

**MEYER**  
G R O U P

# **CONSTRUCTION SPECIFICATION**

July 15, 2011

Project Number: 1110B & 1010B

Bid Number: 11-0373

City of Duluth – Public Library:  
Mechanical System and Building Envelope Upgrades  
520 West Superior Street  
Duluth, Minnesota

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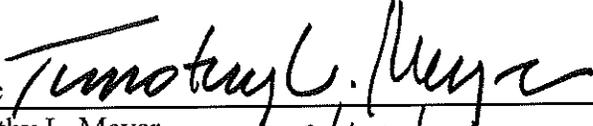
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Project Name: City of Duluth – Public Library  
2011 Mechanical System & Building Envelope Upgrades

PROJECT NUMBER: 1110B & 1010B

Date: 7/15/2011

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Name		Registration Number
Timothy L. Meyer	7/15/2011	21619 - MN

ARCHITECT: **MEYER GROUP, P.C.**  
410 US Bank Place  
130 West Superior Street  
Duluth, MN 55802  
(218)727-1330

DOCUMENT 000101 - PROJECT TITLE PAGE

**PROJECT MANUAL VOLUME**

Duluth Public Library – Mechanical System and Building Envelope Upgrades

City of Duluth

Duluth, Minnesota

Owner Project No. 1110B & 1010B

Architect Project No. 11-004

**Meyer Group, P.C.**

410 US Bank Place

130 West Superior Street

Duluth, MN 55802

Phone: 218-727-1330

Fax: 218-727-1338

Web Site: [www.meyergroupduluth.com](http://www.meyergroupduluth.com)

Issued: July 15, 2011

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END OF DOCUMENT 000101

DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled **T000** dated July 15, 2001, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

T000 Title Page

**ARCHITECTURAL**

A100 Basement and Ground Floor Plan & Ballard Detail  
A101 First and Second Floor Plan  
A200 Exterior Elevations  
A300 Basement & Ground Floor Reflective Ceiling Plan  
A301 First & Second Reflective Ceiling Plan  
A400 Roof Plan

Existing April 7, 1977 Mechanical Drawings M1-M8 for reference only.

**MECHANICAL**

M000 Basement Floor Mechanical Plan  
M100 Ground & First Floor Mechanical Plan  
M200 Second Floor Mechanical Plan  
M300 Mechanical Schedules  
M400 Mechanical Details & Schematics

**ELECTRICAL**

E000 Basement Floor Power & Systems Plan  
E100 Ground & First Floor Power & Systems Plan  
E200 Second Floor Power & Systems Plan  
E300 Schedules & Details

END OF DOCUMENT 000115

DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.
  - 1. Regulatory Requirements: City of Duluth-Purchasing shall govern submittal, opening, and award of bids.
- B. Project Identification: Duluth Public Library – 1110B & 1010B
  - 1. Project Location: 520 West Superior St., Duluth, MN 55802
- C. Owner: City of Duluth
  - 1. Owner's Representative: Terry Groshong, City Architect  
1532 West Michigan St., Duluth, MN 55806
- D. Architect: Timothy L. Meyer, Meyer Group, P.C.  
410 US Bank Place, 130 West Superior St., Duluth, MN 55802
- E. Project Description: Project consists of Duluth Public Library Mechanical System and Building Envelope Upgrades
  - 1. Project cost range is anticipated to be under \$1,000,000.
- F. Construction Contract: bids will be received for the following work:
  - 1. General Contract (all trades)
  - 2. Multiple Contract Project consisting of the following prime contracts:
    - a. General Building Contract
    - b. Plumbing Construction
    - c. Mechanical Construction
    - d. Electrical Construction

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
  - 1. Bid Date: August 16, 2001.
  - 2. Bid Time: 2:00p.m. local time.

3. Location: City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota in Room 100 City Hall, Duluth, MN 55802

B. Bids will be thereafter publicly opened and read aloud.

#### 1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 30 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

#### 1.4 PREBID MEETING

A. Prebid Meeting: See Document 002513 "Prebid Meetings."

B. Mandatory Prebid Meeting: A Mandatory Prebid meeting for all bidders will be held at Main Duluth Public Library on Thursday August 4, 2011 at 2:00 p.m., local time. Prospective prime bidders are required to attend.

1. Bidders' Questions: Architect will provide responses at Prebid conference to bidders' questions received up to two business days prior to conference.

#### 1.5 DOCUMENTS

A. Printed Procurement and Contracting Documents: Obtain after July 15, 2011, by contacting Shel-Don Reproduction Center, 124 E Superior Street, Duluth, MN 55802 phone# (218)727-2817. Documents will be provided to prime bidders only; only complete sets of documents will be issued.

1. Deposit: \$100.00.

2. Shipping: Additional shipping charges of will apply, Contact Shel-Don

B. Online Procurement and Contracting Documents: Obtain access after July 15, 2011, by contacting City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota in Room 100 City Hall, Duluth, MN 55802. Online access will be provided to prime bidders.

C. Viewing Procurement and Contracting Documents: Examine after July 15, 2011, at the locations below:

1. Meyer Group, P.C., City Purchasing Office; City Architect's Office; Duluth Builder's Exchange; McGrawhill Construction; Minneapolis Builder's Exchange; Reed Construction Data, and the St. Paul Builder's Exchange.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be prequalified by Owner.
- B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 NOTIFICATION

- A. This Advertisement for Bids document is issued by City of Duluth Purchasing.
- B. Attention is called to the fact that not less than the minimum salaries, wages and benefits as set forth in the contract documents must be paid on this project. The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin and must meet the affirmative action goals. Contractors are encouraged to subcontract with disadvantage business enterprises when possible.
- C. The City of Duluth reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the City of Duluth for a period not to exceed thirty (30) days from the date of opening the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the contract.
- D. The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

END OF DOCUMENT 001113

DOCUMENT 001115 - ADVERTISEMENT FOR PREQUALIFICATION OF BIDDERS

1.1 NOTIFICATION

- A. Notice to Prospective Bidders: Owner will receive sealed Submittal of Qualifications from contractors interested in submitting construction bids on Project(s) described in this Advertisement, until the time and date given below.
  - 1. Regulatory Requirements: City of Duluth shall govern submittal and evaluation of qualifications.
- B. Owner: City of Duluth
  - 1. Owner's Representative: Terry Groshong, City Architect  
1532 West Michigan St., Duluth, MN 55806

1.2 PROJECT INFORMATION

- A. See Document 001113 "Advertisement for Bids" for Project information.
- B. Project Identification: From City Purchasing
  - 1. Project Location: 520 West Superior St., Duluth, MN 55802
- C. Project Description: Project consists of Mechanical System and Building Envelope Upgrades
  - 1. Project cost range is anticipated to be under \$1,000,000
  - 2. Project is anticipated to commence September 1, 2011
  - 3. Project is anticipated to be substantially complete no later than January 1, 2012
- D. Construction Contract: Prospective Bidders will prequalify for the following Work:
  - 1. General Contract (all trades).
  - 2. Multiple Contract Project consisting of the following prime contracts:
    - a. General Building Construction.
    - b. Plumbing Construction.
    - c. Mechanical Construction.
    - d. Electrical Construction.

## SUBMITTAL OF PROSPECTIVE BIDDERS' QUALIFICATIONS

- E. Owner will receive sealed Submittal of Qualifications until the time and date at the location given below. Owner will consider submittals prepared in compliance with the Request for Qualifications issued by Owner, and delivered as follows:
1. Date: August 16, 2011.
  2. Time: 2:00 p.m. local time.
  3. Location: City Purchasing Office located in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340.
- F. Submittals of Qualifications will thereafter be evaluated by Owner and the names of the prequalified bidders will thereafter be published. Prospective Bidders' qualification information shall be considered privileged and confidential.

### 1.3 DOCUMENTS

- A. Printed Prequalification Documents: Obtain after July 15, 2011, by contacting Owner. Submittal will be in the form of AIA Document A305, "Contractor's Qualification Statement," with supplemental attachments and affidavit described in the documents.
- B. Online Prequalification Documents: Obtain access after July 15, 2011, by contacting Owner. Submittal will be in the form of printed AIA Document A305, "Contractor's Qualification Statement," with supplemental attachments described in the documents.

### 1.4 QUALIFICATIONS OF PROSPECTIVE BIDDERS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.
- B. The completed Prequalification Submittal for each Prospective Bidder will be evaluated by Owner according to the following criteria, described in greater detail in the documents:
1. Proper license under the laws governing their respective trade(s).
  2. Capacity to provide adequate Performance Bond, Labor and Material Payment Bond, and Insurance in a form acceptable to Owner.
  3. Adequate financial resources, work-in-hand capacity, adequate organization, and acceptable past performance.
  4. Applicable experience of firm, including experience of Project and field management staff to be assigned to the Work.

1.5 NOTIFICATION

- A. This Advertisement for Prequalification of Bidders document is issued by City of Duluth Purchasing.

END OF DOCUMENT 001115

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Duluth Public Library – 11-004
  - 1. Project Location: 520 West Superior St., Duluth, MN 55802
- C. Owner: City of Duluth
  - 1. Owner's Representative: Terry Groshong, City Architect  
1532 West Michigan St., Duluth, MN 55806
- D. Architect: Timothy Meyer, Meyer Group, P.C.  
410 US Bank Place, 130 West Superior St., Duluth, MN 55802
- E. Project Description: Project consists of Mechanical System And Building Envelope Upgrades
- F. Construction Contract: Bids will be received for the following Work:
  - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
  - 1. Bid Date: August 16, 2011.
  - 2. Bid Time: 2:00 p.m., local time.
  - 3. Location: City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota in Room 100 City Hall, Duluth, Minnesota 55802, (218)730-5340.
- B. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of (5) percent of the bid amount. No bids may be withdrawn for a period of (60) days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID CONFERENCE

- A. A Mandatory Prebid conference for all bidders will be held at the Main Duluth Public Library on Thursday, August 4, 2011 at 2:00 p.m., local time. Prospective bidders are required to attend.

1.5 DOCUMENTS

- A. Printed Procurement and Contracting Documents: Obtain after July 15, 2011 by contacting City Purchasing Office located in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340. Documents will be provided to prime bidders only; only complete sets of documents will be issued.
  - 1. Deposit: \$100.00.
  - 2. Shipping: Additional shipping charges will apply, Contact Shel-Don.
- B. Online Procurement and Contracting Documents: Obtain access after July 15, 2011 by contacting City Purchasing Office located in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340. Online access will be provided to prime bidders only.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be prequalified by Owner.
- B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF DOCUMENT 001116

CITY OF DULUTH ~ INVITATION TO BID

PROJECT NAME/DESCRIPTION: *Main Public Library Mechanical System & Building Envelope Updates*

PROJECT NUMBER: *1110B & 1010B*

BID NUMBER: *11-0373*

Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340 at 2:00 p.m., local time on *Tuesday, August 16, 2011* for the *Main Public Library Mechanical System & Building Envelope Updates in Duluth, Minnesota*; immediately thereafter, bids will be taken to Room 106A City Hall where they will be publicly opened and read aloud.

**NOTICE TO BIDDERS:**

1. **A Project Labor Agreement (PLA) will be required for any bid that is over or could virtually go over \$150,000.**
2. **Unless a Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments.**

This advertisement is also available on the City of Duluth website at [http://www.duluthmn.gov/purchasing/bid\\_information.cfm](http://www.duluthmn.gov/purchasing/bid_information.cfm)

In general, this project consists of *upgrading to existing building mechanical system, alternates to reroof existing built-up roof and reseal existing panel and/or window joints.*

Proposal forms, contract documents, plans and specifications as prepared by the firm of Meyer Group, P.C. are on file at the following offices: City Purchasing Office; City Architect's Office; Duluth Builder's Exchange; McGrawhill Construction; Minneapolis Builder's Exchange; Reed Construction Data, and the St. Paul Builder's Exchange.

Copies of bidding documents may be obtained by contacting our City Purchasing Office located in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340.

Attention is called to the fact that not less than the minimum salaries, wages and benefits as set forth in the contract documents must be paid on this project. The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin and must meet the affirmative action goals. Contractors are encouraged to subcontract with disadvantage business enterprises when possible.

The City of Duluth reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the City of Duluth for a period not to exceed thirty (30) days from the date of opening the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the contract.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITYOF DULUTH

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Dennis Sears, Purchasing Agent

## DOCUMENT 001153 - REQUEST FOR QUALIFICATIONS

### 1.1 PURPOSE, LAWS, AND REGULATIONS

- A. The purpose of the Prequalification Procedure described in this Document is to provide Owner with a mechanism to evaluate and determine whether Prospective Bidders are qualified to participate in the construction of Project. Evaluation will be limited to that office of the Prospective Bidder that is proposed to perform the Work.
- B. Applicable provisions of City of Duluth procurement shall be observed in the soliciting, receiving, and evaluating of Prospective Bidders' qualifications.
- C. Prospective Bidders are required to comply with these Requirements for Prequalification. Only those Prospective Bidders who have complied with the Requirements for Prequalification and have been determined to be qualified will be eligible to submit construction bids on Project.

### 1.2 DEFINITIONS

- A. Financial Statement: The requirement for submitting a financial statement as an attachment to AIA Document A305, "Contractor's Qualification Statement" shall be understood to mean a certified annual audit, prepared according to generally acceptable accounting practices and signed by an independent certified public accountant. A Reviewed Statement of Assets and Liabilities prepared and signed by an independent certified public accountant, is also acceptable. A self-prepared annual compiled financial statement or balance sheet is unacceptable.
- B. Prospective Bidder: A Prospective Bidder is a person or entity who submits a Submittal of Qualifications to Owner.
- C. Project: Generally described in the Advertisement for Bids.

### 1.3 PREQUALIFICATION DOCUMENTS

- A. Prequalification Documents: Consist of the Advertisement for Prequalification of Bidders; this Request for Qualifications document; AIA Document A305, "Contractor's Qualification Statement"; and additional documents issued by Owner.
- B. Obtaining Prequalification Documents: Prospective Bidders may obtain complete sets of the Prequalification Documents from the issuing office designated in the Advertisement for Prequalification of Bidders. Prospective Bidders shall use complete sets of Prequalification Documents in preparing their submittal. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Prequalification Documents.
- C. Interpretation or Correction of Prequalification Documents: If the Prospective Bidder is in doubt as to the interpretation of any part of the Prequalification Documents, or finds discrepancies in or omissions from any part of the Prequalification Documents, it must submit a

written Request for Interpretation thereof no later than seven days prior to acceptance of Submittals of Qualifications. Address all communications to Owner.

#### 1.4 PREQUALIFICATION PROCEDURES

##### A. Form of Prequalification Submittal:

1. Submittals of Prequalification must be submitted in duplicate on AIA Document A305, "Contractor's Qualification Statement," properly executed and with all items filled out in ink or typed, and all additional data, attachments, and forms provided. Do not change or add words to the Qualification Statement or forms. All signatures must be original (and sealed if a corporation) and must be notarized and sealed by a Notary Public.

##### B. Modification to Requirements for Prequalification:

1. Clarifications, alterations, or changes made by Owner to the Requirements for Prequalification shall be in writing only. Verbal information is not valid or binding.
2. Modifications will be mailed or delivered to those Prospective Bidders having obtained Prequalification Documents from the issuing office.

##### C. Submission of Prequalification Documents:

1. Each Submittal of Prequalification shall be delivered to the location indicated in the Advertisement for Prequalification on or before the day and hour set for receipt of Submittals. Each Submittal of Prequalification shall be submitted in an opaque, sealed envelope marked in the lower left-hand corner as follows:
  - a. Bidder's Prequalification Statement for Duluth Public Library Mechanical System and Building Envelope Upgrades
  - b. Prospective Bidder's Name.
  - c. Prospective Bidder's Address.
  - d. Contractor's License No.
  - e. Date and Time for Submittal.
2. If not delivered in person, this envelope shall be enclosed in a second envelope for posting to the location indicated for receipt of bids. This envelope shall be addressed as follows:
  - a. Bidder's Prequalification Statement for Duluth Public Library Mechanical System and Building Envelope Upgrades
  - b. Date and Time for Submittal.
  - c. City of Duluth
  - d. c/o Terry Groshong, City Architect, 1532 West Michigan Street
  - e. Duluth, MN 55806
  - f. Contractor's License No. (In return address).
3. Include a completed copy of the Prequalification Checklist attached to the cover of the Submittal.

4. It is the sole responsibility of the Prospective Bidder to ensure that its submittal is received by the submittal date and time. No faxed or e-mail submittal or modification of a submittal will be considered. No submittal submitted after the time fixed for receiving submittals will be considered; late submittals will be returned to the Prospective Bidder unopened.
5. Owner reserves the right to waive any informality and to request additional information from Prospective Bidders, at Owner's discretion.

D. Attachments:

1. Prospective Bidders shall complete all required forms and attachments described in the Prequalification Documents, entering "Not Applicable" where information does not apply. Absence of any of the forms included in the Prequalification Documents will be reason for possible disqualification.

E. Status of Prospective Bidders:

1. Proprietors submitting bids shall indicate their status as proprietors.
2. Prospective Bidders submitting qualifications for partnerships shall indicate their status as partners and shall submit a certified copy of the power of attorney authorizing the executor of the submittal to bind the partnership.
3. Prospective Bidders submitting qualifications for corporations shall indicate their status as corporations and shall submit a certified copy of the board of directors' authorization for the Prospective Bidder to bind the corporation and shall affix the corporate seal on the submittal.
4. Prospective Bidders shall provide the following:
  - a. Names and addresses of proprietors, of all members of a partnership, or of the corporation's officers.
  - b. Name of jurisdiction where the partnership is registered or where the corporation is incorporated. Corporations must be licensed to do business in Project state at the time of executing the Contract.

1.5 WITHDRAWAL

- A. A Qualification Statement may be withdrawn on personal request received from the Prospective Bidder.

1.6 PREQUALIFICATION CRITERIA

- A. Prospective Bidders must demonstrate the following to the satisfaction of Owner:
  1. Proper license under the laws and regulations governing their respective trade(s).

2. Capacity to provide Performance Bond, Labor and Material Payment Bond, and Insurance in a form acceptable to Owner in amounts adequate to bond the Work based on the scope indicated in the Advertisement for Prequalification's.
3. Applicable experience of firm as described in the Contractor's Qualification Statement, including the following:
  - a. Experience of Firm: The firm in its current organization shall have successfully completed minimum of five projects of similar type, quality, and scope, including a minimum of two within the last three years. The firm shall have a record of project completion, credit record, record of judgment claims, arbitration proceedings, and suits pending or outstanding acceptable to Owner.
  - b. Experience of Firm Officers: The firm officers shall have personal record of project completion acceptable to Owner.
  - c. Experience of Project and Field Management Staff to Be Committed by the Prospective Bidder to carry out the Work: The assigned project manager and field superintendent must have successfully completed minimum of three projects of similar type, quality, and scope.
  - d. For purposes of this submittal, reference to "key individuals" as described in the Contractor's Qualification Statement shall be understood to mean the principal in charge, the project manager(s), and the project field superintendent(s) committed by the Prospective Bidder to carry out the Work of this Project. Prospective Bidder by submitting qualifications of key individuals agrees that Owner reserves the right to approve or reject subsequent reassignment of key individuals.
  - e. For purposes of this submittal, "successful completion" shall be understood to mean completion of project within project schedule and budget. Provide additional information indicating reasons why any referenced project did not meet project schedule or project budget.
  - f. For purposes of this Qualification, "similar project" shall be understood to include the following project elements:
    - 1) Automated building systems (controls, fire detection and alarm, technology wiring infrastructure, intercommunications).
    - 2) Renovation/addition work on occupied sites.
4. Adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments.
5. Work-in-hand capacity, such that the Prospective Bidder demonstrates adequate work under contract to continue its business operations at least at their current level, at the same time indicating the capability to carry out Owner's proposed work.
6. Adequate organization to complete work of the scope anticipated, including firm management, project management, field superintendence, and field engineering and quality control.
7. Acceptable past performance as indicated by firm's references, including ability to meet contract time and to monitor, manage, and communicate interim scheduling requirements, to carry out required quality-control activities, to properly prepare interim and final payment requests, and to successfully complete project closeout requirements.

8. Acceptable documentation of firm's ability to comply with Owner's Minority-owned business enterprise/woman-owned business enterprise (MBE/WBE) requirements. Prospective Bidders shall contact Owner to obtain copies of requirements.
9. Acceptable documentation of firm's employee screening practices as indicating by affidavit describing background check procedures for firm's employees and requirements for same incorporated in firm's subcontracts.

- B. Consideration of qualifications may be withheld if the Qualification Statement shows any unexplained erasures, omissions, alterations of form, additions not called for, added restrictions or qualifying conditions, or other irregularities of any kind.
- C. Owner may make such investigations as it deems necessary to determine the ability of the Prospective Bidder to perform the Work, and the Prospective Bidder shall furnish to Owner all such information for this purpose as Owner may request. Owner reserves the right to withhold qualification if the evidence submitted by or investigation of such Prospective Bidder fails to satisfy Owner that such Prospective Bidder is properly qualified to carry out the obligations of the proposed Project. The determination of which bidders are prequalified is not protestable, except as allowed by law.
- D. Prequalification Submittal and data contained therein is considered privileged and confidential and will not be disclosed to any outside party except as required by law.

#### 1.7 BONDS AND INSURANCE

- A. The Prospective Bidder shall provide as part of the Submittal of Qualifications evidence of its ability to furnish below:
  1. Performance Bond, a Payment Bond, and a Labor and Material Bond, each in the amount of 100 percent of the Contract Sum, with a corporate surety authorized to transact business in Project's jurisdiction.
  2. Satisfactory certificates of insurance in the amount and types required by statute, but not less than the following:
    - a. Professional design errors and omissions insurance endorsement for delegated design by Contractor's professional engineer.
    - b. Workers' Compensation insurance provisions: statutory limits.
    - c. Commercial General Liability insurance provisions: at limits established by Owner in Project Contract Documents.

#### 1.8 ACCEPTANCE OF QUALIFICATIONS

- A. Prospective bidders will be notified of Owner's determination, not to exceed (30) days from the date of submission.

- B. Evaluations will be confidential. Notifications will be publicly available information.
- C. Owner may deny prequalification if it finds one or more of the following:
  - 1. The Prospective Bidder does not have sufficient financial capacity to perform the Work.
  - 2. The Prospective Bidder does not have the appropriate experience to perform the Work, including, but not limited to, having met the experience criteria set forth herein.
  - 3. The Prospective Bidder or any officer, director, or owner thereof has had judgments entered against him within the past five years for the breach of contracts for governmental or nongovernmental construction work including, but not limited to, design-build or construction management contracts.
  - 4. The Prospective Bidder has been in substantial noncompliance with the terms and conditions of prior construction with Owner, or in documented substantial noncompliance with the terms and conditions of prior construction with another public body without good cause.
  - 5. The Prospective Bidder or any officer, director, owner, or chief financial official thereof has been convicted within the past 10 years of a crime related to governmental or nongovernmental construction or contracting.
  - 6. The Prospective Bidder or any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the Federal Government.
  - 7. The Prospective Bidder failed to provide to the public body in a timely manner any information required by the public body relevant to the six preceding subparagraphs.
  - 8. The Prospective Bidder provides false, nonresponsive, misleading, or incomplete information for items required herein.
- D. The acceptance of a Prospective Bidder's qualifications will be a Notice of Prequalification, signed by a duly authorized representative of Owner; no other act by Owner or its agents shall constitute the acceptance of qualifications. The acceptance of a Prospective Bidder's qualifications by Owner does not constitute a contract or promise to award a contract to the Prospective Bidder.

#### 1.9 PROSPECTIVE BIDDER'S CHECKLIST

- A. In an effort to assist the Prospective Bidder in properly completing all documentation required, the following checklist is provided for the Prospective Bidder's convenience. The Prospective Bidder is solely responsible for verifying compliance with prequalification requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.

- Reviewed the Prequalification Documents, including the Advertisement for Prequalification and Requirements for Prequalification, prior to preparing this submittal.
- Prepared AIA Document A305, "Contractor's Qualification Statement," as required by the document instructions and by the Requirements for Prequalification, including all attachments and data required as part of the Qualification Statement, properly notarized.

- Attached: Copy of applicable Contractor's license(s).
- Attached: Affidavit of Employee Screening.
- Attached: Resumes of key individuals.
- Attached: Other attachments as necessary to provide information required.
- Envelope shows name and address of the Prospective Bidder.
- Envelope shows the Prospective Bidder's Contractor's License No.
- By submitting notarized statement, the Prospective Bidder certifies that the Bidder can provide executed Performance Bond and Labor and Material Bond meeting requirements given in the Requirements for Prequalification.
- By submitting notarized statement, the Prospective Bidder certifies that the Bidder can provide Certificates of Insurance in the amounts indicated in the Requirements for Prequalification.

END OF DOCUMENT 001153

## DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

### 1.1 INSTRUCTIONS TO BIDDERS

A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

B. Use of Separate Bid Forms. These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders and are not to be detached from the contract document, filled out, or executed. Separate copies of bid forms are furnished for that purpose.

C. Interpretations or Addenda. No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Duluth. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the offices of the Purchasing Agent and City Architect at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract, and all bidders shall be bound by such addenda, whether or not received by the bidders.

D. Inspection of Site. Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing; and the City of Duluth will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

E. Alternative Bids. No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

F. Bids.

1. All bids must be submitted on forms supplied by the City of Duluth Purchasing Agent and shall be subject to all requirements of the contract documents, including the drawings, and these Instructions to Bidders. All bids must be regular in every respect; and no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.

2. Bid documents including the bid and the bid guaranty shall be enclosed in an envelope which

shall be sealed and clearly labeled with the project number, if any, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. If proposal is mailed, this envelope shall be placed in another envelope which shall be sealed and labeled with project number, if any, name of bidder, and date and time of bid opening -- and addressed to City of Duluth Purchasing Agent, 100 City Hall, Duluth, Minnesota 55802.

3. The City of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached, and at its option may reject the same.

4. If the project is awarded, it will be awarded by the City of Duluth to the lowest responsible bidder assuming that the bids are within funds available based on the lowest base bid and or in combination with selected alternates (if any). The alternates will be accepted in numerical priority order, as shown on the bid form. By the award of the contract, it is assumed that the work will be completed within the time-frame as specified within the contract documents.

5. Each bidder shall include in his bid the following information:

Principals -- Names  
Social Security Numbers  
Home Addresses, including city, state, & zip code

Firm -- Name  
Treasury Number  
Address  
City, State & Zip Code

Mechanical & Electrical Subcontractors -- Names of firms that will do the mechanical and electrical work and the amounts of the mechanical and electrical sub-bids, if applicable and when (where indicated on Bid Proposal Form).

#### G. Bid Guaranty.

1. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.

2. Revised bids submitted before the opening of bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.

3. Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S.

Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.

#### H. Collusive Agreements

1. The successful bidder on each City of Duluth construction project shall be required to execute a City of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

2. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval, and an affidavit substantially in the form provided in Section 103 of General Conditions hereof.

I. Unit Prices. The unit price for each of the several items in the proposal of each bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications as provided for in Section 109 hereof.

J. Corrections. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

#### K. Time for Receiving Bids.

1. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City Purchasing office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

2. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

L. Opening of Bids. At the time and place fixed for the opening of bids, the City Purchasing Agent will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

O. **Withdrawal of Bids.** Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

P. **Award of Contract: Rejection of Bids.**

1. The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The City of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

2. The City of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents.

Q. **Execution of Agreement: Performance and Payment Bond.**

1. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Duluth an agreement in the form as furnished by the City, in such number of copies as the City of Duluth may require.

2. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish:

- a) A performance bond for the use and benefit of the City of Duluth to complete the contract according to its terms, and conditioned on saving the City of Duluth harmless from all costs and charges that may accrue on account of completing the specified work; and
- b) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

Both the performance bond and the payment bond shall be in a penal sum of not less than the amount of the contract awarded. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, that of the agreement. A current power of attorney for the person who signs for any surety company shall be attached to such bonds.

3. The failure of the successful bidder to execute such agreement to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Duluth may grant, based on reasons determined sufficient by the City of Duluth, shall constitute a default, and the City of Duluth may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Duluth for a refund.

R. Wages and Salaries.

1. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.

2. The rates of pay set forth under General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

S. Equal Employment Opportunity. Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section II).

T. Employment and Business. Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the City of Duluth. Additionally, efforts should be made, if any work is subcontracted, to award subcontracts to concerns located in or owned in substantial part by persons residing in the City of Duluth.

U. Sales and Use Taxes. It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his expense, for which no direct compensation will be made by the City to the contractor over and above the accepted bid.

V. Pre-Bid/Pre-Construction Meetings.

1. Seven (7) days prior to bid date, a pre-bid meeting will be held (see Bid Form for time and

place). All prime bidders are requested to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any prime bidders to attend this meeting could jeopardize the contract award.

2. Approximately seven (7) days after City Council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his construction schedule, cost breakdown, required submittals, etc.

W. Equal Employment Opportunity (EEO) Affirmative Action Police Statement and Compliance Certificate.

1. The successful bidder on each City of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.

2. Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

DOCUMENT 002513 - PREBID MEETINGS

1.1 PREBID MEETING

- A. Architect will conduct a Mandatory Prebid meeting as indicated below:
1. Meeting Date: Thursday, August 4, 2011.
  2. Meeting Time: 2:00 p.m., local time.
  3. Location: The Main Duluth Public Library, 520 W Superior Street, Duluth, MN 55802, (218)730-4200.
- B. Attendance:
1. Prime Bidders: Attendance at Prebid meeting is mandatory.
  2. Subcontractors: Attendance at Prebid meeting is recommended.
  3. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet.
- C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two business days prior to meeting.
- D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
1. Procurement and Contracting Requirements:
    - a. Advertisement for Bids.
    - b. Instructions to Bidders.
    - c. Bidder Qualifications.
    - d. Bonding.
    - e. Insurance.
    - f. Bid Security.
    - g. Bid Form and Attachments.
    - h. Bid Submittal Requirements.
    - i. Bid Submittal Checklist.
    - j. Notice of Award.
  2. Communication during Bidding Period:
    - a. Obtaining documents.
    - b. Access to Project Web site.
    - c. Bidder's Requests for Information.
    - d. Bidder's Substitution Request/Prior Approval Request.
    - e. Addenda.

3. Contracting Requirements:
    - a. Agreement.
    - b. The General Conditions.
    - c. The Supplementary Conditions.
    - d. Other Owner requirements.
  
  4. Construction Documents:
    - a. Scopes of Work.
    - b. Temporary Facilities.
    - c. Use of Site.
    - d. Work Restrictions.
    - e. Alternates, Allowances, and Unit Prices.
    - f. Substitutions following award.
  
  5. Separate Contracts:
    - a. Work by Owner.
    - b. Work of Other Contracts.
  
  6. Schedule:
    - a. Project Schedule.
    - b. Contract Time.
    - c. Liquidated Damages.
    - d. Other Bidder Questions.
  
  7. Site/facility visit or walkthrough.
  8. Post-Meeting Addendum.
- E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.
  2. List of Planholders: Minutes will include list of planholders.

END OF DOCUMENT 002513

## DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

### 1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

### 1.2 QUALITY ASSURANCE

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

### 1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

### 1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect Procurement Substitution Request must be made in writing in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than (10) days prior to date of bid opening.

2. Submittal Format: Submit three copies of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
3. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.
  - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
  - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
    - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
    - 2) Copies of current, independent third-party test data of salient product or system characteristics.
    - 3) Samples where applicable or when requested by Architect.
    - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
    - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
  - c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
  - d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

DOCUMENT 003119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing at the office of the Architect.
- C. Related Requirements:
  - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
  - 2. Document 003126 "Existing Hazardous Material Information" for hazardous materials reports that are made available to bidders.
  - 3. Document 003132 "Geotechnical Data" for reports and soil-boring data from geotechnical investigations that are made available to bidders.

END OF DOCUMENT 003119

DOCUMENT 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing asbestos report for Project is available for viewing at the office of Owner.
- C. Related Requirements:
  - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
  - 2. Document 003119 "Existing Condition Information" for information about existing conditions that is made available to bidders.
  - 3. Document 003132 "Geotechnical Data" for reports and soil-boring data from geotechnical investigations that are made available to bidders.
  - 4. Section 024116 "Structure Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.
  - 5. Section 024119 "Selective Structure Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

END OF DOCUMENT 003126

DOCUMENT 003143 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. Permit Application: Complete building permit application and file with authorities having jurisdiction within (5) days of the Notice to Proceed.
- C. Permit Application: The building permit for Project has not been applied for. A copy of the Permit Application is available from the City of Duluth- Building Safety Office.

END OF DOCUMENT 003143



REQUEST FOR BID  
 Date:  
 Project #: 1110B & 1010B  
 Bid #: 11-0373

CITY OF DULUTH

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION  
 100 City Hall  
 Duluth, Minnesota 55802

PHONE: (218)730-5340  
 FAX: (218)730-5921

**BID OPENING AT:** \_\_\_\_\_ AM/PM ON \_\_\_\_\_, \_\_\_\_\_, 2011

NOTE: All bids must be written, signed and transmitted in a sealed envelope, plainly marked with the Subject Matter and Opening Date. The City of Duluth reserves the right to split award where there is substantial savings to the City, waive informalities and to reject any and all bids. Bidder shall state in proposal if Bid price is based on acceptance of total order. Sales Tax is not to be included in the unit price. Bidder shall state freight charges if, the proposal F.O.B. is shipping point, freight not allowed. Low Bid will not be the only consideration for award of Bid. All pages shall be signed or initialed by authorized bidder=s representative as indicated at the bottom of the page(s) of the request for bid forms.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE TO THE CITY PURCHASING OFFICE

BID DEPOSIT REQUIREMENTS: 5% of Bid Amount  
 Deposit shall mean cash, cashier=s check, or corporate surety bond payable to or in favor of City of Duluth.

PERFORMANCE and PAYMENT BONDS: Shall be required of the successful bidder. Bonds shall BOTH be in the full amount of the Contract amount.

INSURANCE CERTIFICATE: Shall be required per specified requirements per the attached requirements.

*Designated F.O.B. Point:*  
 City Architect  
 Jobsite(s)

Tax: Federal Excise Exemption  
 Account Number: 41-74-0056 K

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{See Additional Page(s)}					

FREIGHT CHARGES \$ \_\_\_\_\_

NAME \_\_\_\_\_  
 ADDR1 \_\_\_\_\_  
 ADDR2 \_\_\_\_\_  
 ADDR3 \_\_\_\_\_

TOTAL BASE BID \$ \_\_\_\_\_  
 TO INCLUDE ANY ADDITIONAL PAGES

PAYMENT TERMS: \_\_\_\_\_

BY: \_\_\_\_\_  
 (Print) Title

F.O.B. POINT: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

(SIGNATURE) Tele # \_\_\_\_\_  
 The City of Duluth is an Equal Opportunity Employer.

Date:  
 Project #:  
 Bid #:

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{See Additional Page(s)}					

**Project name:**  
Address - Duluth, MN

The undersigned, having familiarized himself/themselves/itself with the existing conditions on the project affecting the cost of the work, and with the Contract Documents which include the Invitation to Bid, the Contract Agreement Form, the Non-Collusion Affidavit, any/all Addenda, General Conditions (parts I & II), the Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), EEO Affirmative Action Policy Statement & Compliance Certificate, and Form of Surety Bond or Bond as prepared by the City of Duluth and on file in the office of the City Architect and City Purchasing Agent, and hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment & services, including utilities and transportation services required to complete the \_\_\_\_\_, specification by \_\_\_\_\_.

BASE BIDS:

001	1	L.S. BASE BID:		\$ _____	\$ _____
			Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a		
			Sum of:		

(In words - See Additional Page(s) as required)

002	1	L.S. <u>Add Alternate #1</u>		\$ _____	\$ _____
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(In words - See Additional Page(s) as required)

003	1	L.S. <u>Add Alternate #2</u>		\$ _____	\$ _____
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(In words - See Additional Page(s) as required)

The Contractor is requested to furnish the information listed below:

**PLUMBING SUB CONTRACTOR:**

\_\_\_\_\_ List the name of the proposed  
plumbing sub-contractor and amount.

**HVAC SUBCONTRACTOR:**

\_\_\_\_\_ List the name of the proposed HVAC  
sub-contractor and amount.

**ELECTRICAL SUB CONTRACTOR:**

\_\_\_\_\_ List the name of the proposed  
electrical sub-contractor and amount.

**Initial:** \_\_\_\_\_

Date:

Project #:

Bid #:

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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{See Additional Page(s)}

**UNIT PRICES:** Unit prices are in Addition/Deletion to the Lump Sum Bid. Bidder must enter all unit prices. All unit prices to include all labor, material and equipment to furnish and install requested item(s).

Initial: \_\_\_\_\_

Date:  
Project #:  
Bid #:

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{See Additional Page(s)}					

Completion Time:

The undersigned hereby affirms & agrees, if awarded a contract, to begin work immediately upon receipt of Notice to Proceed and to substantially complete the work within the time schedule indicated in the Special Conditions, \_\_\_\_ Calender Days.

Security in the sum of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ is submitted herewith in accordance with the Instructions to Bidders, payable without condition to the City of Duluth which is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner if the undersigned fails to execute the contract and furnish bonds required by the contract documents.

Signed: \_\_\_\_\_ for

\_\_\_\_\_ a partnership (or)

\_\_\_\_\_ a corporation incorporated under the laws of the State of

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Address(es): \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that there are no other persons comprising above company or firm than the above names, and that there are no persons or corporations interested in the forgoing proposals, either as principal or subcontractor, other than the above names; also that the proposals are made without any connection with any person or persons acting in any official capacity whatever for the City of Duluth is directly or indirectly interested therein, or any portion of the profit thereof.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_,

\_\_\_\_\_ Notary Public.

Stamp/Seal

Initial: \_\_\_\_\_

Date:  
Project #:  
Bid #:

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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{See Additional Page(s)}

Addendum Receipt Acknowledgments:

Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_ (initial)

Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_ (initial)

Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_ (initial)

Please Note! Please disregard the note on page 1 regarding sales tax for this bid. All applicable sales and/or use tax are to be included in the bid pricing. All bids are to be bid F.O.B. jobsite, the blank on page 1 for freight shall be left blank.

City Project Contact: Terry Groshong,, City Architect - (218)730-5730 & (218)723-3560 FAX

Initial: \_\_\_\_\_

# PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE.** ACCEPTANCE OF THIS ORDER BY SELLER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. ANY TERM OR CONDITION STATED BY THE SELLER IN ANY PRIOR PROPOSAL, ON SELLER'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY BUYER. ANY SUCH TERM OR CONDITION SHALL BE TOTALLY INAPPLICABLE TO THIS ORDER UNLESS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE GOODS OR SERVICES COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF SELLER'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE GOODS ORDERED; INFORMING THE BUYER IN ANY MANNER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING SELLER'S OWN FORM OF ACKNOWLEDGEMENT.
2. **PRICE.** If price (either fixed price or hourly rate[s] in case of a time and material order) and/or delivery is not specified by Buyer on the face of this order, Seller shall immediately submit its best price, delivery date and/or schedule which shall be subject to Buyer's approval and acceptance. Seller warrants that the prices and other terms for the articles sold to Buyer under this order are not less favorable than those extended to all other customers for the same or like articles in equal or less quantities. In the event Seller reduces its price for such articles during the term of this order, Seller agrees to reduce the prices hereof accordingly. If this order is on a time and material basis, the following shall apply; price shall be (a) material at Seller's cost, less scrap, without any charge for handling or otherwise, plus (b) time at agreed hourly rate(s). If both engineering work and manufacturing work are involved, separate hourly rates shall be specified for each thereof. No overtime shall be employed in the performance of this order without Buyer's prior consent and unless separate overtime hourly rate(s) have been specified and agreed upon. No substantial portion of the order shall be subcontracted by Seller without Buyer's written consent. Seller shall maintain adequate accounting records in accordance with generally accepted accounting practice to substantiate all costs, which records shall be open to examination by Buyer at all reasonable times.
3. **PACKING AND SHIPPING.** If Goods are to be delivered under this order, the cost and fee negotiated for this order are deemed to include all packaging and/or storage cost. All Goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On containers, Seller shall mark handling and loading instructions, shipping information, order number, item and account number, shipment date, and names and addresses of Seller and Buyer. An itemized packing list shall accompany each shipment. Overshipments shall be returned to Seller at Seller's risk and expense. Early shipments may, at option of Buyer, be returned to Seller at Seller's risk and expense or may be retained by Buyer and Buyer shall not be liable for payment until the time originally scheduled hereon.
4. **F.O.B. AND RISK OF LOSS.** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order. If transportation is F.O.B. Seller's location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to the carrier. If transportation is F.O.B. Buyer's location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to Buyer's location.
5. **INVOICING.** All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered within 24 hours after each shipment. Taxes, freight and similar charges shall be shown separately. Each invoice shall be accompanied by bill of lading or express receipt. Payments shall be subject to adjustment for errors, shortages, rejections and other causes. Discount period, if any, shall commence on the date invoice is received or goods are received, whichever is later. Buyer secures blanket coverage on all inbound freight. Invoice charges for additional insurance will not be honored unless otherwise specified.
6. **INSPECTION.** All material and workmanship shall be subject to inspection and test by Buyer, both at plant of Seller and of Buyer. Payment shall be subject to final inspection at Buyer's plant. Buyer shall have the right to reject all goods not conforming to specifications or containing defective material or workmanship. Rejected goods shall be returned at Seller's expense and risk, including transportation both ways, promptly after notification of rejection. Buyer may elect to retain defective goods and to remedy defects and deduct cost of remedying same from amount due Seller. Seller warrants that goods shall be produced under a quality control system that provides at a minimum for the prevention and ready detection of discrepancies and for timely and positive corrective action. Seller warrants that he has or is able to obtain the best facilities necessary to meet the technical and regulatory requirements specified. Seller warrants that quality control records are maintained on file for a minimum of one year from date of shipment or as otherwise specified by contract. Buyer reserves the right, upon 72 hours notice, to audit the Seller's facilities and inspection records in connection with this order.
7. **WARRANTY.** In addition and without prejudice to all other warranties expressed or implied by law, Seller warrants that all material or goods covered by this order shall conform to drawings, specifications and other details. All warranties, both expressed and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefits of Buyer and its customers. Without limitation of any rights by reason of any breach of warranty or otherwise, material or goods which are not as warranted may at any time be returned to Seller at Seller's expense for credit, correction or replacement as Buyer may direct.
8. **COMPLIANCE WITH LAWS.** Seller shall comply with all federal, state, and local laws, ordinances, rules and regulations in the manufacture and sale of the Goods and performance of the Services, including but not limited to the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resource Conservation and Recovery Act and all applicable requirements of the Fair Labor Standards Act. Seller will defend and hold Buyer harmless from any loss, damages, or costs arising from or caused in any way by any actual or alleged violation of any federal, state, or local law, condition, rule, or regulation, or failure by the Seller to (i) have any chemical substances sold hereunder included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act or (ii) provide a completed Material Safety Data Sheet (OSHA Form 20 equivalent) for any chemical substances sold hereunder as required by any federal, state or local law, ordinance, rule or regulation.
9. **CHANGES.** Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipment or packing, time or place of delivery, require additional work, or direct the omission of work covered by this order. If any such change causes an increase or decrease in the price under this order, or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing accordingly. Any claim for adjustment under this provision must be asserted within 10 days from date this change is ordered and the amount of such claim must be stated in writing within 30 days thereafter.
10. **BUYER'S PROPERTY, MATERIALS, AND EQUIPMENT.** If Buyer furnishes Seller material or "equipment" ("Equipment" is defined as special dies, molds, jigs, tools, gages, test equipment, masks, etc), or pays for such material or "equipment", title thereto shall remain or vest in Buyer, and Seller shall identify, maintain and preserve such material and "equipment" and shall dispose of it (including scrap) in accordance with Buyer's direction. Such material and "equipment", and whenever practical such individual item thereof shall be plainly marked or otherwise adequately identified by Seller as "property of the City of Duluth" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property. Unless otherwise authorized in writing by Buyer, Seller shall use such material or "equipment" only in the performance of purchase orders for Buyer. Seller shall be responsible for any loss, damage, or destruction to such material or "equipment" but Seller shall not include any insurance costs therefor in the cost charged under this order. Also, the "equipment" required to produce the supplies under this order is for the exclusive use of the City of Duluth and is subject to recall upon written notice.
11. **ASSIGNMENT.** Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent.
12. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.
13. **TERMINATION.** (a) Termination Without Cause. Buyer shall have the right, without cause, at any time to terminate all or any part of the undelivered portion of this order by written notice. If Seller has and desires to assert any claim on account of any such termination, Seller shall submit its termination claims to Buyer, in form and with evidence satisfactory to Buyer, promptly, but no later than 90 days after the effective date of the termination. If Seller fails to submit a termination claim within that time, Buyer shall have no liability to Seller on account of the termination. If Seller's termination claim is not acceptable to Buyer and cannot be settled by negotiation, the claim shall be submitted to arbitration. (b) Termination With Cause. If Seller fails to make any delivery in accordance with the agreed delivery date or schedule or terms or conditions applicable to this order, Buyer shall have the right (in addition to any other right or remedy at law or under this agreement) by written notice to terminate all or any part of the undelivered portion of this order without any liability to Seller on account thereof, in the articles elsewhere on such terms and in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for all excess costs occasioned Buyer thereby.
14. **PATENTS AND COPYRIGHTS.** Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer or any customer of Buyer for alleged infringement of patents or copyrights relating to the maintenance, sale, or use of the Goods, except for any such infringement resulting from Seller's compliance with detailed designs provided by Buyer, and Seller shall indemnify Buyer and its customers for all costs and damages arising out of such alleged infringement. Buyer shall have the right, at no additional charge, to use and/or reproduce the Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller shall advise Buyer of any updated information relative to the foregoing literature and documentation with timely notification in writing.
15. **PUBLIC LIABILITY INSURANCE.** Seller shall hold Buyer and its customer harmless from all injuries, damages and claims arising from performance of work or services covered by this order. Seller shall maintain such insurance as will protect the Seller, the Buyer and his customer from claims under Worker's Compensation Acts and from all other claims for damages, personal injury, or death to employees of the Seller, the Buyer or his Customer, or any other persons which may arise from performance of work or services covered by this order whether performed by the Seller or any Subcontractor or any one directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Buyer and shall be subject to Buyer's approval for adequacy of protection.
16. **DELAYS.** Time is of the essence. All actual or potential delays of whatever nature must be reported to the Buyer when and as they occur if the event can be expected to result in a delivery later than that shown on the face of this order. Seller agrees to indemnify Buyer for all losses, costs and damages resulting from Seller's delay or failure to deliver.
17. **GENERAL.** This order is formed under and shall be interpreted according to, and governed by, Minnesota law. No waiver by Buyer of any of its rights or remedies hereunder shall be construed as a waiver of any other rights or remedies.

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; [www.aia.org/contractdocs/purchase/index.htm](http://www.aia.org/contractdocs/purchase/index.htm); email: [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

END OF DOCUMENT 004313



CITY OF DULUTH  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we:

\_\_\_\_\_ (contractor's name)  
(hereinafter called the "Contractor") located at: \_\_\_\_\_

\_\_\_\_\_ (contractor's address)

and \_\_\_\_\_ (surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

\_\_\_\_\_ (surety's address)

are held and firmly bound unto the City of Duluth (hereinafter called the "Owner"), in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the faithful performance of a written contract for the purpose of:

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

according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall in all respects comply with the terms and conditions of the Contract (which includes the contract documents) and such alterations as may be made in said contract as documents therein provide for, and shall complete the contract in accordance with its terms,
- B) If the Contractor shall indemnify, defend and save harmless the owner from all costs, expenses, damages, injury or conduct, want or care or skill, negligence or default, including patent infringement on the part of the Contractor, agents or employees, in the execution or performance of the contract,

C) If the Contractor shall indemnify the owner for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

D) If the Contractor shall comply with all laws pertaining to doing the work under the contract, Then, this obligation shall be void; the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the Contractor will be entitled on the completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, and any damages, direct or indirect, or consequential, which the Owner may sustain on account of the work, or on account of the failure of the Contractor to properly and in all things, keep and execute all of the provisions of the Contract, provided however that Surety's liability to pay damages is limited to the amount of the Performance Bond as set forth above.

And, the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will employ and fully protect the said Owner against and will pay any and all amounts, damages, costs and judgements which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of said work, repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents or servants, or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid, or otherwise. For the purpose of this paragraph, a subcontractor shall be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part

thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By  
Attorney-in-Fact



## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and drawing conventions.
14. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Duluth Public Library Mechanical System and Building Envelope Upgrades

1. Project Location: 520 West Superior St., Duluth, MN 55802

- B. Owner: City of Duluth

1. Owner's Representative: Terry Groshong, City Architect  
1532 West Michigan St., Duluth, MN 55806

- C. Architect: Timothy Meyer, Meyer Group, P.C.  
410 US Bank Place, 130 West Superior St., Duluth, MN 55802
- D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Mechanical Engineer: Robert Siegfried Engineering, Bob Siegfried, 1495 Bavarian Shores Drive, Chaska, MN 55318 Ph. (952) 443.2940
  - 2. Electrical Engineer: Wunderlich-Malec, Dennis Nelson, 5501 Felti Road, Minnetonka, MN 55343 Ph. (952) 933.3222

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Mechanical System & Building Envelope Updates
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in single phases, with each phase substantially complete as indicated:
- B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

#### 1.6 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner. Retain "Concurrent Work" Paragraph below if work by Owner will be conducted concurrently with work under this Contract. Revise to suit Project. See Evaluations for model text.
- B. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
- C. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.

#### 1.7 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Preceding Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.

#### 1.8 FUTURE WORK

- A. The Contract Documents include requirements that will allow Owner to carry out future work following completion of this Project; provide for the following future work:
  - 1. Interior Renovations.

#### 1.9 PURCHASE CONTRACTS

- A. General: Owner has negotiated purchase contracts with suppliers of material and equipment to be incorporated into the Work. Owner will assign these purchase contracts to Contractor. Include costs for purchasing, receiving, handling, storage if required, and installation of material and equipment in the Contract Sum, unless otherwise indicated.
  - 1. Contractor's responsibilities are same as if Contractor had negotiated purchase contracts, including responsibility to renegotiate purchase and to execute final purchasing agreements.

#### 1.10 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections.

#### 1.11 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS

- A. Contractor shall furnish products indicated. The Work includes unloading, handling, storing, and protecting Contractor-furnished products as directed and turning them over to Owner at Project closeout.

#### 1.12 ACCESS TO SITE

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

- B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to areas shown on Contract Documents.
  - 2. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 40 feet (12.2 m) beyond building perimeter; 10 feet (3 m) beyond surface walkways, patios, surface parking, and utilities less than 12 inches (300 mm) in diameter; 15 feet (4.5 m) beyond primary roadway curbs and main utility branch trenches; and 25 feet (7.6 m) beyond constructed areas with permeable surfaces (such as pervious paving areas, storm water detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
  - 3. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and 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 by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.

#### 1.13 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. 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 approval of authorities having jurisdiction.
  - 2. Notify Owner not less than (72) hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's 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.
- C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
  2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
  3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
  4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

#### 1.14 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
1. Weekend Hours: By Arrangement.
  2. Early Morning Hours: By Arrangement.
  3. Hours for Utility Shutdowns: Coordinate with owner.
  4. Hours for Core Drilling coordinate with owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than (2) days in advance of proposed utility interruptions.
  2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than (2) days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

#### 1.15 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 – Reseal Panel Joints & Windows (ADD)

State the amount to be added to the base bid to remove existing sealant, clean & prep existing surface & install new sealant at follow locations:

All existing exterior panel joints.

All existing exterior window sealant joints.

- B. Alternate No. 2 – Reroof Existing Roof System (ADD)

State the amount to be added to the base bid to remove and replace existing built-up asphalt roof above clearstory and second floor with fully adhered EPDM roof assembly. Refer to Sheet A400 for additional roof information.

END OF SECTION 012300

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within (15) days of receipt of request, or (7) days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

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

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than (15) days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 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, on AIA Document G710, "Architect's Supplemental Instructions." form included in Project Manual.

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated 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. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within (20) days, when not otherwise specified, 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.
  - e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim 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 Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary".

## 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

## 1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714 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 Construction 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 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than (7) days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
  4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
  5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 011000 "Summary."
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of (5) percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling (5) percent of the Contract Sum and subcontract amount.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 1st of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  1. Submit draft copy of Application for Payment (7) days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

- E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.
- F. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- I. Transmittal: Submit (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  5. Products list (preliminary if not final).
  6. Submittal schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
- M. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- N. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project Web site.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 011200 "Multiple Contract Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
  - 2. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 3. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 4. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.
  - 5. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

#### 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
- 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 and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.

- C. 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.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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.
  - 8. Startup and adjustment of systems.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

- c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
  - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
  - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
  - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
  - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: DWG, Version AutoCad 2011, operating in Microsoft Windows operating system.
2. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
  - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
  - b. Digital Data Software Program: Drawings are available in pdf.
  - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106.

## 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor 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.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.

5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  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 Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within (10) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B.
1. Project name.

2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within (7) days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

#### 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. 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.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within (3) days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than (15) days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.

- h. Procedures for testing and inspecting.
  - i. Procedures for processing Applications for Payment.
  - j. Distribution of the Contract Documents.
  - k. Submittal procedures.
  - l. Preparation of record documents.
  - m. Use of the premises.
  - n. Work restrictions.
  - o. Working hours.
  - p. Owner's occupancy requirements.
  - q. Responsibility for temporary facilities and controls.
  - r. Procedures for moisture and mold control.
  - s. Procedures for disruptions and shutdowns.
  - t. Construction waste management and recycling.
  - u. Parking availability.
  - v. Office, work, and storage areas.
  - w. Equipment deliveries and priorities.
  - x. First aid.
  - y. Security.
  - z. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: 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.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility requirements.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.

- q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. 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.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than (90) days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for completing sustainable design documentation.
    - e. Requirements for preparing operations and maintenance data.
    - f. Requirements for delivery of material samples, attic stock, and spare parts.
    - g. Requirements for demonstration and training.
    - h. Preparation of Contractor's punch list.
    - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - j. Submittal procedures.
    - k. Coordination of separate contracts.
    - l. Owner's partial occupancy requirements.
    - m. Installation of Owner's furniture, fixtures, and equipment.
    - n. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

- E. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Status of sustainable design documentation.
      - 5) Deliveries.
      - 6) Off-site fabrication.
      - 7) Access.
      - 8) Site utilization.
      - 9) Temporary facilities and controls.
      - 10) Progress cleaning.
      - 11) Quality and work standards.
      - 12) Status of correction of deficient items.
      - 13) Field observations.
      - 14) Status of RFIs.
      - 15) Status of proposal requests.
      - 16) Pending changes.
      - 17) Status of Change Orders.
      - 18) Pending claims and disputes.
      - 19) Documentation of information for payment requests.
  4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

- F. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.
  3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

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

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. 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.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.
    - h. Scheduled dates for purchasing.
    - i. Scheduled dates for installation.
    - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

- b. Digital Software Program: The Contract Drawings are available in pdf format.
  - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. 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.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, 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 resubmittals.
1. Initial Review: Allow (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed 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 sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, 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.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.

- c. Name of Architect.
  - d. Name of Construction Manager.
  - e. Name of Contractor.
  - f. Name of subcontractor.
  - g. Name of supplier.
  - h. Name of manufacturer.
  - i. Submittal number or other unique identifier, including revision identifier.
    - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
  - j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
- a. Transmittal Form for Paper Submittals: Use AIA Document G810.
  - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect.
    - 6) Name of Construction Manager.
    - 7) Name of Contractor.
    - 8) Name of firm or entity that prepared submittal.
    - 9) Names of subcontractor, manufacturer, and supplier.
    - 10) Category and type of submittal.
    - 11) Submittal purpose and description.
    - 12) Specification Section number and title.
    - 13) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 14) Drawing number and detail references, as appropriate.
    - 15) Indication of full or partial submittal.

- 16) Transmittal number.
- 17) Submittal and transmittal distribution record.
- 18) Remarks.
- 19) Signature of transmitter.

- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number, numbered consecutively.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.

- c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Post electronic submittals as PDF electronic files directly to Architect's FTP site specifically established for Project.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 3. Action Submittals: Submit (3) paper copies of each submittal unless otherwise indicated. Architect will return (2) copies.

4. Informational Submittals: Submit (2) paper copies of each submittal unless otherwise indicated. Architect will not return copies.
  5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of Product Data unless otherwise indicated. Architect will return (2) copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
    - b. Two opaque (bond) copies of each submittal. Architect will return (1) copy(ies).
    - c. Three opaque copies of each submittal. Architect will retain (2) copies; remainder will be returned.
  4. BIM File Incorporation: Develop and incorporate Shop Drawing files into Building Information Model established for Project.
    - a. Prepare Shop Drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.
    - b. Refer to Section 013100 "Project Management and Coordination" for requirements for coordination drawings.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of product schedule or list unless otherwise indicated. Architect will return (2) copies.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. 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.

#### 3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. 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.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300