contractor, the Architect’s notations, comments, and mark-ups on approved submittals shall have the same effect as the Architect's order for minor changes in the Work not involving adjustment in the contract sum or extension in the contract time. The Contractor will proceed with the work, and the response will be incorporated into the contract the same as the Architect's written order for minor changes in the Work. Notify Architect in writing if noted modifications cannot be made due to conflicting circumstances in the field, in other contract documents, or for other reasons.

H. If the Contractor believes that the Architect’s notations, comments, or mark-ups constitute a change that results in added cost or time, the Contractor is to notify the Architect in writing within seven (7) days of receipt of the reviewed submittal. Do not proceed with changes that result in added cost or time until the matter is resolved in accordance with other provisions of the contract.

**END OF SECTION**

## SECTION 01 3216
## CONSTRUCTION PROGRESS SCHEDULE

1.1 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule, with network analysis diagrams and reports.

1.2 RELATED REQUIREMENTS / SECTIONS

A. Specification Section 00 7300 – Supplementary Conditions

B. Specification Section 01 1000 – General Summary of Work

C. Specification Section 01 2000 – Price and Payment Procedures

D. The Contractor is responsible to cross-check all specification sections for requirements, information and/or procedures associated with this specification section and coordinate the work.

1.3 REFERENCES

A. AGC (CPSM) - Construction Planning and Scheduling Manual; Associated General Contractors of America; 2004.

B. M-H (CPM) - CPM in Construction Management - Project Management with CPM, O'Brien, McGraw-Hill Book Company; 2006.

1.4 SUBMITTALS

A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

B. Within 20 days after review of preliminary schedule, submit draft of proposed complete critical path schedule for review.

1. Include written certification that major contractors have reviewed and accepted proposed schedule.

C. Within 10 days after joint review, submit complete schedule.

D. Submit updated schedule, identifying critical path, with each Application for Payment. Applications for Payment may be rejected if an updated schedule is not received with such documentation.

1.5 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

**PART 2 PRODUCTS - NOT USED**

## PART 3 EXECUTION

3.1 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.2 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify work of separate stages and other logically grouped activities.

C. Provide sub-schedules for each phase or sequence of Work identified in Specification Section 01 1000 – General Summary of Work.

D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

E. Provide legend for symbols and abbreviations used.

F. Identify critical path construction activities and correlation to succeeding and/or preceding activities and durations and overall construction schedule durations.

3.3 NETWORK ANALYSIS

A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.

B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.

C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:

1. Preceding and following event numbers.
2. Activity description.
3. Estimated duration of activity, in maximum 15 day intervals.
4. Earliest start date.
5. Earliest finish date.
6. Actual start date.
7. Actual finish date.
8. Latest start date.
9. Latest finish date.
10. Total and free float; float time accrues to the Owner’s benefit.
11. Monetary value of activity, keyed to Schedule of Values.
12. Percentage of activity completed.
13. Responsibility.

D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and re-computation of all dates and float.

3.4 REVIEW AND EVALUATION OF SCHEDULE

A. Participate in joint review and evaluation of schedule with Architect/Engineer at each submittal.

B. Evaluate project status to determine work behind schedule and work ahead of schedule.

C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.5 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

C. Annotate diagrams to graphically depict current status of Work.

D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit reports required to support recommended changes.

3.6 DISTRIBUTION OF SCHEDULE

A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect/Engineer, the Owner and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

**END OF SECTION**

## SECTION 01 3553
## SECURITY PROCEDURES

1.1 SECTION INCLUDES

A. Security measures including formal security program, entry control, personnel identification, guard service, and miscellaneous restrictions.

1.2 RELATED REQUIREMENTS / SECTIONS

A. Specification Section 01 1000 - General Summary of Work

B. Specification Section 01 5000 - Temporary Facilities and Controls

C. The Contractor is responsible to cross-check all specification sections for requirements, information and/or procedures associated with this specification section and coordinate the work.

1.3 SECURITY PROGRAM

A. Protect Work, existing premises and Owner's operations from theft, vandalism, and unauthorized entry.

B. Initiate program at project mobilization.

C. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

1.4 ENTRY CONTROL

A. Restrict entrance of persons and vehicles into Project site and existing facilities.

B. Allow entrance only to authorized persons with proper identification.

C. Maintain log of workers and visitors, make available to Owner on request.

D. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

1.5 PERSONNEL IDENTIFICATION

A. Provide identification badge to each person authorized to enter premises.

B. Badge To Include: Personal photograph, name, assigned number, expiration date and employer.

C. Maintain a list of accredited persons, submit copy to Owner on request.

D. Require return of badges at expiration of their employment on the Work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 01 4000
## QUALITY REQUIREMENTS

### PART 1 GENERAL

1.1 SECTION INCLUDES

A. Testing and inspection agencies and services.

B. Control of installation.

C. Mock-ups.

D. Defect Assessment.

1.2 RELATED REQUIREMENTS

A. Section 01 4216 - Definitions.

1.3 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. 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.

C. 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.

D. 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.

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 product 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 548; 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. 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.

1.4 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

B. 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.

C. Acceptable Testing Agencies

1. Shive-Hattery, Inc.

## PART 2 PRODUCTS

2.1 REQUIREMENTS

A. Comply with the requirements specified in Division 01 Product Requirements.

## PART 3 EXECUTION

3.1 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.

3.2 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.

3.3 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.4 MOCK-UPS

A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Architect/Engineer will use accepted mock-ups as a comparison standard for the remaining Work.

D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect/Engineer.

3.5 TESTING AND INSPECTION

A. Testing Agency Duties:

1. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
2. Perform specified sampling and testing of products in accordance with specified standards.
3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
4. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-compliance of Work or products.
5. Perform additional tests and inspections required by Architect/Engineer.
6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the Work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:

1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
3. Provide incidental labor and facilities:
   a. To provide access to Work to be tested/inspected.
   b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
   c. To facilitate tests/inspections.
   d. To provide storage and curing of test samples.
4. Notify Architect/Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect/Engineer.

E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor. 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.

F. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.

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.

3.6 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

**END OF SECTION**

## SECTION 01 4216
## DEFINITIONS

### PART 1 GENERAL

1.1 SUMMARY

A. This section supplements the definitions contained in the Drawings general provisions of the Contract, including General and Supplementary Conditions.

B. Other definitions are included in individual specification sections.

1.2 DEFINITIONS

A. "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.

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

C. "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."

D. "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.

E. "Furnish" or "Supply": To supply, deliver to Project site, unload, and inspect for damage.

F. "Install": Operations at Project site including to temporarily store, unpack, assemble, erect, apply, place, anchor, work to dimension, finish, cure, protect, clean, start up, and make ready for use.

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

H. "Product": Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

I. "Project Manual": The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.

J. "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.

1.3 INDUSTRY STANDARDS

A. 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.

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

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the generally recognized name of the standards and regulations or as indicated.

1.4 ABBREVIATIONS AND ACRONYMS

A. 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 Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S." unless otherwise indicated.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 01 5000
## TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

1.1 SUMMARY

A. This section includes procedure and requirements for temporary utilities, support facilities and security and protection of facilities. It is the Contractor's responsibility to coordinate all temporary facilities and controls with the progressing construction schedule and to adjust and/or modifications to such temporary facilities and controls to accommodate changes in the construction schedule.

1.2 DEFINITIONS

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

1.3 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

1.4 RELATED REQUIREMENTS / SECTIONS

A. Specification Section 01 3553 – Security Procedures

B. Specification Section 01 5213 – Field Offices and Sheds

C. Specification Section 01 5813 – Project Identification and Temporary Signage

D. The Contractor is responsible to cross-check all specification sections for requirements, information and/or procedures associated with this specification section and coordinate the work.

1.5 SUBMITTALS

A. Site Plan: Submit a Site Plan to the Architect and Owner, for review, identifying locations of all temporary facilities and controls to be utilized during the project. Temporary construction conditions and/or facilities are to be re-located and/or removed as requested by the Owner and/or Architect during the project or as necessary to not interfere with existing facilities and/or ongoing construction activities and/or adjacent private/public properties or infrastructure.

1.6 USE CHARGES

A. Cost or use charges for temporary facilities and controls are included in the Contract Sum by the Contractor. Allow other entities to use temporary services and facilities without cost, including, but not limited to the Owner's construction forces, Architect, Owner's Representative, occupants of Project, testing agencies and authorities having jurisdiction.

B. Delivery, installation, use, maintenance, or removal of temporary facilities and/or controls shall not interfere with the existing building operations and/or adjacent buildings and/or properties.

C. Water Service: Contractor is required to provide temporary water provisions, including all associated costs, to complete the scheduled work. Contractor is required to supply and install backflow preventor(s) and meter(s) on existing hydrant(s) and is responsible for the cost of water used and all associated fees. Provide connections and/or extensions of existing services, as required, for construction operations.

D. Do not disrupt or interrupt existing or adjacent public or private water systems.

E. Exercise measures to conserve water.

F. Coordinate all work with the authorities having jurisdiction and pay for all associated fees.

G. Electric Power Service: Contractor is required to provide temporary power provisions, including all associated costs, to complete the scheduled work.

H. Do not disrupt or interrupt existing or adjacent public or private electrical infrastructures.

I. Exercise measures to conserve energy.

J. Furnish and install temporary metering, as necessary, and include all associated costs.

1. Coordinate all work with the authorities having jurisdiction, including utility company, and pay for all associated fees.

1.7 DEWATERING

A. Provide temporary means and methods for dewatering all temporary facilities and controls.

a. Refer to the Project geotechnical engineering report and for dewatering requirements and recommendations.

B. Maintain temporary facilities in operable condition.

1.8 TEMPORARY UTILITIES

A. Temporary Electricity (Power)

a. Contractor is required to provide temporary power provisions, including all associated costs, to complete the scheduled work.

b. Do not disrupt or interrupt existing or adjacent public or private electrical infrastructures.

c. Exercise measures to conserve energy.

d. Furnish and install temporary metering, as necessary, and include all associated costs.

e. Coordinate all work with the authorities having jurisdiction, including utility company, and pay for all associated fees.

f. Provide temporary electric feeders, as required, to complete the work.

g. Provide power outlets for construction operations with branch wiring and distribution boxes located at each floor level. Provide flexible power cords as required.

h. Provide main service disconnect and over-current protection at convenient location and meter.

i. Permanent convenience receptacles may be utilized during construction.

j. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for temporary power and lighting.

k. Use of electricity from adjacent properties is not permitted.

B. Temporary Water

a. Contractor is required to provide temporary water provisions, including all associate costs, to complete the scheduled work. Contractor is required to supply and install backflow preventor(s) and meter(s) on existing hydrant(s) and is responsible for the cost of water used and all associated fees. Provide connections and/or extensions of existing services, as required, for construction operations.

b. Do not disrupt or interrupt existing or adjacent public or private water systems.

c. Exercise measures to conserve water.

d. Coordinate all work with the authorities having jurisdiction and pay for all associated fees

e. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

f. Use trigger-operated nozzles for water hoses, to avoid waste of water.

g. Use of water from adjacent properties is not permitted.

h. Trucking of potable and non-potable water to the construction site may be necessary to perform specific stages of the work. The Contractor is responsible to review the scheduled work, including civil and landscape work, to determine if trucking of water is required.

C. Temporary Lighting

a. Provide temporary lighting with local switching that provides a minimum ten (10) foot candles of illumination for construction operations, observations, inspections, and pedestrian traffic conditions. All other temporary lighting provisions are per OSHA standard guidelines.

b. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

c. Temporary lighting is removed when permanent lighting installed and operational or at the completion of construction but will not interfere with construction activities.

d. Temporary lighting is not abandoned in place and should be removed by the Contractor once no longer needed.

e. The Contractor is required to maintain temporary lighting during construction and is responsible to re-locate temporary lighting, as necessary, so that such provisions do not interfere with ongoing construction activities. The Contractor is responsible to replace temporary lighting (bulbs and/or equipment) should damage occur or as replacement is required otherwise to maintain temporary lighting. If temporary lighting levels are not maintained, the Architect and/or Owner may request that additional temporary lighting be installed at no additional cost to the Owner.

f. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

g. Maintain lighting and provide routine repairs.

h. New permanent building lighting may be utilized during construction but is to be maintained in the same manner as the provisions stated herein for temporary lighting. The Contractor is to return the permanent building lighting back to new condition. The Contractor is required to replace such, if damage occurs, and/or as directed by the Architect and/or Owner.

D. Temporary Heating, Cooling and Ventilation

a. Heating and Cooling: Provide temporary heating and cooling equipment and associated provisions required by construction activities for curing and/or drying of progressing and/or completed installations and/or for protecting installed and/or ongoing construction from adverse effects of low temperatures, high humidity, or other weather conditions. Select equipment that will not have a harmful effect on progressing and/or completed installations and/or elements being installed.

1) Do not install sealants or operate temporary HVAC equipment when sealants are curing. If temporary HVAC equipment use is necessary during installation or curing of sealants, review product compatibility with fuel source and equipment type. Submit alternate sealant products for approval if specified sealants are not compatible with temporary equipment and installation during the time of temporary equipment use is unavoidable.
2) Provide heating devices and heat as needed to maintain specified conditions for construction operations.
3) Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
4) Heating Season: For new construction, maintain minimum ambient temperature of 50 degrees F (10 degrees C) in areas where construction is in progress, unless indicated otherwise in the specifications.
5) Cooling Season: For new construction, maintain maximum ambient temperature of 80 degrees F (26 degrees C) in areas where construction is in progress, unless indicated otherwise in the specifications.
6) Replace filters, as necessary, to maximize dust control.
7) Existing heating and cooling equipment and/or facilities may not be used during construction operations unless otherwise noted in the project specifications or without prior written authorization from the Owner.

b. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing and/or drying of progressing and/or completed installations and/or for protecting installed and/or ongoing construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on progressing and/or completed installations and/or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1) Do not install sealants or operate temporary HVAC equipment when sealants are curing. If temporary HVAC equipment use is necessary during installation or curing of sealants, review product compatibility with fuel source and equipment type. Submit alternate sealant products for approval if specified sealants are not compatible with temporary equipment and installation during the time of temporary equipment use is unavoidable.

2) Existing ventilation equipment and/or facilities may not be used during construction operations unless otherwise noted in the project specifications or without prior written authorization from the Owner.

c. Permanent or New HVAC equipment is not permitted to be used during construction and/or for construction purposes without prior written approval from the Architect. Refer to the individual mechanical specification sections for additional information and/or requirements.

1.9 GENERAL PROCEDURES AND REQUIREMENTS

A. New permanent facilities may be used by the Contractor but are required to be re-stored or replaced to new condition at the completion of the project. The Contractor is required to replace permanent facilities, if damage occurs, and/or as directed by the Architect and/or Owner.

B. Contractor is to coordinate with utility companies and notify the Owner when existing services are to be interrupted.

C. Do not disrupt or interrupt the Owner's continuous services without pre-approval from the Owner. Refer to the individual specification sections for additional procedures and requirements.

D. Temporary utilities are required to be removed at the completion of construction or when determined not necessary for ongoing construction activities, however, such temporary utilities are to be removed in their entirety and not abandoned in place unless utilized as part of a permanent facilities as dictated by the contract documents.

E. At end of construction, if existing facilities are used in part or in whole during construction, the Contractor is to return the existing facilities back to same or better condition as originally found. The Contractor is required to replace existing facilities, if damage occurs, and/or as directed by the Architect and/or Owner.

F. Refer to the individual Specification Sections and Contract Drawings for additional temporary facilities and controls procedures and requirements.

G. The Contractor will adhere to all applicable local, state, and federal rules, regulations and guidelines, including OSHA, for the installation, execution, maintaining, modification, adjustment and removal of temporary facilities and controls noted in this Specification Section.

H. Support Facilities Installation:

a. Provide noncombustible construction for offices, shops, and sheds located within construction area or within 30' of building lines. Comply with NFPA 241.

b. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

J. Temporary Protection:

K. Contractor is responsible to temporarily protect all surfaces and assemblies, including all adjacent surfaces and assemblies, during all phases of demolition and construction.

a. Contractor is responsible to supply, install and maintain temporary protection assemblies to provide a clean and safe environment free from hazards and/or obstructions that may inhibit the day-to-day operations of permanent, existing or temporary facilities.

b. Contractor is responsible to keep areas where temporary protection is installed in locations of egress and/or access clean and clear of hazards or obstructions.

c. Contractor is responsible to remove temporary protection and repair and clean existing construction assemblies and surfaces to their original condition. The Contractor is responsible to repair or replace, as determined by the Architect or Owner, any existing surfaces, assemblies and/or permanent construction damaged during demolition and/or construction activities.

d. Contractor is required to photo document existing conditions prior to the commencement of the work and/or installing temporary protection.

L. Dust Control: The Contractor is responsible for dust control means and methodologies during the project. Airborne dust from construction activities should not interfere with the Owner's daily operations and/or impact areas of the building where construction activities are not scheduled to occur. The Contractor is responsible for daily clean-up of all areas impacted by the ongoing construction activities. Additional cleaning or debris removal will be requested, by the Owner and/or Architect, if such cleaning activities are determined unacceptable. The Contractor is responsible to protect existing fire alarm devices and/or other electrical/mechanical infrastructure during construction, including against dust infiltration, to avoid damage or interruption of services.

1.10 TELECOMMUNICATIONS SERVICES

A. Provide, maintain, and pay for telecommunications services to field offices at time of project mobilization.

B. Telecommunications services include:

a. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.

b. Telephone Land Lines: One line, minimum; one handset per line.

c. Internet Connections: Provide high speed internet or better.

d. Email: Account/address reserved for project use.

e. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.

f. Facsimile Service: Fax-to-email software on personal computer.

1.11 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization and remove at end of project.

B. Use of existing or permanent facilities is not permitted.

C. Maintain daily in clean and sanitary condition.

1.12 TEMPORARY BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Provide protection for plants designated to remain. Replace damaged plants.

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.13 TEMPORARY CONSTRUCTION FENCING

A. Construction: Commercial grade chain link fence.

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

C. Contractor is responsible to maintain emergency access and egress to and from both the construction site and Owner’s property.

D. Contractor is responsible to maintain public access and egress during construction unless prior approval is authorized to the Contractor by the Owner and the authorizes having jurisdiction.

E. Contractor is responsible to maintain Owner’s access and egress to and from both the construction site and Owner’s property during construction.

F. Contractor will re-locate temporary construction fencing, as required or at the Owner’s request, at no additional cost to the Owner.

1.14 TEMPORARY EXTERIOR ENCLOSURES

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

B. Provide temporary roofing where necessary.

1.15 TEMPORARY INTERIOR ENCLOSURES

A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

C. Paint surfaces exposed to view from Owner-occupied areas.

1.16 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

B. Coordinate with Owner's security program.

C. Refer to Specification Section 01 3553 – Security Procedures for additional procedures and requirements.

1.17 VEHICULAR ACCESS AND CONTRACTOR PARKING

A. Comply with regulations relating to the use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

B. Coordinate access and haul routes with the authorities having jurisdiction and the Owner.

C. Provide and maintain access to fire hydrants, free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets.

E. Provide temporary parking areas, within the designated construction zones, to accommodate construction personnel. When site space is not adequate, provide additional off-site parking at no additional cost to the project.

F. Refer to the Civil Drawings for additional information regarding locations and procedures associated with contractor parking and access. Locations and procedures are subject to modification by the Owner or Owner’s Representative(s) during construction.

1.18 WASTE REMOVAL

A. Refer to Specification Section 01 7419 – Construction Waste Management and Disposal, for additional procedures and requirements.

B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

C. Provide containers with lids. Remove trash from site periodically.

D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

F. Keep debris contained in containers provided.

1.19 PROJECT IDENTIFICATION

A. Refer to Specification Section 01 5813 – Project Identification for additional procedures and requirements.

B. No other signs are allowed without Owner permission except those required by law or as designated by the contract documents.

1.20 FIELD OFFICES

A. Locate offices a minimum distance of 30 feet (10 m) from existing and new structures.

B. Refer to Specification Section 01 5213 – Field Offices and Sheds for additional requirements and procedures.

1.21 EQUIPMENT

A. Temporary Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

1.22 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 2'. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition.

E. Restore new permanent facilities used during construction to specified condition.

1.23 QUALITY ASSURANCE / QUALIFICATIONS

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain and pay for required certifications and permits.

C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

D. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

E. Operational Elements: Do not cut and patch operating elements and related components in a matter that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

F. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.24 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. The Contractor is responsible for daily clean-up of the construction site and remove all debris generated by the construction activities. This includes daily clean-up of public infrastructure as impacted by the construction activities.

C. The Contractor is responsible to coordinate and maintain road and/or other public access closures and/or traffic detours necessary for all construction activities. The Contractor is responsible to coordinate and secure approval with the authorities having jurisdiction and will pay for all required permitting associated with such.

D. The Contractor is responsible to maintain all existing building access, egress, entries, exits, pathways, and corridors during the project and will coordinate with the Owner if such are to be temporarily obstructed due to construction activities. In any event such obstructions will be minimized if not eliminated. Emergency building egress is to be kept open and free of construction hazards at all times during the course of the project.

E. The Contractor is responsible to repair damages that occur to private or public infrastructure as a result of construction activities. The Contractor will patch or repair these surfaces or assemblies in order to restore them to their original condition prior to the damage and as required by the authorities having jurisdiction. Properties adjacent to the construction site are to be protected, as necessary, to avoid damage from ongoing construction activities.

F. Police and/or fire detail costs, or costs associated with the use of authorities having jurisdiction staff is the responsibility of the contractor.

G. The Contractor will keep contractor parking, construction access roadways, construction personnel access, designated storage areas and working areas around the construction site clear of debris and/or other elements or conditions which may impair access or construction activities.

H. The Contractor is responsible to maintain a suitable working surface during the project. Maintaining site access and staging areas is the responsibility of the Contractor. Refer to the civil documents for additional information and requirements.

I. Roof penetrations, as associated with the scope of work, will be adequately flashed and/or patched to match the existing roof system and/or as noted on the contract documents. Coordinate existing roof warranties with the roofing manufacturer and the Owner.

J. Use of explosives is not permitted.

K. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

L. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

M. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property. Refer to the contract documents for temporary dust control partitions or barriers.

N. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation. Refer to the contract documents regarding additional procedures and requirements associated with site erosion and sedimentation controls.

O. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations. Refer to the contract documents for temporary sound control partitions or barriers.

P. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

Q. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

## PART 2 PRODUCTS

4.1 MATERIALS – TEMPORARY CONDITIONS

A. Chain-Link Fencing: Minimum 2-inch, 9-gage, 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts. Fencing is to be installed at perimeter of construction zones.

B. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized steel bases with required weights for supporting posts. Fencing is to be installed at perimeter of construction zones.

C. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry".

D. Gypsum Board: Minimum 1/2" thick x 48" wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

E. Insulation: Un-faced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

   a. Paint: Comply with requirements in Division 09 painting Sections.

F. Refer to the construction drawings and individual specification sections for other specific temporary condition and/or protection requirements or procedures. Refer to the civil drawings for additional temporary fencing requirements and procedures.

G. For material use associated with cutting and patching operations, refer to Specification Section 01 7329 – Cutting and Patching.

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

## PART 3 EXECUTION

5.1 GENERAL PROJECT INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

G. Locate facilities within the designated area where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

5.2 PROJECT ALTERATIONS

A. Contract drawings identifying existing construction and utilities are based upon casual field observation and existing record documents only. Contractor is required to field verify existing construction and utilities and report discrepancies to the Architect/Engineer prior to disturbing existing installations. Commencement of alternations work constitutes Contractor's acceptance of existing conditions.

B. Keep areas in which alternations are being conducted separate from other areas that are still occupied.

C. Provide, erect, and maintain temporary duct control partitions as necessary and as identified in the contract documents.

D. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

E. Remove existing work as indicated and as required to accomplish new work.

   a. Remove items as indicated on the contract drawings.

   b. Re-locate and re-install items as indicated on the contract drawings.

   c. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.

   d. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

F. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.

   a. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.

   b. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.

   c. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.

      1) Disable existing systems only to make switchovers and connections; minimize duration of outages.
      2) Refer to the individual specification sections for additional procedures and requirements.
      3) Provide temporary connections as required to maintain existing systems in service.

   d. Verify that abandoned services serve only abandoned facilities.

e. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

f. Protect existing work to remain.

1) Prevent movement of structure; provide shoring and bracing if necessary.
2) Perform cutting to accomplish removals neatly and as specified for cutting new work.
3) Repair adjacent construction and finishes damaged during removal work.

g. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

1) When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.
2) Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
3) Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect/Engineer review and request instructions.

h. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

i. Refinish existing surfaces as indicated:

1) Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
2) If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

j. Clean existing systems and equipment.

k. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

l. Do not begin new construction in alterations areas before demolition is complete.

m. Comply with all other applicable requirements of this section.

5.3 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

5.4 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

5.5 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.

E. Verify utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

G. Compatibility: Before patching, verify compatibility with the suitability of substrates, including compatibility with in-place finishes or primers.

H. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

5.6 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

D. Temporary Support: Provide temporary support of Work to be cut.

E. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

F. Adjoining Areas: Avoid interface with use of adjoining areas or interruption of free passage to adjoining areas.

G. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are require to be removed, relocate, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

5.7 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

a. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

a. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

b. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

5.8 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Tree and Plant Protection: Install temporary fencing located outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

D. Security Enclosure and Lockup: Install substantial temporary enclosure around areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

   a. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

   b. Provide temporary dewatering of the site and/or construction areas as needed.

G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

   a. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

   b. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

**END OF SECTION**

## SECTION 01 6000
## PRODUCT REQUIREMENTS

### PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

B. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.2 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. 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. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," 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 other named manufacturers.

1.3 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

D. Comparable Product Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Conditions: 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:

a. 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.

b. 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.

c. Evidence that proposed product provides specified warranty.

d. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

e. Samples, if requested.

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 days of receipt of request, or __ days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: Comply with requirements specified in Division 01 "Administrative Requirements."

## 1.4 COMPATIBILITY OF OPTIONS

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.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.

2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

## 1.5 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.

a. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.

b. Refer to Divisions 02 through 48 for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 "Execution and Closeout Requirements" and " Closeout Submittals."

## PART 2 PRODUCTS

### 2.1 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Use of products having any of the following characteristics is not permitted:

C. Where other criteria are met, Contractor shall give preference to products that:

### 2.2 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## PART 3 EXECUTION

### 3.1 SUBSTITUTION LIMITATIONS

A. See Section 01 2500 - Substitution Procedures.

### 3.2 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft.

D. 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.

E. 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.

F. Coordinate schedule of product delivery to designated prepared areas at project site in order to minimize long-term site storage time, overcrowding of construction spaces, and potential damage to stored materials.

G. Transport and handle products in accordance with manufacturer's instructions.

H. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

I. Promptly inspect shipments on delivery to ensure that products comply with requirements of the Contract Documents, quantities are correct, and products are properly protected and undamaged.

J. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

K. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.3 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Cover products subject to deterioration by the elements, above ground, with impervious sheet covering. Provide adequate ventilation to prevent condensation and degradation of products.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection and measurement of quantity or counting of units. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

L. Store materials in a manner that will not endanger Project structure.

M. Store cementitious products and materials on elevated platforms.

N. Store items subject to sun damage such as foam and, plastics away from exposure to sunlight, except to extent necessary for period of installation and concealment.

O. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

P. Protect stored products and liquids from damage from freezing.

Q. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

**END OF SECTION**

## SECTION 01 7000
## EXECUTION AND CLOSEOUT REQUIREMENTS

### PART 1 GENERAL

1.1 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Cutting and patching.

C. Surveying for laying out the work.

D. Cleaning and protection.

E. Substantial Completion.

F. Final Completion.

G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

H. General requirements for maintenance service.

1.2 QUALIFICATIONS

A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect/Engineer. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Notify affected utility companies and comply with their requirements.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 SUBSTANTIAL COMPLETION

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

1. Prepare and submit 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. Additionally, attach a copy of work required for each room to the door entering the room. Subcontractor and Superintendent to initial as each Work item is completed. Attach supplemental lists as required.
2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. 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 by applicable authorities having jurisdiction.
4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance (including Operation & Maintenance Manuals).
6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection Procedures: Submit a written request for inspection for Substantial Completion a minimum of seven (7) days in advance of the requested Substantial Completion inspection date. On receipt of request, Architect may notify Contractor of unfulfilled requirements. On date of inspection, Architect will conduct a review and either proceed with inspection or notify Contractor that the project is not Substantially Complete due to unfulfilled requirements.

1. Upon inspection the Architect and the Owner’s representative will accompany the Contractor on a walk-through review of the Contractor’s punch list. Should the Architect and/or the Owner’s representative observe work which is incomplete or defective which is not included on the contractor’s punch list, the Architect will prepare a supplemental punch list of items to be completed or corrected.
2. 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.
3. Results of the completed inspection will form the basis of requirements for establishing Final Completion.

1.5 FINAL COMPLETION

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

1. Submit a final Application for Payment according to Division 01 Section "Price and Payment Procedures".
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Contractor. The certified copy of the list shall state that the Work, including each item on the list has been completed or otherwise resolved for acceptance. Provide explanations for each proposed resolution to incomplete items.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videos. Obtain signed attendance sheets and submit them to the Architect.

B. Inspection Procedures: Submit a written request for inspection for Final Completion, a minimum of (7) days in advance of the requested Final Completion Inspection Date. On receipt of request, Architect may notify Contractor of unfulfilled requirements. On date of inspection, Architect will conduct a review and either proceed with inspection or notify Contractor that the project is not Finally Complete due to unfulfilled requirements.

1. Upon Inspection the Architect and the Owner’s representative will accompany the Contractor’s superintendent on a walk-through review of the Substantial Completion punch list.
2. Architect will process the final Application for Payment after inspection providing all closeout documentation has been received and is acceptable, or the Architect will notify Contractor of construction and/or documentation that must be completed or corrected before final Application for Payment will be processed.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies 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.

1. Organize list of spaces in sequential order starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Indicate the subcontractor responsible for each item; provide spaces for subcontractor and superintendent to initial each item as Work is completed.
4. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Page number.

1.7 WARRANTIES

A. 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.

B. 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.

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

1. 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.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

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

## PART 2 PRODUCTS

### 2.1 PATCHING MATERIALS

A. General: Comply with requirements specified in other Sections.

B. New Materials: As specified in product sections; match existing products and work for patching and extending work.

C. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

D. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

### 2.2 CLEANING PRODUCTS

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

## PART 3 EXECUTION

### 3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

G. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

H. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

D. Temporary Support: Provide temporary support of Work to be cut.

E. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

F. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

G. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect/Engineer of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Architect/Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.

F. Utilize recognized engineering survey practices.

G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.

2. Grid or axis for structures.

H. Periodically verify layouts by same means.

I. Maintain a complete and accurate log of control and survey work as it progresses.

3.4 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.5 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Perform whatever cutting and patching is necessary to:

1. Complete the work.
2. Fit products together to integrate with other work.
3. Provide openings for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.

C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

D. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

E. Cut rigid materials such as concrete and masonry using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

F. Restore work with new products in accordance with requirements of Contract Documents.

G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.

I. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
2. Match color, texture, and appearance.
3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
4. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

5. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.
6. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
7. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
8. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

## 3.6 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

## 3.7 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.8 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.9 FINAL CLEANING

A. 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.

B. Cleaning: Employ experienced workers or professional cleaners 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.

1. Use cleaning materials that are nonhazardous.
2. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
3. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
4. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
5. Clean filters of operating equipment.
6. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
7. Clean site; sweep paved areas, rake clean landscaped surfaces.
8. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
9. Remove tools, construction equipment, machinery, and surplus material from Project site.
10. Leave Project clean and ready for occupancy.

3.10 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.

B. Accompany Architect/Engineer on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect/Engineer when work is considered ready for Architect/Engineer's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect/Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect/Engineer.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Notify Architect/Engineer when work is considered finally complete and ready for Architect/Engineer's Substantial Completion final inspection.

H. Complete items of work determined by Architect/Engineer listed in executed Certificate of Substantial Completion.

3.11 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

## SECTION 01 7419
## CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.

E. Methods of trash/waste disposal that are not acceptable are:

1. Burning on the project site.
2. Burying on the project site.
3. Dumping or burying on other property, public or private.
4. Other illegal dumping or burying.

F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.3 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.

1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
2. Submit Report on a form acceptable to Owner.
3. Landfill Disposal: Include the following information:
   a. Identification of material.
   b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
   c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
4. Incinerator Disposal: Include the following information:
   a. Identification of material.
   b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
   c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
5. Recycled and Salvaged Materials: Include the following information for each:
   a. Identification of material, including those retrieved by installer for use on other projects.
   b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.

c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.

d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.

e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.

6. Material Reused on Project: Include the following information for each:

a. Identification of material and how it was used in the project.

b. Amount, in tons or cubic yards (cubic meters).

c. Include weight tickets as evidence of quantity.

7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

## PART 3 EXECUTION

### 2.1 WASTE MANAGEMENT PROCEDURES

A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.

C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.

D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

### 2.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect/Engineer.

C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

D. Meetings: Discuss trash/waste management goals and issues at project meetings.

1. Prebid meeting.

2. Preconstruction meeting.

3. Regular job-site meetings.

E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.

1. Provide containers as required.

2. Provide adequate space for pick-up and delivery and convenience to subcontractors.

3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

## SECTION 01 7800
## CLOSEOUT SUBMITTALS

### PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project record documents.

B. Warranties and bonds.

1.2 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

A. Project Record Documents: Submit documents to Architect/Engineer with claim for final Application for Payment.

B. Operation and Maintenance Data:

1. Submit one copy of the preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.

3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.

4. Submit one sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.

2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
2. Addenda.
3. Change Orders and other modifications to the Contract.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Record Drawings: Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.
2. Details not on original Contract drawings.

3.2 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION**

**SECTION 11 6813**
**PLAYSYSTEM SPECIFICATIONS**

## PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Play Equipment and Musical Equipment

1.2 QUALITY ASSURANCE

A. Installer Qualifications - An experienced installer familiar with local building codes and with the latest safety guidelines, who has completed installation of playground structures similar in material, design, and extent to that indicated for this project, and whose work has resulted in construction with a record of successful in-service performance.

B. Product Options - Drawing indicates size, components and dimensional requirements of playground structure and is based on the specific system indicated.

1.3 SUBMITTALS

A. Product Data: Include physical characteristics such as materials, dimensions, and finish.

B. Shop Drawings: Show assembly and installation details.

C. Color Samples: Manufacturer shall submit color selections of all play and musical components for final approval by Owner. Provide 3D renderings and color swatches for review and approval.

D. Warranty: Include manufacturer's standard warranty.

1.4 SUBSTITUTIONS REQUESTS

A. For substitution requests that provide equivalent value of play and quality.

1. Other manufacturer’s seeking approval as a substitution must submit product literature including certifications and warranties and applicable considerations to specified standards. Additionally, manufacturer’s seeking approval as a substitution must submit shop drawings including detailed list of various playground components showing inclusion of components similar to basis-of design to meet Owner’s needs.

2. All substitution requests must be sent to the Landscape Architect for and receive approval from Owner five (5) days prior to bid date.

1.5 REFERENCES

A. ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public use CAN/CSA-Z614 Children’s Playspaces and Equipment.

B. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.

C. U.S. Consumer Products Safety Commission Handbook for Public Playground Safety.

D. Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas, amended November 20, 2000.

1.6 DELIVERY, STORAGE AND HANDLING

A. Inspect all components on delivery to ensure that no damage occurred during shipping or handling. Materials shall be stored in original undamaged packaging in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft until ready for installation. Inspect components prior to installation.

1.7 WARRANTY BY PLAYWORLD OR APPROVED EQUAL

A. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

B. LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates® aluminum castings.

C. LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

D. LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

E. LIMITED FIVE (5) YEAR WARRANTY: Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts. Concerto products (Note Exception: Warranty does not cover mallets or Tall Chime cable assemblies).

F. LIMITED THREE (3) YEAR WARRANTY: Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.

G. LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

H. LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

## PART 2 PRODUCTS

2.1 PLAY SYSTEM PRODUCTS - PLAY EQUIPMENT

A. Basis of design: PLAYWORLD or approved equal for swings, play equipment, musical equipment, and accessible whirl feature.

1. All the materials used in the manufacturing of the play structures have a proven track record of durability and are widely used in the playground industry. All play components have been certified and validated to be in conformance with the ASTM F1487 Standard unless otherwise noted. To the best of knowledge, they also conform to the U.S. Consumer Products Safety Commission (CPSC) Guidelines.

2. Rep: Midwest Playscapes, Inc.: Andrew Pudwill 952-465-5138 andrew@MidwestPlayscapes.com

B. Clubhouse

1. Slide-N-Learn Panel (Ground Level)

a. Component No: ZZCH4447

2. Garden Panel (Ground Level)

a. Component No: ZZCH4528

3. Nature Hunt Panel (Ground Level)

a. Component No: ZZCH4549

4. Magnifying Play Panel

a. Component No: ZZCH4627

5. Nature Sounds Half Panel

a. Component No: ZZCH4637

6. Tree House Doorway (Ground Level)

a. Component No: ZZCH4639

7. Sling Seat

a. Component No: ZZCH4896

8. Nature Log Tube (Ground Level)

a. Component No: ZZCH5207

9. Playwood Extended Peak Roof

a. Component No: ZZCH9607

10. Camber 1/2 Square Roof

a. Component No: ZZCH9816

11. Camber 1/2 Square Roof Add On

a. Component No: ZZCH9817

C. Rhythm Wall

1. Drum Panel (Ground Level)

a. Component No: ZZCH4587

2. Bell Panel (Ground Level)
    a. Component No: ZZCH4589
3. Chime Panel (Ground Level)
    a. Component No: ZZCG4607
4. Horn Panel (Ground Level)
    a. Component No: ZZCH4611

D. Surfacing Warning Label Kit
1. Component No: ZZUN9910

E. Pipe Systems Maintenance Kit with Aerosol
1. Component No: ZZUN9930

F. Swings
1. Qty (2) Belt Seat with Silver Shield Chain for 8ft Top Rail
    a. Component No: ZZXX0260
2. Accessible Swing Seat - 8ft Top Rail
    a. Component No: ZZXX0892
3. 3.5in OD 2-Unit Steel Arch Swing - 8ft Top Rail
    a. Component No: ZZXX0930

G. Cozy Cocoon - Spinning
1. Component No: ZZXX0483

H. Accessible Whirl
1. Component No: ZZXX1158

I. Single-Sided Communication Board

J. Mound with Tunnel
1. 10' Diameter synthetic turf mound
2. Playground Grass Ultra
3. Grass Color: Lagoon Blue
4. Tunnel Color: Blue
5. XStatic proprietary, patented antistatic technology

## 2.2 GENERAL SPECIFICATIONS

A. Material: All materials shall have a demonstrated record of durability in the playground or similar outdoor setting. All metals shall be painted, galvanized, or otherwise treated to inhibit rust.

B. Hardware: All required hardware for assembly of the structure shall be included. All fasteners shall be18-8 grade stainless steel. (300 series) Capped lock nuts which cover bolts ends shall be included. Tamper-resistant hardware is utilized on principle clamping mechanisms. Special tools shall be provided for assembly and maintenance. Clamp connection disassembly and slippage is eliminated by using drive rivets. Physical locking devices are used on all exposed and accessible connection points, such as lock nuts. A nylon thread-locking patch is applied to certain hardware. Liquid thread-lock is also used to hinder fastener removal.

C. Rotationally Molded Plastic Parts: Shall be rotationally molded from color-compounded, first quality, linear low density, polyethylene. Dry- blended or molded-in resins are not acceptable. Color-compounded polyethylene are stronger than dry blended resins providing better bonded strength with greater surface contact. Compounded color provides superior colorfastness, UV resistance, and impact resistance with solid color molecules.

   1. Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives. Cross-sectional design shall be .25 in. (6 mm) nominal thickness, double wall construction. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 (Environmental Stress Crack Resistance), D-2565 (Ultraviolet). Meets UL94HB Horizontal Burn Test. Shall meet Arm Test for impact strength (@ minus 40°C) (.25 in. thickness). Shall meet color change criteria (QUV 500 hours per SAE 1960-89).

D. Tubing: Steel Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A- 315, A-500, A-513, E-8. Aluminum Tubing (Support Post and Sleeve) Shall be extruded 6061-T6 extruded seamless aluminum alloy tubing. ASTM Specifications: A-315, A- 500, A-513, B-221, QQ-A-200/8, E-8. Aluminum Tubing (Arch) Shall be an all welded assembly fabricated of 6063-T4 extruded seamless aluminum alloy tubing.

E. Superdurable Polyester Powder Coat Finish: Powder coating is electrostatically applied at a thickness of 2 to 5 mils (.002 - .005). Powder coating produces a highly decorative finish having a hard, smooth surface, which is resistant to abrasion, corrosion, and mechanical damage. All galvanized tubing has a factory-applied clear acrylic polymer coating. All components shall be free of excess weld and weld spalls. After fabrication all weld joints are to thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath and a ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process. Components are thoroughly dried before being coated with Superdurable TGIC polyester powder and are cured at temperatures between 375° and 400° F. Epoxy or hybrid paints are not acceptable. Finish quality conforms to ASTM Specifications: B-117 & D1654 4,000 hours and rating 6 or greater (Salt Spray Resistance Test), D-2794 rating minimum 80 inch-pounds (Impact Resistance Test), D-1734 (Mandrel Flexibility Test), D- 2247 (Humidity Resistance Test), D-822 (Weatherability Test), D-3363 (Pencil Hardness Test), D-3359-B, Method B, rating 5B "checkered" adhesion test daily (Crosshatch Adhesion Test), and D-2454 (Overbake Resistance Test) D- 522 pass 1/8" mandrel (Conical Mandrel), D-523 (Gloss - 60°). D3363 rating 2H (Hardness). G154, 340 bulb 3000 hours, rating delta E of 2, and 90 percent gloss retention (UV Exposure). Standard durability of polyester powder coatings typically retain 80% of their original gloss after 1 year, and 50% of their original gloss after 18 months of Florida outdoor exposure. Superdurable polyester powder coatings typically retain 90% of their original gloss after 1 year, and 50% of their original gloss after five years of Florida outdoor exposure. Expect superdurable colors to retain 80% of their gloss after 2 years of outdoor exposure. These coatings are also shaded with high grade, light stable pigments and will shift less than 2dE in color after 2 years.

F. Plastisol Vinyl Coating: PVC thickness is 80-100 mils with a light textured finish. Durometer hardness (Shore A) is 75A (+/- 5). Tear Strength is 330psi (ASTM D1004). The tensile strength is 1600-1900psi (ASTM D638). Includes anti-microbial and UV light stabilizer additives. Completed 1500 hours of Quiva UV testing with no signs of fading. Exceeds standard flammability tests (FMVSS 571.302).

G. Cast Almag Clamps / Castings: Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Tenzalloy (40-E, 315.0) is not acceptable as a load bearing clamp material. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Finished with a 420 micro finish and a baked on polyester powder coating. (See Powder Coat Finish) Clamps shall be provided as hinged assemblies to facilitate structure assembly. Clamps are to be permanently fastened to the support post with a drive rivet to eliminate disassembly and slippage. ASTM Specifications: B-26. Federal Specifications: QQ- A-601. Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

H. Installation Instructions: Explicit installation instructions shall be provided which will include a detailed top view and footing drawings plus written instructions to ensure proper installation of the equipment. Maintenance guidelines and inspection checklists shall also be provided. The provided installation instructions and maintenance instructions shall be "project" specific containing component information that is part of the playground design.

I. Footings: Unless otherwise specified, surface mount playground equipment to existing concrete pad.

## PART 3 EXECUTION

### 3.1 SITE PREPARATION

A. All new installation shall be laid out by the contractor in accordance with the construction plans.

### 3.2 INSTALLATION

A. Install play structure in compliance with manufacturer’s written instructions.

B. Install components in sequence as recommended by manufacturer.

C. Install play structure as indicated on the drawings provided.

D. Variations from the installation indicated must be approved.

E. Variations from the installation indicated and all costs for removal and replacement will be the responsibility of the contractor.

F. Playground provider/installer to include any associated footings, foundations, slabs, subgrade/subbase, or similar, as required to provide complete playground installation. Any necessary structural designs/calculations associated with the playground items are the responsibility of the playground provider/installer. Engineered shop drawings signed/sealed by a Licensed Engineer in the State of Iowa are to be provided, in conjunction with the playground shop drawings, during the submittal phase for review by the Architect/Engineer. Engineered shop drawings should include any necessary footings/foundations associated with the playground components.

G. Associated with the playground items of footings and foundations should be provided in conjunction with the playground shop drawings during the submittal phase for review by Architect/Engineer.

3.3 CLEANING

A. The contractor shall clean the jobsite of excess materials, including post hole excavations.

3.4 DEMONSTRATION AND SAFETY INSPECTION

A. Instruct the owner's personnel on proper operation and maintenance of playground components.

B. Manufacturer shall provide certified safety playground inspection prior to final punch list.

**END OF SECTION**

## SECTION 12 9300
## SITE FURNISHINGS

### PART 1 GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Shade Canopy

1.2 REFERENCES

A. ASTM Testing Standards:

1. ASTM D 135 – Steel Frame
2. ASTM D 500 – Steel Frame.
3. ASTM D E-8- Performed material testing
4. ASTM D 3359 - Standard Test Methods for Measuring Adhesion by Tape Test.
5. ASTM D 3363 - Standard Test Method for Film Hardness by Pencil Test.
6. ASTM G 155 - Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.

B. Shop Drawings: Submit manufacture's shop drawings (including plans, elevations, and concrete footings) indicating overall dimensions.

C. Samples: Submit manufacturer's samples of materials, finishes, and colors.

D. Warranty: Manufacturer's standard warranty.

1.4 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Manufacturer regularly engaged in manufacture of commercial grade shade systems.

B. Product Support: Products are supported with complete engineering drawings and design patents.

C. Production: Orders are filled within a 40-day schedule.

D. Facility Operator: Welders and machine operators are certified.

1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.

C. Handling: Protect materials and finish during handling and installation to prevent damage.

1.6 WARRANTY

A. Warranty Information for Shade Canopy:

1. Limited Ten (10) Year Warranty

a. Pre-cast PolyFiberCrete or reinforced concrete products, galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

2. Limited Five (5) Year Warranty

a. Steel reinforced cable net and rope fittings and connections (Note Exception: warranty does not cover normal wear and tear such as fraying or fading of cable coating), PE coating and PVC coating (against cracking and peeling), GFRP (Glass Fiber Reinforced Polymer) products.

**PART 2 PRODUCTS**

2.1 SHADE CANOPY

A. Qty (2): 12’ x 12’ Single Post Pyramid Shade Canopy by PLAYWORLD or approved equal.

1. Component No: ZZPSP001
2. Embedded post installation
3. Post Color: White
4. Fabric Color: Royal Blue
5. USA Shade Stainless Steel:

a. All structural shapes shall be cold formed HSS ASTM A500 Grade C, unless otherwise noted, typical mechanical properties for hss products: square and rectangular 50,000 psi yield / 62,000 psi tensile round pipe 46,000 psi yield / 62,000 psi tensile

b. All galvanized steel tube products are manufactured per ASTM A500, typical mechanical properties achieved for galvanized tube products: round tube 45,000 psi yield / 48,000 psi tensile

c. All plates shall comply with ASTM A572 grade 50.

d. All steel tubing shall be triple coated for rust protection using the in-line electroplating coat process. Tubing shall be internally coated with zinc and organic coatings to prevent corrosion as manufactured by allied tube & conduit.

e. Structural steel shall be detailed, fabricated and erected in accordance with A.I.S.C. specifications.

f. All shop welds shall be executed in accordance with the latest edition of the American Welding Society (AWS) d1.1 specifications. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings. All welds shall develop the full strength of the weaker member. All welds shall be made using e70xx .045 wire.

g. Shop connections shall be welded unless noted otherwise. Field connections shall be as indicated on the drawings (if required). All fillet welds shall be a minimum of 3/16" unless otherwise noted. Field welds shall not be allowed

h. All high strength bolts shall comply with ASTM A325 type 1 or A490 type 1. All nuts shall comply with ASTM A563DH, and washers shall comply with ASTM F436.

i. All high strength bolts shall be tightened to a snug tight condition.

j. All stainless steel bolts / studs shall comply with ASTM F-593, alloy group 1 or 2 all nuts shall comply with ASTM F-594 alloy group 1 or 2.

k. All structural steel shall be painted with one shop coat (2.5 to 3.5 mils thick min). This coat is a weather resistant powder coating based on polyester TGIC (manufactured by Sherwin Williams or Tiger Drylac). To achieve optimum adhesion, it is recommended that the proper treatment and drying take place before coating. Polyester powder (TGIC) specifications shall be as follows: - pencil hardness (ASTM D-3363) - humidity (ASTM D-2247) - solvent resistance (PCI method) - 50 dbl rubs sl. Softness.

6. USA Shade Fabric:

   a. Fabric shall be a high density polyethylene with ultra violet additives, with monofilament and tape construction giving a stable material and rachel knitted to ensure material will not unravel if cut.

   b. Fabric specifications: solid colors stripe colors - tear strength warp 220.4622 lb warp 182.9836lb weft 462.9707 lb weft 401.2413lb - burst strength 37.7098 PSIA 33.0686 PSIA - fading minimum fading after 5 years - life expectancy a minimum of 8 years continuous exposure to the sun.

   c. Fire test on fabric: NFPA 701 test 2 and ASTM E 84.

   d. Thread-ptfe (teflon) used meet the following specifications: high strength, low shrinkage, wide temperature range, flex & abrasion resistant and uv radiation immunity. Lockstitch – 1200

7. USA Shade Aircraft Cable:

   a. Wire rope cable shall be 7x19 strand core galvanized wire rope with a breaking strength value of 7,000 lbs (1/4" diameter).

   b. Cables shall be fed through the fabric sleeves around the perimeter of the canopy and tensioned until the fabric panels (designed purposely undersized) reach a taunt appearance. Any long term cable sag shall be minimized during the maintenance re-tightening visits as required.

8. Manufacturer: Midwest Playscapes, Inc., 8632 Eagle Creek Circle, Savage, MN, 55378, (800)537-1193 Contact: Andrew Pudwill 952-465-5138 andrew@midwestPlayscapes.com

## PART 3 EXECUTION

3.1 EXAMINATION

A. Examine areas to receive shade canopies.

B. Notify Landscape Architect of conditions that would adversely affect installation or subsequent use.

C. Do not begin installation until unacceptable conditions are corrected.

3.2 INSTALLATION

A. Install shade canopy with manufacturer's instructions at locations indicated on the Drawings.

B. Install shade canopy plumb and securely in place.

3.3 ADJUSTING

A. Finish Damage: Repair minor damage to finish including touch-up scratches and abrasions to be invisible to the unaided eye from a distance of 4' feet, in accordance with manufacturer's instructions.

B. Component Damage: Remove and replace damaged components that cannot be successfully repaired.

3.4 CLEANING

A. Clean promptly after installation in accordance with manufacturer's instructions.

B. Do not use harsh cleaning materials or methods that could damage finish.

3.5 PROTECTION

A. Protect site furnishings to ensure that, except for normal weathering, the site furnishings will be without damage or deterioration at time of Substantial Completion.

**END OF SECTION**

**SECTION 32 1816**
**PLAYGROUND SURFACING**

## PART 1 GENERAL

1.1 SCOPE

A. Provide all materials, labor and equipment necessary to install asynthetic turf playground grass.

1.2 DESCRIPTION

A. Playground Grass resilient surface systems for surfaces under and around playground equipment including but not limited to the furnishing and installing an artificial grass safety surface over an existing pcc concrete base. Finished product shall be seamed to provide a resilient, continuous surface over the entirety of the project surface. Work includes all labor, materials, tools, equipment, and applicable taxes to perform all work and services for the installation of the surface.

1.3 SYSTEM DESCRIPTION

A. Materials and methods of construction shall comply with the latest provisions of the following standards:

1. ASTM F 1292-04 “Standard Specification for Impact Attenuation of Surface Systems Under and around Playground Equipment”.
2. ASTM D2859 “Flammability Standard”.
3. ASTM F1951-99: Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

1.4 SUBMITTALS

A. Any alternate product must be submitted with prior approval packages a minimum of ten (10) days prior to bid date. Submittal packages shall include but not be limited to:

1. Laboratory Test Reports: Materials certificates certifying each material item complies with, or exceeds, specified requirements. Certificates of compliance must be signed by materials producer and contractor.
2. Product Verification: Delivery slip for each material shipment, including turf and infill material.
3. Warranties: Product and maintenance warranties must be provided to owner prior to installation.
4. Field test inspection reports and samples for material including Impact attenuation, permeability, and flammability.
5. Playground Grass Surface Installer Qualifications: A list of ten (10) playground surfacing projects completed with a similar product within the last five (5) years. List shall include names of project representatives and respective telephone numbers. This list shall also contain projects which require the same level of difficulty, e.g. number of poles and cutouts, transitions and other special requirements. These ten (10) projects shall have been contracted and installed by the company bidding the job.

6. Product Substitution Submittals: Contractor shall provide the following material for playground grass material substitution.
    a. At least one project in excess of 5,000 square feet and completed in the two (2) years.
    b. Two 1'x1' product samples.
    c. Product warranty and guarantee from manufacturer warranting against all defects for a fifteen (15) year period.
    d. A written guarantee from manufacturer for workmanship.
    e. Impact attenuation (per fall height requirements), permeability and flammability test results from independent approved and certified testing laboratories.
    f. The artificial grass installer/contractor will provide a maintenance procedure for the installed surface.

1.5 TESTING OF MATERIALS

A. The following are test results from an independent testing laboratory which must also be submitted:
    a. Impact Attenuation: ASTM 1292-04: Impact attenuation test results will be provided. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission. Guidelines for impact attenuation (G-max and Head Injury Criterion "H.I.C."). Test results must be administered and evaluated under the same test and these results must be shown for three drops at each required temperature: 32o, 72o, 120o; yield less than 200 G's and less than 1,000 H.I.C. Only test results from ASTM testing approved laboratories, F8 committee will be acceptable. Approved testing laboratories are TSI and Detroit Testing.
    b. Permeability: Product shall meet or exceed a coefficient of permeability of 100" per hour. NOTE: From a geotechnical standpoint, the permeability of a material is a measure of the velocity at which water will flow through the void spaces or pores under a given hydraulic gradient. The product shall handle a minimum of 20" of rainfall per hour.

B. Flammability (PILL test)
    1. NOTE: To assure compliance with a, b, and c installation shall be provided by an approved installer, who has at least five successful installs.

1.6 QUALITY ASSURANCE

A. The artificial grass is to be installed per manufacturer's specifications.

B. All artificial grass and components shall be provided by a single source.

1.7 DELIVERY, STORAGE & HANDLING

A. Synthetic grass will be delivered in rolls 15' wide, wrapped in plastic. SafetyFoam Pro™ will be delivered on pallets in a separate shipment.
    1. Products will be stored out of site (as much as possible) and secured to prevent tampering.

1.8 WARRANTY OF THE MATERIAL AND WORKMANSHIP

A. The synthetic grass installed under this contract will be warranted for a period of fifteen (15) years for materials and workmanship and covers the surface for wear through, deterioration and excessive fading/ UV degradation. Vandalism and force majeure will not be covered. Written warranty must be submitted by the installer.

B. When defective material or workmanship is discovered which will require repair or replacement, all such repair work or replacement work shall be done by the contractor at its own expense after written notification is given of such required repairs. However, if the contractor fails to comply with the requirements of the above guarantee within reasonable time after notification is given, the repairs will be made by others at the contractor's expense.

1. Any unsafe conditions that arise shall be secured and maintained by the installer until all required repairs or replacements have been completed.
2. All resurfacing will conform in kind and quality to the specifications set forth in the plans and specifications and will be free of defects in workmanship and material.

## PART 2 PRODUCTS

2.1 SYNTHETIC PLAYGROUND GRASS BASIS OF DESIGN OR APPROVED EQUAL

A. Resilient safety surface shall be Playground Grass Ultra as manufactured by ForeverLawn Inc. Local Contact: Jordan Mullen, ForeverLawn Des Moines, 515-350-5868, jordan@dsm.foreverlawn.com. Resilient safety surface shall meet all of the following requirements independently and collectively:

1. Primary blades are a polyethylene slit film with anti-microbial agent AlphaSan® integrated into the primary yarn. Secondary blades are a heat set textured nylon monofilament.
2. Yarn Color: Primary Olive Green, Secondary Turf Green/Tan Blend
3. Yarn Count: Primary 5,040/1. Secondary 4,200/8
4. Weight: The product face weight shall be 48 ounces. With backing, the total weight of the product shall be 103 ounces.
5. Tufting: Dual yarn, same row. The tufting gauge will be 3/8", blade height 1 1/2".
6. Backing: The backing shall be a multi-layered, three part backing.
   a. Three-layer premium backing made with BioCel polyurethane and 100% recycled geotextile nonwoven fabric on a dual layer primary.
7. Antistatic Technology: XStatic proprietary, patented antistatic technology
8. Antimicrobial Protection: AlphaSan

B. Seams: Primary seaming system shall be a micromechanical bonding

C. Resilient subsurface padding: SafetyFoam Pro which is a closed cell expanded polypropylene panel.

D. Infill: 0.75-1 lb Rubber psf or 3.75-4 lb sand psf required.

## PART 3 EXECUTION

3.1 BASE REQUIREMENTS

A. The base is existing pcc concrete paving.

3.2 PREPARATION

A. The perimeter of the area shall be defined with a composite nailer board, unless an acceptable surface for anchoring the turf currently exists. These nailer boards will be secured into concrete or blacktop, or held in place with rebar spikes.

B. Cleaning: the entire surface shall be clean and free from any foreign and loose material.

3.3 INSTALLATION

A. SafetyFoam Pro subsurface padding will be laid out in a 2’x4’ grid of interlocking panels over the base.

B. Synthetic Turf: The turf will be rolled out in sections, cut around the poles, and seamed together using the micromechanical seaming system as the primary bond.

C. Securing: The turf will be secured around the perimeter. If using nailer boards, stainless steel staples will be used to secure the turf to the boards. Staples will be placed every 3”. (See edge details)

**END OF SECTION**