

# Gallatin R&B Equipment Storage

205 W. Baxter Ln.,  
Bozeman, Mt. 59718

Dowling Architects #23-651

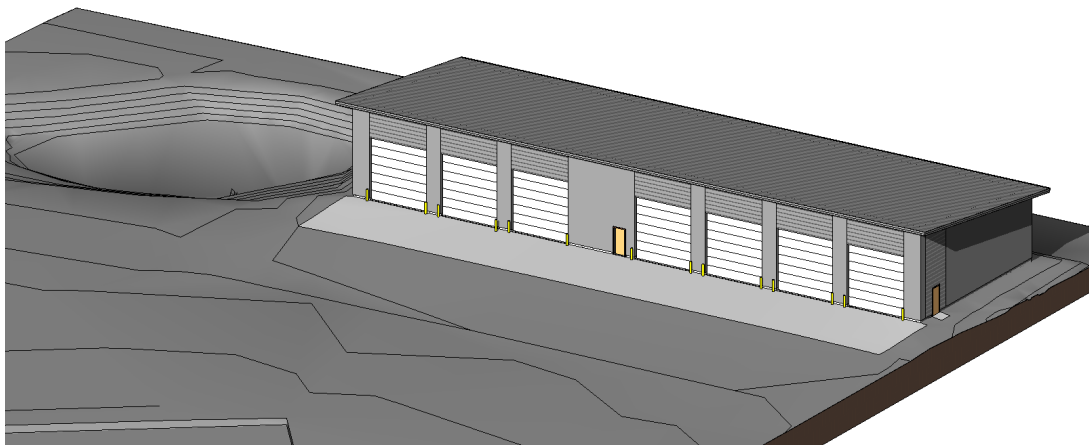
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PROCUREMENT/CONTRACTING/ GENERAL REQUIREMENTS /  
DIVISION 0 & 1

CONSTRUCTION DOCUMENTS – JANUARY 15, 2024

**DOWLING**  
ARCHITECTS

734 N. Last Chance Gulch  
Helena, MT 59601  
Phone: 406-457-5470  
Fax: 406-495-0063



**SET NUMBER:**

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**GALLATIN COUNTY  
INVITATION FOR COMPETITIVE SEALED BIDS  
ROAD & BRIDGE EQUIPMENT STORAGE BUILDING**

**INTRODUCTION**

TO ALL INTERESTED VENDORS: Gallatin County is inviting competitive sealed bids from Vendors to provide work, services and/or goods described in accordance with the specifications on **Exhibit "A"** attached and incorporated by reference.

**DELIVERY DEADLINE & INSTRUCTIONS**

**DELIVERED NO LATER THAN 9:00 AM, MOUNTAIN TIME, FEBRUARY 28, 2024**, in a sealed box or envelope with company name shown clearly on the outside and addressed to:

COMPETITIVE SEALED BID R&B EQUIPMENT  
STORAGE BUILDING  
Gallatin County Clerk and Recorder  
311 West Main St, Room 203  
Bozeman, MT 59715.

BIDS THAT ARE UNSIGNED OR SUBMITTED BEYOND THE DEADLINE  
SHALL NOT BE CONSIDERED AND MAY BE REJECTED.

**CONTACT INFORMATION**

Requests for additional information or clarification, contact:  
[nick.borzak@gallatin.mt.gov](mailto:nick.borzak@gallatin.mt.gov)

**AMENDMENTS TO REQUEST FOR BID**

Any questions related to this Request for Competitive Sealed Bids "CSB" must be provided in writing prior February 9, 2024. Responses to these questions will be issued to all those requesting the bidding documents. Questions related to this bid must be emailed to [nick.borzak@gallatin.mt.gov](mailto:nick.borzak@gallatin.mt.gov).

**BID OPENING**

Sealed bids will be opened at T h e Gallatin County Clerk and Recorder 311 West Main St, Room 203 Bozeman, MT 59715 @ 9 AM on February, 28, 2024, or upon reasonable notice to the Vendors.

## BID FORM & CONTENTS

Deliver one (1) signed original, plus one (1) copy prepared as follows:

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter:	Profile, name, address, location, phone number, email address, contact persons, experience & expertise.
2. Binding Offer (signed):	State that the bid is a complete, legally binding offer and that the person signing the bid has the authority to bind the company. <b>Complete Exhibit B</b> and submit as page 2 of your submittal.
3. License:	Copy of License, Business Certificate.
4. Insurance:	Copy of certificate of insurance.
5. References:	3-references min. w/ contact info, photos, drawings, or description of similar projects completed.
6. Warranty:	Provide warranty terms & conditions.
7. Bid Bond:	<b>Original bid bond equal to 10% of total contract price.</b>
8. Exhibit B:	<b>Complete the attached bid information titled Exhibit B</b>

## SELECTION PROCESS

Gallatin County has adopted the Montana State Procurement Act, [Title 18, chapter 4](#), that shall control this request for “competitive sealed bidding” made pursuant to § [18-4-303](#), MCA.

- Evaluation.** The Chief Operations Officer will evaluate all conforming bids for the most “responsible and responsive bidder whose bid meets the requirements and criteria set for in the invitation for bids including the [residence] preferences established by [Title 18, chapter 1, part 1](#)”, § [18-4-303\(8\)](#), MCA.
- Rejection.** Gallatin County expressly reserves the right, in its sole judgment, to accept or reject any or all bids, with or without cause, and to waive any defects and to allow modifications and supplementation of bids that are submitted within the deadline.
- Review.** The conforming bids will be reviewed as follows:

<u>Criteria</u>	<u>Percent</u>
Total Cost	100%

<b>Advertise:</b>	<b>January 24 &amp; 31, 2024</b>
<b>Pre-bid meeting:</b>	<b>February 5, at 12 (noon) MDT</b>
<b>Bid question deadline:</b>	<b>February 9, 3pm MDT</b>
<b>Bids due:</b>	<b>February 28, 2024</b>

## **BINDING OFFER**

**VENDOR'S BID CONSTITUTES A VALID LEGAL OFFER FOR 180 DAYS. VENDOR'S BID SHALL NOT BE WITHDRAWN WITHOUT THE CONSENT OF GALLATIN COUNTY.** Negligence, errors, mistakes or omissions in preparing the bid, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline. Vendor bears all costs of preparing the bid and any subsequent presentation or participation in the selection process.

## **MISTAKES ERRORS & OMISSIONS**

Vendor shall disclose errors in costs, calculations or information "mistakes" in the bid submitted as well as in any related contracts, agreements, estimates, change orders or other documents. In the event that County accepts any bid, related contracts, agreements, estimates, change order or other documents containing mistakes the **vendor shall be obligated to correct mistakes that are adverse to the County and shall have no right to enforce such mistakes against the County, except mistakes that work in favor of the County shall be binding on the vendor.**

## **CONTRACT FORM**

Vendor agrees to accept & execute the attached county work & services agreement that will be issued subject to minor, non-substantive modifications or changes only. Gallatin County reserves the right to require the vendor to execute such further documents, contracts, agreements or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's office.

## **COUNTY RESERVATION OF RIGHTS**

SUBMISSION OF A BID CONFERS NO RIGHTS UPON ANY VENDOR AND SHALL NOT OBLIGATE GALLATIN COUNTY IN ANY MANNER WHATSOEVER. GALLATIN COUNTY RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL BIDS AT A LATER DATE.

This Request for Competitive Sealed Bids may be canceled or any or all bids may be rejected in whole or in part, as specified herein, when it is in the best interests of Gallatin County, and such reasons will be stated in the contract file, § [18-4-307](#), MCA.

## **NOTICE OF AWARD**

In the event an award is granted, then the contract file shall contain the basis of the award that shall be to the responsible and responsive Vendor whose bid best meets the evaluation criteria and the resident bidder preference of § [18-1-102](#), MCA.

Gallatin County shall provide written notice to the vendor that is selected based on this RFB. If no vendor is selected, then a notice of no award shall issue. Gallatin County shall not be bound unless and until the County Commissioners accept the Bid by Resolution after a duly

noticed public hearing, and the same has been executed, recorded by the Clerk & Recorder of Gallatin County, and returned to the vendor.

### **REMEDIES & REMOVAL**

Vendors are advised that the Montana State Procurement Act provides exclusive remedies for Vendors, bidders, contractors or aggrieved parties, § 18-4-242, MCA. Transfer and assignment of contracts without authority and collusion or secret agreements between vendors for the purpose of securing any advantage is strictly prohibited, and any person who violates such provisions may be held criminally liable for misdemeanor with civil penalties from \$500 to \$5,000, § 18-4-141, MCA. In addition to these remedies [and other recourse provided in this invitation and at law or equity] Vendors may be suspended or removed as provided in § 18-4-241, MCA.

**EXHIBIT 'A'**  
**STATEMENT OF WORK**

CONTRACTOR shall provide the COUNTY with the materials, work, and services described in this Statement of Work. This Statement of Work is governed by and subject to the Agreement for Construction Services entered between CONTRACTOR and the COUNTY and is incorporated into that Agreement by this reference.

CONTRACTOR agrees to:

1. Sitework noted on Civil and Architectural Site plan drawings.
2. Construction of a wood framed, heated storage building with cmu shear wall, metal clad, as illustrated in the Construction Documents and Specifications, noted on plans.

The COUNTY agrees to assist with CONTRACTOR's performance of the Agreement by doing or providing the following:

1. Obtaining & paying permit fees.
2. Paying any utility fees.
3. Site Grading and Asphalt Work will be performed by County.





**AGREEMENT FOR CONSTRUCTION SERVICES**

**Between \_\_\_\_\_ and Gallatin County, Montana**

This Agreement for Construction Services (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Parties identified below in exchange for valuable consideration and the terms contained herein, as follows:

**1. PARTIES**

**COUNTY:** Gallatin County, \_\_\_\_\_, Bozeman, Montana 59715, which has the need for and the authority to contract for materials, work and services and desires to have the CONTRACTOR perform such materials, work, and services as specified in the Statement of Work.

**CONTRACTOR:** [Name, Address, City, State, Zip]: \_\_\_\_\_

\_\_\_\_\_ which is authorized to do business in the State of Montana, where the undersigned has authority to enter into this Agreement on CONTRACTOR’S behalf. CONTRACTOR represents it is qualified to provide materials and perform such work and services in a safe and efficient manner to the COUNTY.

**2. STATEMENT OF WORK.** CONTRACTOR shall provide all materials and perform all work and services to complete the project as described in the Statement of Work attached as Exhibit A, which exhibit is incorporated herein and made a part of this Agreement by this reference (the “Services”). The County may, by written change order, request changes within the general scope of this Agreement and the schedule, specifications, or quantity of work to be performed hereunder. CONTRACTOR shall be entitled to a reasonable period of time to perform or provide said changes as agreed to through such change order.

**3. Term.** CONTRACTOR shall commence the Services no later than \_\_\_\_\_ and complete the Services no later than \_\_\_\_\_. CONTRACTOR shall perform the Services and all obligations and requirements of this Agreement without delay, time being of the essence. Per § 18-2-312, Montana Code Annotated (MCA), CONTRACTOR will be allowed an extension of time beyond the completion date only for delays caused by accident or casualty produced by physical cause which is not preventable by human foresight, i.e., any of the misadventures termed an “act of God”.

**4. COMPENSATION.** COUNTY agrees to pay CONTRACTOR \$ \_\_\_\_\_. CONTRACTOR agrees that the Services shall be provided for this amount. The amount charged or paid under this Agreement shall not exceed the agreed amount, except for change of work orders that shall be considered additional work and shall be agreed to in writing prior to commencement of the additional work.

**5. PAYMENT SCHEDULE.** Payment requests must be submitted to the COUNTY’S contract representative as identified in Paragraph 6. CONTRACTOR shall submit monthly progress payment requests and final payment requests to the County within 30 days following completion of the work for which payment is requested. Payment requests shall include a billing statement specifically detailing all materials, work and services set forth in the Statement of Work that have been completed or supplied and all expenses incurred. Expense receipts shall accompany the payment request. All payment requests also must be accompanied by a lien waiver from CONTRACTOR and from CONTRACTOR’S laborers, mechanics, material suppliers, and subcontractors that provided materials, work, and/or services to CONTRACTOR in relation to said payment request. Upon receipt of CONTRACTOR’S written

payment request, the COUNTY will assess the work and materials and approve the payment request or provide CONTRACTOR with a written statement detailing items not approved by the COUNTY and the reason for disapproval. The COUNTY may only disapprove the payment request or a portion thereof based upon: (i) unsatisfactory job progress; (ii) failure to remedy defective construction work or materials; (iii) disputed work or materials; (iv) failure to comply with material provisions of the Agreement or accompanying documents, including but not limited to payroll certifications, lien releases, warranties, material certifications, and test data; (v) failure of CONTRACTOR to make timely payment for claims, including but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (vi) damage to the COUNTY; or (vii) the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the contract sum. If the COUNTY does not provide such written statement to the CONTRACTOR within 21 days of receipt of a payment request, the payment request will be considered approved. COUNTY shall make payment within 7 days after CONTRACTOR'S payment request is approved. For contracts for the construction of a building, the COUNTY shall issue final acceptance and final payment in accordance with § 18-2-306, MCA.

**6. CONTRACT REPRESENTATIVES.** CONTRACTOR names \_\_\_\_\_ or their designee as contact person who shall act as the liaison between the COUNTY and the CONTRACTOR and respond to requests from the COUNTY in writing promptly to prevent unreasonable delay in the progress of the Statement of Work and Payment Schedule. COUNTY names \_\_\_\_\_ or their designee as contact person who shall act as a liaison between the COUNTY and the CONTRACTOR and respond to requests from the CONTRACTOR in writing promptly to prevent unreasonable delay in the progress of the Statement of Work and Payment Schedule.

**7. PUBLIC ACCESS TO INFORMATION.** CONTRACTOR acknowledges the COUNTY is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.

**8. OWNERSHIP AND PUBLICATION OF MATERIALS.** CONTRACTOR acknowledges that all documents, information, data records, maps, drawings, and other materials produced or acquired by CONTRACTOR as part of this Agreement are the property of the COUNTY, which has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

**9. DEFAULT, REMEDIES and TERMINATION.** The Parties agree each term and condition contained in this Agreement is material and of the essence. This Agreement may be terminated by either party should the other party fail to perform in accordance with any term or condition of this Agreement and immediately after such party has failed to cure within ten (10) calendar days after the date of written notice. The COUNTY may also terminate without cause upon written notice. Should this Agreement terminate for any reason, payment to the CONTRACTOR shall be made on the basis of completed and accepted materials and services performed up to the date of termination and billed to the COUNTY as provided in Paragraph 5 (Payment Schedule) within 30 days of termination.

**10. CONTRACTOR ADDITIONAL OBLIGATIONS.** CONTRACTOR agrees to comply with the following additional obligations: (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the Services; (b) prepare and present such information as may be pertinent and necessary for the COUNTY to pass critical judgment on the quality of the Services; (c) perform the Services in accordance with generally accepted commercial or accepted industry standards regarding similar type work or services; (d) perform all professional services in connection with the Statement of Work at a standard of similarly situated professionals in the United States, meeting all building code requirements and to the full satisfaction of the COUNTY; (e) maintain appropriate safety standards and keep all areas of work and adjacent areas free from foreseeable risks of harm and dangers; (f) immediately inform the COUNTY of the presence of any hazardous condition or waste or other toxic substance identified in relation to or while performing this Agreement ; (g) allow the COUNTY upon reasonable notice and at reasonable times the right to review, inspect and examine CONTRACTOR'S place of work and all records pertaining to this Agreement; and (h) provide no less than a one-year warranty for all work and materials. Further, CONTRACTOR agrees that if it utilizes any COUNTY property to perform the Services with or without the permission of the COUNTY, CONTRACTOR does so at its own risk and will defend, indemnify, and hold COUNTY harmless in relation to such use as set forth herein.

**11. RECORDS.** CONTRACTOR shall maintain sufficient records incident to the performance of this Agreement to enable the COUNTY to document the performance of the Agreement. CONTRACTOR shall allow access to those records by the COUNTY, any independent auditor employed by the COUNTY, and to representatives of the state or federal government as required by law. Records shall be retained for at least three years after completion of the Agreement.

**12. LAWS AND REGULATIONS.** In performance of its obligations herein, CONTRACTOR, its agents, and subcontractors shall comply with all applicable federal, state and local laws, rules and regulations. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from the COUNTY. CONTRACTOR specifically acknowledges the following provisions of law and its responsibility to abide by the same if such provisions are applicable:

- (a) Montana Labor Preference (§ 18-2-403(1), MCA). For those contracts that exceed \$25,000 and the work performed is defined as “public works” pursuant to Section 18-2-401, MCA, CONTRACTOR shall give preference to the employment of bona fide Montana residence in the performance of this Agreement.
- (b) Prevailing Wage Rates (§ 18-2-403(2), (4), MCA). For those contracts that exceed \$25,000 and the work performed is defined as “public works” pursuant to Section 18-2-401, MCA, CONTRACTOR must pay the standard prevailing wage rates, fringe benefits, pension contributions and travel allowances in effect and applicable to Gallatin County, Montana. The current standard prevailing wage rates published by the Montana Department of Labor and Industry for job classifications necessary to complete the Statement of Work are incorporated by reference into this Agreement. Contractor shall maintain payroll records in a manner readily capable of being certified for submission under § 18-2-423, MCA, for not less than 3 years after completion of the Agreement and post a statement of wages and fringe benefits in compliance with § 18-2-423, MCA. If any contract exceeds 30 months, the prevailing wage must be increased 3% after the first 12 months and every 12 months thereafter. Questions regarding the requirements of this section should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau.

- (c) Registration and Withholding. CONTRACTOR shall register with the Montana Department of Labor and Industry as required in accordance with Title 39, Chapter 9, MCA, and comply with Title 15, Chapter 50, MCA. CONTRACTOR shall withhold and forward gross contract receipts to the State of Montana.
- (d) Equal Opportunity (§ 49-3-207, MCA). CONTRACTOR agrees that, in the performance of this Agreement, all hiring will be on the basis of merit and qualifications and CONTRACTOR will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- (e) Subcontractor Payments (§ 18-2-2101, MCA, et seq.). For all construction contracts as defined at § 28-2-2101, MCA, CONTRACTOR shall pay its subcontractors in accordance with the provisions of Title 18, Chapter 2, Part 21, MCA (“Payment of Construction Contractors and Subcontractors”).
- (f) Safety. CONTRACTOR, on behalf of itself and COUNTY, assumes sole responsibility for initiating, maintaining and supervising all health and safety precautions and programs for all employees, subcontractors, and consultants in connection with the performance of this Agreement. CONTRACTOR shall ensure that its employees, consultants, and subcontractors are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39, Chapter 71, Part 15, MCA. CONTRACTOR shall also comply with the safety rules, codes, and provisions for occupational health and safety under Title 50, Chapter 71, MCA.
- (g) Professions and Occupations. CONTRACTOR shall ensure all work and services undertaken for the COUNTY meet the requirements of Title 37, MCA. All work and services undertaken by licensed professionals, such as surveyors, architects and engineers, shall be completed, signed, and stamped by the licensed professionals.

**13. LIENS.** CONTRACTOR shall pay all valid bills and charges for material, services, and labor incurred by it and arising out of the Statement of Work and will hold COUNTY free and harmless against all liens and claims of liens for services, labor and materials. CONTRACTOR shall provide the COUNTY, as requested, the identity of CONTRACTOR’S laborers, mechanics, material suppliers, consultants and subcontractors.

**14. WAIVER AND INDEMNIFICATION.** To the fullest extent allowable by law, CONTRACTOR waives any and all claims and recourse against COUNTY and its officers, agents and employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement, except claims arising from the intentional misconduct, recklessness, or negligence of the COUNTY or its officers, agents or employees.

To the fullest extent allowable by law, CONTRACTOR will indemnify, hold harmless, and defend the COUNTY and its officers, agents, and employees against any claim, damage, liability, loss, expense, fee, action or charge (including liability where activity is inherently or intrinsically dangerous), including attorney’s fees (including fees of the County Attorney) arising out of CONTRACTOR'S acts, errors, omissions, or negligence or from CONTRACTOR’S failure to comply with the requirements of this Agreement or with any applicable law relevant to the performance of this Agreement. In the event of an action filed against COUNTY resulting from CONTRACTOR'S performance under this Agreement, COUNTY may elect to represent itself and incur all costs and expenses of suit.

**15. INSURANCE.** CONTRACTOR shall carry Commercial General Liability insurance of no less than \$1,500,000.00 for each occurrence and Automobile Liability in the amount of \$1,500,000.00 combined single limit. If CONTRACTOR is an architect or engineer or performing other professional services, it shall carry Professional Liability or Errors and Omissions coverage in the amount of \$1,500,000.00. CONTRACTOR shall disclose insurance provisions of its policies related to toxic substances or waste. COUNTY may require an additional policy covering toxic substances or waste. The COUNTY shall be named as an additional insured for ongoing operations and completed operations using the most current ISO endorsement. All insurance policies shall be primary and noncontributory and shall be maintained for a period of time equal to the warranty period required by this Agreement, or for a period of one (1) year after completion of the Services, whichever is longer. CONTRACTOR shall require all consultants and subcontractors to meet the same insurance coverage. Certificates of Insurance evidencing Gallatin County as additional insured and endorsement thereof must be supplied with the signed return of this Agreement. Such certificate shall require no less than fifteen (15) days notice of cancellation to COUNTY. CONTRACTOR shall put the COUNTY on immediate notice of any changes or cancellation in coverage. Insurance shall be purchased from companies licensed to do business in Montana (with an "A" rated or better classification).

**16. INDEPENDENT CONTRACTOR.** CONTRACTOR, its laborers, mechanics, consultants and subcontractors, are at all times considered independent contractors engaged in an independently established business or profession and rendering work and services in the course of such business as an independent contractor. CONTRACTOR will perform and provide the Services free from the supervision, direction, and control of the COUNTY, except to specify the time and place of performance. CONTRACTOR shall not be entitled to workers' compensation or other benefits of employment with the COUNTY. The COUNTY is not responsible for the provision, security, or protection of CONTRACTOR's supplies or equipment. CONTRACTOR shall be responsible for payment of all taxes arising out of the CONTRACTOR's activities provided under this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance tax, and all other taxes and fees as may be required by law.

**17. WORKERS COMPENSATION.** As an independent contractor, CONTRACTOR must provide Workers' Compensation for all employees in the amount required by Montana law. CONTRACTOR shall supply a Certificate of Insurance showing compliance with Montana Workers' Compensation law or an Independent Contractor Exemption Certificate demonstrating exemption therefrom to the COUNTY with the signed return of this Agreement. CONTRACTOR shall promptly notify the COUNTY of any change in the status of CONTRACTOR's workers' compensation insurance coverage or Independent Contractor Exemption Certificate. If CONTRACTOR has employees, CONTRACTOR also must be registered as a construction contractor with the Montana Department of Labor and provide proof of registration to the COUNTY with the signed return of this Agreement.

**18. PAYMENT AND PERFORMANCE BONDS.** CONTRACTOR is required to post the following bonds in an amount no less than the sum of the contract price (check applicable boxes):  
 X Performance Bond  X Payment Bond  No Bonds. Bond documents must be delivered to the County with the signed return of this Agreement. **Performance bonds and Payment Bonds are required for all building and construction projects, as defined in § 18-2-101, MCA, that cost equal to or greater than \$150,000.** When a Performance Bond is required, such bond shall guarantee CONTRACTOR's faithful performance of all of the provisions of this Agreement. When a Payment Bond is required, such bond shall guarantee CONTRACTOR'S payment of all laborers, mechanics, subcontractors, material suppliers, and all persons who supply CONTRACTOR or its subcontractors with provisions, provender,

material or supplies for performing this Agreement. Bonds must be issued by a surety company licensed in the State of Montana. Bonds shall be in an amount equal to the full contract price agreed to be paid for the work or improvement and must be made to the COUNTY

**19. ATTORNEY'S FEES.** If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Gallatin County Attorney.

**20. VENUE.** An action to enforce this Agreement shall be brought in the Montana Eighteenth Judicial District Court of Montana.

**21. NOTICE.** All notices and certifications made pursuant to this Agreement shall be delivered to the addresses in Paragraph 1 above by certified mail or personal delivery in care of the party's representative named above at Paragraph 6. A party shall give the other prompt notice of any change in address

**22. INTERPRETATION.** This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement.

**23. ENTIRE AGREEMENT.** This document represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral.

**24. NON-WAIVER.** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.

**25. NON-ASSIGNMENT.** It is expressly agreed that this Agreement shall not be assigned, in whole or in part, without the prior written consent of the COUNTY. Such consent shall not be unreasonably withheld.

**26. SUCCESSORS.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective heirs, successors, and assigns.

**27. EXECUTION OF AGREEMENT.** The Gallatin County Clerk and Recorder will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original. To the extent required by § 18-2-404, MCA, approval by the Office of the Gallatin County Attorney is made when this form Agreement is utilized without substantive changes.

**28. AMENDMENT.** This Agreement may only be amended by mutual written Agreement of both parties.

**29. REMEDIES CUMULATIVE.** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

**30. SURVIVAL.** The following provisions shall survive any termination or expiration of this Agreement: Paragraph 7 (Public Access to Information); Paragraph 8 (Ownership and Publication of

Materials; Paragraph 14 (Waiver and Indemnification); and the general terms at Paragraphs 19 through 29.

**IN WITNESS WHEREOF** the Parties have signed this Agreement for Construction Services.

**CONTRACTOR**

**COUNTY**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

## **EXHIBIT A**

### **STATEMENT OF WORK**

CONTRACTOR shall provide the COUNTY with the materials, work, and services described in this Statement of Work. This Statement of Work is governed by and subject to the Agreement for Construction Services entered between CONTRACTOR and the COUNTY and is incorporated into that Agreement by this reference.

CONTRACTOR agrees to:

1. Sitework noted on Civil and Architectural Site plan drawings.
2. Construction of a wood framed, heated storage building with cmu shear wall, metal clad, as illustrated in the Construction Documents and Specifications, noted on plans.

The COUNTY agrees to assist with CONTRACTOR's performance of the Agreement by doing or providing the following:

1. Obtaining & paying permit fees.
2. Paying any utility fees.
3. Site Grading and Asphalt Work will be performed by County.



**SECTION 00 0101  
PROJECT TITLE PAGE**

**PROJECT MANUAL**

**FOR**

**GALLATIN R&B EQUIPMENT STORAGE BUILDING  
205 W BAXTER LN, BOZEMAN, MT 59718**

**GALLATIN COUNTY  
GALLATIN COUNTY COURTHOUSE  
311 WEST MAIN STREET  
ROOM 311, BOZEMAN, MT. 59715**

**PROJECT NUMBER: 23-651**

**DATE: 01.09.2024**

**PREPARED BY:**

**DOWLING ARCHITECTS**

**END OF SECTION**

**SECTION 00 0102  
PROJECT INFORMATION**

**PART 1 GENERAL**

**1.01 PROJECT IDENTIFICATION**

- A. Project Name: Gallatin R&B Equipment Storage Building , located at: 205 W Baxter Ln., Bozeman, Mt. 59718
- B. Owner: Gallatin County, Montana
- C. 31 W MAIN STREET RM 311, Bozeman, Mt. 59715
- D. The Owner, hereinafter referred to as Owner:Gallatin County
- E. Owner's Project Manager: Nick Borzak.
  - 1. Department: Parks.
  - 2. Address: 31 W Main Street Rm. 311.
  - 3. City, State, Zip: Bozeman, Mt 59715.
  - 4. Phone/Fax: 406 209 0044.
  - 5. E-mail: Nick.Borzak@gallatin.mt.gov.

**1.02 NOTICE TO PROSPECTIVE BIDDERS**

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.

**1.03 PROJECT DESCRIPTION**

- A. HEATED STORAGE BUILDING TO HOUSE SNOWPLOWS FOR GALLATIN COUNTY. WOOD CONSTRUCTION WITH CMU SHEAR WALL SEPARATING THE BUILDING INTO TWO FIRE AREAS.
- B. BID ALT #1: PROVIDE DEDUCT FOR NO OVERHANG AND ADJUSTED DOWNSPOUTS/GUTTERS AT NORTH SIDE (BACK) OF STRUCTURE.
- C. Fixed Contract Amount: not to exceed.

**1.04 PROJECT CONSULTANTS**

- A. The Architect, hereinafter referred to as DOWLING Architects.
  - 1. Address: 734 N. Last Chance Gulch.
  - 2. City, State, Zip: Helena, Mt. 59601.
  - 3. Phone/Fax: 406 457-5470.
  - 4. E-mail: lkamerzel@dowlingmt.com.

**1.05 PROCUREMENT TIMETABLE**

- A. Last Request for Substitution Due: 7 days prior to due date of bids.
- B. Last Request for Information Due: 7 days prior to due date of bids.
- C. Bid Opening: \_\_\_\_\_, \_\_\_\_\_ local time.
- D. Notice to Proceed: Within 7 days after due date.
- E. Bids May Not Be Withdrawn Until: 30 days after due date.
- F. Contract Time: 180 calendar days.
- G. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

**1.06 PROCUREMENT DOCUMENTS**

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
  - 1. From Owner at the Project Manager's address listed above.

**1.07 BID SECURITY**

- A. Bids shall be accompanied by a security deposit as follows:

1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 00 3100  
AVAILABLE PROJECT INFORMATION**

**PART 1 GENERAL**

**1.01 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Site and Utility Survey
  - 1. This survey identifies grade elevations prepared primarily for the use of DOWLING Architects in establishing new grades and identifying natural water shed.
- C. Geotechnical Report: Entitled Gallatin County Road and Bridge, Final Geotechnical Engineering Report , dated December, 2023, prepared by Pioneer Technical Services, Inc.
  - 1. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of DOWLING Architects, Mc Namara Salvia and Dowl
  - 2. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Price accruing to Owner.

**PART 3 EXECUTION (NOT USED)**

**2.01 OBTAINMENT OF PERMITS**

- A. Owner will obtain the following permits, at no cost to the Contractor:
  - 1. Building Permit for all trades.
- B. Building Permit Procedures: When required to obtain this permit:
  - 1. Complete and file permit application(s) with appropriate agency.
    - a. Submit application within five days of the Notice to Proceed.
  - 2. Advise DOWLING Architects if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified documents expeditiously.

**END OF SECTION**

**SECTION 00 5000  
CONTRACTING FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

**1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT**

- A. See Section 00 7200 - General Conditions for the General Conditions.
- B. The Agreement is based on AIA A101-2007.
- C. The General Conditions are based on AIA A201-2007.
- D. The General Conditions are based on AIA A232.

**1.02 FORMS**

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents. Refer to Gallatin County: Agreement For Construction Services
- B. Post-Award Certificates and Other Forms:
  - 1. Submittal Transmittal Letter Form: AIA G810.
  - 2. Application for Payment Forms: AIA G732, AIA G736 and AIA G737 (for Construction Manager as Adviser to compile and summarize contractor's application and certificate for payment).
- C. Clarification and Modification Forms:
  - 1. Substitution Request Form: CSI/CSC Form 1.5C (During the Bidding/Negotiating Stage).
  - 2. Architect's Supplemental Instructions Form: AIA G710.
  - 3. Construction Change Directive Form: AIA G714.
  - 4. Change Order Form: AIA G701.
- D. Closeout Forms:
  - 1. Certificate of Substantial Completion Form: AIA G704-2000.

**1.03 REFERENCE STANDARDS**

- A. AIA A101-2007 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2007.
- B. AIA A102-2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; 2007.
- C. AIA A201-2007 - General Conditions of the Contract for Construction; 2007.
- D. AIA A201 - General Conditions of the Contract for Construction; 2017.
- E. AIA A232 - General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; 2019.
- F. AIA A312 - Performance Bond and Payment Bond; 2010.
- G. AIA G701 - Change Order; 2017.
- H. AIA G704-2000 - Certificate of Substantial Completion; 2000.
- I. AIA G710 - Architect's Supplemental Instructions; 2017.
- J. AIA G714 - Construction Change Directive; 2017.
- K. AIA G732 - Application and Certificate for Payment, Construction Manager as Adviser Edition; 2019.
- L. AIA G736 - Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition; 2009.
- M. AIA G737 - Summary of Contractors' Applications for Payment, Construction Manager as Adviser Edition; 2009.
- N. AIA G810 - Transmittal Letter; 2001.
- O. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.

**PART 2 PRODUCTS - NOT USED**  
**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 00 7300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**1.02 MODIFICATIONS TO GENERAL CONDITIONS**

**A. ARTICLE 7.3 - CONSTRUCTION CHANGE DIRECTIVES**

- 1. Add the following subparagraph:  
7.3.10: The following fees apply to Changes in the Work in accordance with Subparagraph 7.3.6:
- 2. a. 15 percent overhead and profit on the net cost of Work done by the Contractor;
- 3. b. 15 percent overhead and profit on the cost of Work done by any Subcontractor;
- 4. c. On Work deleted from the Contract, credit to the Owner shall be the Architect
- 5. approved net cost plus 1/2 of the overhead and profit percentages noted above.

**B. ARTICLE 8 TIME:**

- 1. Add the following subparagraph
  - a. 8.1.5 Liquidated Damages: The Owner may suffer loss if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete: FIVE HUNDRED DOLLARS PER DAY AND NO/100 DOLLARS (\$500.00)

**C. ARTICLE 11 INSURANCE AND BONDS:**

- 1. Add the following subparagraphs:
  - 11.1.5 Each Contractor shall carry per occurrence coverage Commercial General Liability Insurance including coverage for premises; operations; independent contractor's protective; products and completed operations; products and materials stored off-site; broad form property damage and comprehensive automobile liability insurance with not less than the following limits of liability: \$1,500,000 per occurrence; aggregate limit of \$2,000,00.
  - 11.1.6 The Contractor shall purchase and maintain Builder's Risk/Installation insurance on a special causes of loss form ("all risk") upon the entire work, including vandalism and malicious mischief and theft of material stored off-site, on site or in transit, currently authorized at the site to the full insurable value thereof. Such insurance shall be in a company authorized to do business in the state of Montana. This insurance shall include the interest of the Owner, the Contractor, Subcontractors and sub contractors in the work and shall include "All Risk" insurance for physical loss or damage including, without duplication of coverage, fire, leakage, steam boilers, pressure vessels, oil or gasoline tanks, theft, vandalism, or otherwise provided in the contract documents, the Contractor shall effect and maintain similar property insurance on portions of the work, products or materials stored off site or in transit when such portions of the work are to be included in an application for payment under sub-paragraph 9.3.2, additionally, all certificates shall include the project name and project number.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 1000  
SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: Gallatin R&B Equipment Storage Building
- B. Owner's Name: Galatin County
- C. Architect's Name: DOWLING Architects.
- D. Owner's Representative's Name: Nick Borzak
- E. The Project consists of the construction of:
- F. The Project consists of the construction of: HEATED STORAGE BUILDING TO HOUSE SNOWPLOWS FOR GALLATIN COUNTY. WOOD CONSTRUCTION WITH CMU SHEAR WALL SEPARTING THE BUILDING INTO TWO FIRE AREAS.
- G. BID ALT #1: PROVIDE DEDUCT FOR NO OVERHANG AND ADJUSTED DOWNSPOUTS/GUTTERS AT NORTH SIDE (BACK) OF STRUCTURE.

**1.02 CONTRACT DESCRIPTION**

- A. Contracts: Shall be under one Standard Form of Contract between Owner and Contractor and shall include, but not be limited to, all labor, materials and supervision necessary to furnish and install the Work.

**1.03 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of alterations work is indicated on drawings.

**1.04 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

**1.05 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: The full site will be able to be utilized by the contractor and his sub-contractors..
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Work by Others.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.

**1.06 WORK SEQUENCE**

- A. Coordinate construction schedule and operations with Owner.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



**SECTION 01 2000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.

**1.03 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to DOWLING Architects for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to DOWLING Architects for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and three hard-copies of each Application for Payment.

- J. When DOWLING Architects requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

#### **1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, DOWLING Architects will issue instructions directly to Contractor.
- B. For other required changes, DOWLING Architects will issue a document signed by DOWLING Architects's Owner's Representative instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, DOWLING Architects will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within \_\_\_\_ days.
- D. Contractor may propose a change by submitting a request for change to DOWLING Architects, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  - 1. For change requested by DOWLING Architects for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by DOWLING Architects.
  - 3. For change ordered by DOWLING Architects without a quotation from Contractor, the amount will be determined by DOWLING Architects based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: DOWLING Architects will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

**1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 7000.

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2100  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.
- B. Payment and modification procedures relating to allowances.

**1.02 RELATED REQUIREMENTS**

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

**1.03 CASH ALLOWANCES**

**1.04 CONTINGENCY ALLOWANCE**

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

**1.05 ALLOWANCES SCHEDULE**

- A. Contingency Allowance: Include the stipulated sum/price of \$\_\_\_\_\_ for use upon Owner's instructions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2300  
ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Description of Alternates.

**1.02 RELATED REQUIREMENTS**

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 4323 - Alternates Form: List of Alternates as supplement to Bid Form.
- C. Document 00 5200 - Agreement Form: Incorporating monetary value of accepted Alternates.

**1.03 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

**1.04 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1 - Storefront: SF12 & SF13:
  - 1. Base Bid Item: base bid to include overhang.
  - 2. Alternate Item: no overhang, adjust gutters and downspouts accordingly.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 3000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Requests for Interpretation (RFI) procedures.
- J. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- B. Section 01 6000 - Product Requirements: General product requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**1.03 PROJECT COORDINATOR**

- A. Project Coordinator: Construction Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for None - N/A access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 1000 - Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to DOWLING Architects:
  - 1. Requests for Interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Manufacturer's instructions and field reports.
  - 6. Applications for payment and change order requests.
  - 7. Progress schedules.
  - 8. Coordination drawings.
  - 9. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 10. Closeout submittals.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  - 2. Contractor and DOWLING Architects are required to use this service.
  - 3. It is Contractor's responsibility to submit documents in allowable format.
  - 4. Subcontractors, suppliers, and DOWLING Architects's consultants will be permitted to use the service at no extra charge.
  - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.
  - 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
  - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
  - 1. Procore.

### **3.02 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Construction Manager will schedule a meeting after Notice of Award.
- C. Attendance Required:
  - 1. Owner representatives
  - 2. DOWLING Architects.
  - 3. Contractor.
- D. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract and .
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to DOWLING Architects, Owner, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals.
- B. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

- C. The Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- D.
  - 1. Contractor.
  - 2. DOWLING Architects.
  - 3. Special consultants.
  - 4. Major subcontractors.
  - 5. Owners Representative.
- E. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to work.
- F. Dowling Architects will record minutes and distribute copies within three days after meeting to participants, with copies to DOWLING Architects, Owner, participants, and those affected by decisions made.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.05 PROGRESS PHOTOGRAPHS**

- A. Submit new photographs at least once a month, within 3 days after being taken.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to DOWLING Architects.
- D. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Excavations in progress.
  - 2. Foundations in progress and upon completion.
  - 3. Structural framing in progress and upon completion.
  - 4. Enclosure of building, upon completion.
  - 5. Final completion, minimum of ten (10) photos.
- E. Take photographs as evidence of existing project conditions as follows:
- F. Views:



1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  2. Consult with DOWLING Architects for instructions on views required.
  3. Provide factual presentation.
  4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: Via email.
  2. File Naming: Include project identification, date and time of view, and view identification.
  3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

### **3.06 COORDINATION DRAWINGS**

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to DOWLING Architects.

### **3.07 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:
  1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
  2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  2. Prepare using software provided by the Electronic Document Submittal Service.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
  2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  3. Improper RFIs: Requests not prepared in conformance to requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the DOWLING Architects, and any of its consultants, due

to processing of such RFIs.

- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Owner's, DOWLING Architects's, and Contractor's names.
  - 3. Discrete and consecutive RFI number, and descriptive subject/title.
  - 4. Issue date, and requested reply date.
  - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  - 2. Note dates of when each request is made, and when a response is received.
  - 3. Highlight items requiring priority or expedited response.
  - 4. Highlight items for which a timely response has not been received to date.
  - 5. Identify and include improper or frivolous RFIs.
- H. Review Time: DOWLING Architects will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
  - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  - 4. Notify DOWLING Architects within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.08 SUBMITTAL SCHEDULE**

- A. Submit to DOWLING Architects for review a schedule for submittals in tabular format.
  - 1. Submit at the same time as the preliminary schedule specified in Section - 01 3216 - Construction Progress Schedule.
  - 2. Coordinate with Contractor's construction schedule and schedule of values.
  - 3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
  - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### **3.09 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to DOWLING Architects for review for the limited purpose of checking for compliance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

### **3.10 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for DOWLING Architects's knowledge as contract administrator or for Owner.

### **3.11 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.12 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by DOWLING Architects.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.13 SUBMITTAL PROCEDURES**

- A. General Requirements:
  1. Use a separate transmittal for each item.

2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  3. Transmit using approved form.
    - a. Use form generated by Electronic Document Submittal Service software.
  4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
    - b. Submittals with Contractor review stamp but clearly lacking in review (for instance, no noted markups, or ambiguous notations such as "Arch to Review", etc.), and indicating the need for extensive review and coordination by DSA Architects and any of its consultants, will be returned to be revised and resubmitted.
    - c. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the DSA Architects, and any of its consultants, due to processing of such submittals.
  7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Upload submittals in electronic form to Electronic Document Submittal Service website.
  8. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 7 days of review time by DSA Architects, excluding delivery time to and from the Contractor, and excluding Contractor review time.
    - b. For sequential reviews involving DOWLING Architects's consultants, Owner, or another affected party, allow an additional 7 days.
  9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  10. Provide space for Contractor and DOWLING Architects review stamps.
  11. When revised for resubmission, identify all changes made since previous submission.
  12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  14. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
  2. Do not reproduce the Contract Documents to create shop drawings.
  3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
  2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3. Samples will be recognized, and updated in the Electronic Document Submittal Service software as "For Record Only".
  4. Samples for selection will be noted in the Product Data or Shop Drawing submittal response.
- E. Transmit each submittal with approved form.

### **3.14 SUBMITTAL REVIEW**

- A. Submittals for Review: DOWLING Architects will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: DOWLING Architects will acknowledge receipt, but will take no other action.
- C. DOWLING Architects's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. DOWLING Architects's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "No Exceptions Taken", or language with same legal meaning.
    - b. "Make Corrections Noted", or language with same legal meaning.
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
  2. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
      - 2) Non-responsive resubmittals may be rejected.
    - b. "Rejected".
      - 1) Submit item complying with requirements of Contract Documents.
- E. DOWLING Architects's and consultants' actions on items submitted for information:
1. Items for which no action was taken:
    - a. "Action Not Required" - to notify the Contractor that the submittal has been received for record only.

**END OF SECTION**

**SECTION 01 3216  
CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

**1.02 RELATED SECTIONS**

- A. Section 01 1000 - Summary: Work sequence.

**1.03 REFERENCE STANDARDS**

- A. M-H (CPM) - CPM in Construction Management - Project Management with CPM; 2015.

**1.04 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by DOWLING Architects.

**1.05 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Sheet Size: Multiples of 8-1/2 x 11 inches.
- C. Scale and Spacing: To allow for notations and revisions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Include conferences and meetings in schedule.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from DOWLING Architects. Indicate decision dates for selection of finishes.
- F. Indicate delivery dates for owner-furnished products.
- G. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.
- H. Provide legend for symbols and abbreviations used.

**3.02 BAR CHARTS**

- A. Include a separate bar for each major portion of Work or operation.

- B. Identify the first work day of each week.

### **3.03 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with DOWLING Architects at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

### **3.04 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

### **3.05 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, DOWLING Architects, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

**END OF SECTION**

**SECTION 01 5000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Field offices.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 5813 - Temporary Project Signage.

**1.03 TEMPORARY UTILITIES**

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.

**1.04 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

**1.05 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.06 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.07 FENCING**

- A. Construction: Contractor's option.

**1.08 SECURITY - SEE SECTION 01 3553**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

**1.09 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 5500**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Designated existing on-site roads may be used for construction traffic.
- F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.



### **1.10 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

### **1.11 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

### **1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 5713  
TEMPORARY EROSION AND SEDIMENT CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Performance bond.
- E. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

**1.02 REFERENCE STANDARDS**

- A. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2017 (Reapproved 2021).
- B. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.
- C. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control; 1995.

**1.03 PERFORMANCE REQUIREMENTS**

- A. Comply with requirements of EPA (NPDES) for erosion and sedimentation control, as specified by the NPDES, for Phases I and II, and in compliance with requirements of Construction General Permit (CGP), whether the project is required by law to comply or not.
- B. Best Management Practices Standard: FHWA FLP-94-005.
- C. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- D. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
- E. Provide to Owner a Performance Bond covering erosion and sedimentation preventive measures only, in an amount equal to 100 percent of the cost of erosion and sedimentation control work.
- F. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- G. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
  - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
  - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- H. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
  - 1. Control movement of sediment and soil from temporary stockpiles of soil.
  - 2. Prevent development of ruts due to equipment and vehicular traffic.
  - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- I. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
  - 1. Prevent windblown soil from leaving the project site.
  - 2. Prevent tracking of mud onto public roads outside site.

3. Prevent mud and sediment from flowing onto sidewalks and pavements.
  4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- J. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
  2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- K. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- L. Open Water: Prevent standing water that could become stagnant.
- M. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

#### **1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Erosion and Sedimentation Control Plan:
1. Include:
    - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
    - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
    - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
    - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
    - e. Other information required by law.
    - f. Format required by law is acceptable, provided any additional information specified is also included.
  2. Obtain the approval of the Plan by authorities having jurisdiction.
  3. Obtain the approval of the Plan by Owner.
- C. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

### **PART 3 EXECUTION**

#### **2.01 EXAMINATION**

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

#### **2.02 PREPARATION**

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

#### **2.03 SCOPE OF PREVENTIVE MEASURES**

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
1. Width: As required; 20 feet, minimum.

2. Length: 50 feet, minimum.
  3. Provide at each construction entrance from public right-of-way.
  4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
1. Provide linear sediment barriers:
    - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
  2. Space sediment barriers with the following maximum slope length upslope from barrier:
    - a. Slope of Less Than 2 Percent: 100 feet..
    - b. Slope Between 2 and 5 Percent: 75 feet.
    - c. Slope Between 5 and 10 Percent: 50 feet.
    - d. Slope Between 10 and 20 Percent: 25 feet.
    - e. Slope Over 20 Percent: 15 feet.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
  2. Straw bale row blocking entire inlet face area; anchor into pavement.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
1. Cover with polyethylene film, secured by placing soil on outer edges.
  2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

## 2.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
1. Excavate minimum of 6 inches.
  2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
  3. Place and compact at least 6 inches of 1 1/2 to 3 1/2 inch diameter stone.
- B. Silt Fences:
1. Store and handle fabric in accordance with ASTM D4873/D4873M.
  2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
  3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
  4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
  5. Install with top of fabric at nominal height and embedment as specified.
  6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
  7. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
- C. Temporary Seeding:
1. When hydraulic seeder is used, seedbed preparation is not required.

2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
5. Incorporate fertilizer into soil before seeding.
6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
8. Repeat irrigation as required until grass is established.

#### **2.05 MAINTENANCE**

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
  1. Promptly replace fabric that deteriorates unless need for fence has passed.
  2. Remove silt deposits that exceed one-third of the height of the fence.
  3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Clean out temporary sediment control structures weekly and relocate soil on site.
- E. Place sediment in appropriate locations on site; do not remove from site.

#### **2.06 CLEAN UP**

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by DOWLING Architects.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

**END OF SECTION**

**SECTION 01 6000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.
- C. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## **PART 3 EXECUTION**

### **3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 2500 - Substitution Procedures.
- B. DOWLING Architects will consider requests for substitutions only within 10 business days prior to date of bid opening.

### **3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**SECTION 01 7000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, \_\_\_\_\_.
- C. Pre-installation meetings.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- E. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

**1.03 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.05 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.



1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
  2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
1. Minimize amount of bare soil exposed at one time.
  2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

### **1.06 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means

acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify DOWLING Architects four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within \_\_\_\_ days after meeting to participants, with two copies to DOWLING Architects, Owner, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify DOWLING Architects of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to DOWLING Architects the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to DOWLING Architects.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.06 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.07 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.08 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify DOWLING Architects and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.09 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

### **3.10 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

### **3.11 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Replace filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and \_\_\_\_\_.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.12 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to DOWLING Architects and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify DOWLING Architects when work is considered ready for DOWLING Architects's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for DOWLING Architects's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing DOWLING Architects's and Contractor's comprehensive list of items identified to be completed or corrected and submit to DOWLING Architects.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Accompany Project Coordinator on Contractor's preliminary final inspection.
- H. Notify DOWLING Architects when work is considered finally complete and ready for DOWLING Architects's Substantial Completion final inspection.
- I. Complete items of work determined by DOWLING Architects listed in executed Certificate of Substantial Completion.

### **3.13 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

**SECTION 01 7419  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 GENERAL**

**1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

**1.02 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

### **1.03 SUBMITTALS**

#### **PART 3 EXECUTION**

##### **2.01 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and DOWLING Architects.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Prebid meeting.
  - 2. Preconstruction meeting.
  - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

**SECTION 01 7800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to DOWLING Architects with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. DOWLING Architects will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with DOWLING Architects comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.



2. Product substitutions or alternates utilized.
  3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  1. Product data, with catalog number, size, composition, and color and texture designations.
  2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

### **3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  1. Description of unit or system, and component parts.
  2. Identify function, normal operating characteristics, and limiting conditions.
  3. Include performance curves, with engineering data and tests.
  4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions.

- Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
  - F. Provide servicing and lubrication schedule, and list of lubricants required.
  - G. Include manufacturer's printed operation and maintenance instructions.
  - H. Include sequence of operation by controls manufacturer.
  - I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
  - J. Provide control diagrams by controls manufacturer as installed.
  - K. Include test and balancing reports.
  - L. Additional Requirements: As specified in individual product specification sections.

### **3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of DOWLING Architects, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  1. Part 1: Directory, listing names, addresses, and telephone numbers of DOWLING Architects, Contractor, Subcontractors, and major equipment suppliers.
  2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.

- d. Operating instructions.
  - e. Maintenance instructions for equipment and systems.
  - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- a. Shop drawings and product data.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- O. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of DOWLING Architects , Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

### **3.06 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

**END OF SECTION**