



Project Manual

Oxford Township Offices – Oakland County Sheriff Oxford Substation

Bids and Permits

Oxford, Michigan

April 2024

Project No. 2321.00



PROJECT MANUAL for:

Oxford Township Offices - Building Addition and
Oakland County Sheriff Oxford Sub-Station Interior Renovations

Prepared by:

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April 2024

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SECTION 00020 - INVITATION TO BID

PROJECT

OXFORD TOWNSHIP OFFICE EXPANSION
OXFORD TOWNSHIP, MICHIGAN

OWNER

THE CHARTER TOWNSHIP OF OXFORD
300 DUNLAP ROAD
OXFORD, MICHIGAN 48371

ARCHITECT

AUGER KLEIN ALLER ARCHITECTS, INC.
SUITE 110
303 E. THIRD STREET SUITE 100
ROCHESTER, MICHIGAN

TYPE OF PROPOSAL

A single Lump Sum proposal in being entertained for the expansion of, and interior tenant improvements of the exiting township office facility.

PRE BID WALK THROUGH

Attendance of a pre bid walk through this project is required prior to submitting a Bid Proposal. The walk through is scheduled for **Wednesday May 1, 2024 at 1:00 PM.**

CLARIFICATIONS

Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make an email request to s.auger@aka-architects.net before **3pm Thursday May 2nd** written request which shall reach the Architect a least three days prior to the date for receipt of Bids. A single response will be posted to MITN no later than **noon Monday May 6, 2024.**

DATE OF SUBMISSION

Until **3:00 PM local time on Wednesday May 8th, 2024** the Owner will receive proposals for the work herein set forth at the Charter Township of Oxford, Clerk's Office 300 Dunlap Road, Oxford MI 48371. Proposals shall be publicly opened and recorded.

BIDDING DOCUMENTS

Plans and Specifications under which the work will be done will be issued on the **MITN network on or after Wednesday April 17th**.

PROPOSAL ACCEPTANCE

The right to accept and/or reject any and all proposals, and to waive any and all informalities and/or irregularities in bid proposals submitted during the bidding process is reserved by the Owner, which right may be exercised in the sole discretion of the Owner.

PROPOSAL WITHDRAWAL

Proposals for bids may not be withdrawn for a period of (90) ninety days after the time established for receipt of proposals. Bidders may withdraw at any time prior to time set for receipt of proposals.

BID BOND

A certified check, cashiers check or acceptable bid bond, executed by the Bidder and surety company, payable to The Charter Township of Oxford, in an amount equal to ten percent (10%) of the bid will be required with each proposal.

CONTRACT SECURITY

The successful Bidder will be required to furnish a satisfactory performance bond and a labor and material payment bond each in an amount equal to 100 percent of the Contract Sum, within five days after notification of intent to enter into Contract. Failure to do so will result in forfeiture of proposal guaranty.

ANTICIPATED CONTRACT EXECUTION & SCHEDULE

It is the intent to notify the lowest qualified contractor by **Thursday June 13th 2024** and begin the project as soon as practicable after **Tuesday August 7th, 2024**.

END OF SECTION 00020

SECTION 00100 - INSTRUCTIONS TO BIDDERS

Owner will receive sealed proposals only as set forth in the Invitation to Bid and complying with all the requirements as contained in the Instruction to Bidders.

DOCUMENTS

- A. The township will issue electronic documents to the MITN web site location, subject to requirements stated in the Invitation to Bid.
- B. Bidding Documents are the property of Oxford Township.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. In making copies of the Bidding Documents available on the above terms, the Owner and Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

BIDDING DOCUMENTS

- A. The Bidding Documents consist of the following:
 - 1. The Drawings as enumerated in the Table of Contents, Index of Drawings.
 - 2. The Specifications as enumerated in the Table of Contents.

REPRESENTATIONS

- A. By submitting a Proposal, Bidder represents that:
 - a. They have read and understands the Bidding Documents and the Bid is made in accordance therewith.
 - b. They have read and understands the Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted.
 - c. They have visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contact Documents.
 - d. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

INTERPRETATION

- A. The Bidder shall carefully study and compare the Bidding Documents to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.
- B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect a least three days prior to the date for receipt of Bids.
- C. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimensions, appearance and quality to be met by any proposed substitutions.
- B. Substitutions will be considered as a voluntary alternate separate from the base bid using Substitution form. These alternates require of the Architect and Owner prior to inclusion into the project. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect and Owner's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Architect and Owner approve a proposed substitution prior to the receipt of Bids, such approval will be set forth in a Change Order. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract Award.

ADDENDA

- A. Addenda will be issue electronic documents from the MITN web based drop box location A master list of bidders shall be kept for issuing purposes by the architect.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. No Addenda will be issued later than two days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

FORM AND STYLE OF BIDS

- A. Submit Bid on form identical to Section 00310, entitled "Bid Proposal Form".
- B. Proposals must be filled out in ink or typewritten. Blank spaces in the proposal must be filled in and no changes shall be made to the phraseology of the proposal. Quotes shall be entered in written and numeric forms. In case of a discrepancy between the written and the numeric form, the written form shall govern.
- C. All Bids shall be signed and dated in longhand.
- D. Bids which are not signed by the individual making them should have attached thereto a power of attorney, evidencing authority to act as agent for the person for whom it is signed.
- E. Bids which are signed for a partnership should be signed by one of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, evidence of authority to sign the bids shall be attached.
- F. Bids which are signed for a corporation should have the correct corporate name thereon and the signature of the president or other officer legally able to contract in the name of the corporation. In addition, a signed Secretary's Certificate evidencing the authority of the Officer to contract in the name of the corporation shall be included. Any proposal submitted by a corporation shall bear its seal.
- G. Include a construction schedule reflecting trade work and milestones of events with the Bid Proposals.

BID SECURITY

- A. Each Bid shall be accompanied by a bid security in the form and amount required, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there-under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds as required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not a penalty.
- B. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

SUBMISSION OF BIDS

- A. All copies of the Bid, the bid security, and other documents required to be submitted with the Bids shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, electronic, telephonic, telegraphic, or facsimile Bids are invalid and will not receive consideration.

MODIFICATIONS OR WITHDRAWAL OF BID

- A. Bids may not be modified, withdrawn or canceled by the Bidder for a period of ninety (90) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security shall be in the amount sufficient for the Bid as modified or resubmitted.

TAXES AND CONTRIBUTIONS

- A. Proposal includes all taxes or contributions required by Bidders business.

OPENING

- A. Proposals will be publicly opened.

IRREGULARITIES

- A. The Owner reserves the right to disqualify Bids before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices upon the part of the Bidder.
- B. Any error and/or omission in the proposal form or any other irregularity as a result of negligent preparation shall not furnish cause for relief for any damages resulting there from, nor in any way relieve the Contractor from fulfillment of all contractual obligations as provided for in the Bidding Documents.

BID BREAKDOWN AND UNIT COST INFORMATION

- A. Upon notice from the Architect, the low Responsible Bidder shall submit a detailed cost breakdown of all work covered by the Bidding Documents. The breakdown shall show quantity of material and labor, units of material and labor, material cost, labor cost, list of sub contractors, and total cost.
- B. Lowest Responsible Bidder shall also develop and submit such unit prices as Architect may request for changes in quantities of Work after award of Contract, as well as the project construction schedule.

AWARD OF CONTRACT

- A. It is the intent of the Owner in it's discretion to award a Contract to the lowest responsible and qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- B. The Owner shall have the right to accept Alternates in any combination and to determine the successful Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- C. The Owner shall have the right to reject any bids not conforming, waive, defect, and not award to anyone.

SUBMITTALS

- A. The Bidder shall, as soon as practical after notification of selection for the award of the Contract, furnish to the Owner through the Architect in writing:
 - 1. A designation of the Work to be performed with the Bidder's own forces.
 - 2. Names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work.
 - 3. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- B. The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

- C. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidders' option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, under this paragraph bid security will not be forfeited.
- D. Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

EXECUTION OF THE CONTRACT

- A. The Owner reserves the right to accept any Bid and to reject any or all Bids.
- B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each Bidder shall be prepared, upon written notice of bid acceptance, to commence work within seven days following receipt of official written order of the Owner to Proceed, or on a date stipulated in such order.
- D. The accepted Bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within seven days following its presentation, shall execute same and return it to the Owner.

END OF SECTION 00100

BID PROPOSAL FORM

Name of Bidder _____

Project: Oxford Township Offices –
Oakland Co. Sheriff Oxford Sub-Station Interior Renovations

To: Charter Township of Oxford
300 Dunlap Rd,
Oxford Charter Township, MI 48371

Attention: Mr. Jack Curtis
Oxford Township Supervisor

Proposal

Pursuant to and in compliance with the Instructions to Bidders, bid documents and other documents relating hereto, the undersigned proposes and agrees to furnish equipment, materials and labor and perform all work necessary to complete the work in accordance with the plans and specifications prepared by Auger Klein Aller Associates Architects Inc., dated **April 4, 2024 Bidding**. The Owner reserves the right to reject any and all proposals at its discretion.

We propose to enter into a contract with The Charter Township of Oxford to complete the work for of the sum of:

_____ Dollars,

(\$ _____) as the base proposal.

Voluntary Alternates

Add / Deduct _____ (\$ _____).

Add / Deduct _____ (\$ _____).

Addenda

The Undersigned has included in the proposal the modifications to the work described in the following addenda received prior to the submission of this proposal:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Note: if none have been received, write "NONE".

Overhead and Profit

When changes to the work are authorized, in accordance with the General Conditions, which include additional cost not included in the above base proposal, the one applicable percentage fee for overhead and profit, among those listed below, is to be added to the actual cost of labor and materials to establish the cost of work for such change to the work. Percentages listed are total and are not to be superimposed upon each other.

For additional work performed by our own forces, a fee of ___%of cost.

For additional work performed by sub-contractors, a fee of ___%of cost.

Negotiation

The undersigned agrees that, should the overall cost exceed the funds available, he will be willing to negotiate with the Owner, the Architect and General Contractor for the purpose of making further reductions in the Contract work, and shall agree to provide full credit for all such reductions in the Work as requested by the Owner, including the value of labor, materials, and subcontract work , and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract Price.

Time of Completion

The Undersigned agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the work within _____ consecutive days after the date of an official Notice to Proceed.

Bid Guarantee

The undersigned agrees to execute and deliver the Contract based upon the Bid within fourteen (14) days following the Owner’s written notice of Contract Award.

If the Contract is executed within the above period, or this bid is not accepted within sixty (60) consecutive calendar days from the bid due date, the enclosed bid security shall be returned.

Labor and Material and Performance Bond

The Undersigned certifies that he qualifies for Performance and Labor Materials Payment Bonds in the amount of 100% of the Contract. The Owner requires a Labor and Material Payment Bond and a Performance Bond, which the undersigned agrees to provide pursuant to the Bid Documents. The cost for all such bonds has been included in the base bid amount set forth above \$_____.

Acceptance of Proposal

The Undersigned agrees to execute a contract for the work covered by this proposal provided that he is notified of its acceptance within sixty (60) days after the opening of the proposal. It is agreed that this Bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

The Undersigned hereby declares that he has legal status checked below:

___ Individual

___ Partnership, having the following partners:

___ Corporation, incorporated under the State Laws of _____
for whom _____, whose signature is affixed hereto is duly authorized to execute contracts.

Respectfully submitted,

Date _____ Company _____

Authorized Signature of Bidder

Title: _____

Printed Name of Signatory: _____

Please retain one (1) copy of this form for your file and submit three (3) copies to the Township Clerk’s office.

End of Bid Proposal Form

00700 – GENERAL CONDITIONS

The General conditions shall be the current edition of AIA Document 201 “General Conditions of the Contract for Construction”, and shall be incorporated into the contract by reference only. The General Contractor shall be responsible for becoming familiar and understanding AIA Document 201 “General Conditions of the Contract for Construction” as it applies to this project.

SECTION 01010 - SUMMARY OF WORK

01010 SUMMARY OF WORK

1.1. GENERAL

- A. All work performed under the requirements of this Contract shall be subject to the conditions set forth under the Agreement, General Conditions, Supplementary Conditions and shall comply with all requirements contained under this DIVISION I - GENERAL REQUIREMENTS.
- B. Division 1 contains special instructions relating to the execution of the entire work as defined by the Contract Documents and is applicable to all trade sections involved in completing the Work.
- C. The Contractor may assign portions of the work to the individual trades but shall perform all supervision and coordination required to secure completion of the work under the Contract as required for completed conditions of the overall Project.
- D. All Trades shall thoroughly examine the site and any observable surrounding conditions affecting the work.
- E. Check and verify existing dimensions and conditions that relate to new work.
- F. No extra compensation will be allowed for conditions that can be readily observed.

1.2. WORK COVERED BY CONTRACT DOCUMENTS

- A. The work includes all labor, material, equipment and services as detailed in the Bids and Permits Package, this project consists the renovation of the existing lower level sheriff substation facility and the finishing of existing unoccupied space.
- B. Project Identification: Oxford Township Offices - Oakland County Sheriff Sub-Station
- C. Project Location: 300 Dunlap Rd, Oxford Charter Township, MI 48371
- D. Owner: Oxford Township.
- E. Architect Identification: The Contract Documents, dated April 2024, prepared for Project by Auger Klein Aller Architects Inc..

1.3. WORK UNDER OTHER CONTRACTS

- A. The Owner reserves the right to award separate Contracts during the construction of the project.

1.4. WORK SEQUENCE

- A. The Work shall be conducted in one phase.
- B. The sequence of the Work shall be set by the Contractor in coordination with Oxford Township Offices and Oakland County Sheriff commander.
- C. Shut down of any building infrastructure (electricity, gas, etc.) required for construction must be scheduled and approved by township 2 weeks in advance.

1.5 PARTIAL OCCUPANCY

- A. Owner and Tenant occupancy is required for this project. Access to will need to be coordinated with Oxford Township and Oakland Co. Sheriff officials.

1.6 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project Site, during construction period. Only Owner's right to perform work or to retain other contractors on portions of Project limits contractor's use of premises.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - 3. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.8 QUALITY ASSURANCE

A. All work shall comply with all requirements of the local authority having jurisdiction.

B. All work shall comply with the 2009 Michigan Building Code for materials, installation, testing, inspection and warranty.

END OF SECTION 01010

SECTION 01025 - APPLICATION AND PAYMENT

01025 PAYMENT

A. GENERAL

1. Related terms noted elsewhere:
 - a) Contract Sum: Article 9 General Conditions, current edition.
 - b) Schedule of Value: Article 9 General Conditions, current edition.
 - c) Progress Payments: Article 9 General Conditions, current edition.
 - d) Certificate for Payment: Article 9 General Conditions, current edition.

2. Forms:
 - a) Schedule of Values (by Contractor).
 - b) Certificate and Application for Payment. AIA Documents G-702-1 current edition and Continuation Sheet AIA Document G-703- current edition.
 - c) Contractors Sworn Statement; format provided by Architect.
 - d) Waivers; format provided by Architect;
 - 1) Full Unconditional Waiver.
 - 2) Partial Unconditional Waiver.
 - 3) Certificate of Substantial Completion AIA Document G-704- current edition.

B. SCHEDULE OF VALUES

1. The Contractor shall prepare the Schedule of Values. The Schedule of Values shall total the Contract Sum.

2. The Schedule of Values shall total the Contract Sum.

3. Each item in the Schedule of Values shall include its proper share of overhead, profit and other charges.

4. Schedule of Value line items such as General Conditions, overhead and profit, supervision, mobilization, insurance or similar will not be allowed.

5. The Schedule of Values shall generally follow the Construction Specifications Institute (C.S.I.) Format.

6. Submit the Schedule of Values 14 days or more prior to the first Application and Certificate for Payment for review by the Architect.

7. After the Schedule of Values is agreed upon by the Contractor and Architect it will be the basis for payments.

8. Any additions or deletion to the Contract Sum approved by the owner will be by Change Order and the Change Order will become a line item in the Schedule of Value.

C. CONTRACTORS SWORN STATEMENT

1. The Contractor's Sworn Statement, format as provided by the Architect, is to be completed by the Contractor listing all Subcontractors, suppliers, and labors that are contracted to provide labor, materials, equipment or services for the project.
2. The following items are to be listed in regard to all subcontractors, suppliers or labors.
 - a. Amount of contract.
 - b. Amount already paid.
 - c. Amount presently owing.
 - d. Balance to be paid.
 - e. Labor and wages due but unpaid.
 - f. Labor and fringe benefits and withholdings due but unpaid.
3. Should a Change Order be issued effecting subcontract, the contract amount shall be adjusted to reflect the change in the subcontract.

D. WAIVERS

1. The waiver format is to be provided by the Architect.
2. Waivers shall be color coded as follows:
 - a. Full Unconditional Waiver (White)
 - b. Partial Unconditional Waiver (Pink).
3. The General Contractor shall fill in all portions of the waiver except the date and signature. One (1) original and three (3) copies of the waivers are to be dated and signed by the subcontractor, supplier or laborer with distribution as follows:

One (1) to Oxford Township.
One (1) to the General Contractor.
One (1) to the Architect with Contractor's sworn statement.
4. Waivers from subcontractors, suppliers or laborers shall not be conditional in any form.
5. The General contractor, with each application for Payment, shall provide a "Full Unconditional Waiver" in the amount of the payment Application with receipt of payment as the only condition.
6. Owner Review – Approval at regularly scheduled Historic District Commission Meeting

E. APPLICATION FOR PAYMENT SEQUENCE

1. The dates for Application for Payment shall be established in the Owner/Contractor Agreement.
2. Failure to submit by the date given may cause delay in payment.
3. Retainage:
 - a. Until Substantial Completion, retainage from progress payments to the Contractor shall be 10 % of each payment.
 - b. Upon Substantial Completion, retainage shall be reduced to 5%.
 - c. Retained amounts will be paid into an escrow account in a financial institution chosen by the Contractor and approved by the Owner, the interest earnings from which shall not accrue to the benefit of the Contractor.
4. Not less than 5 days before Application date provide the Architect with the percentages or dollar amount of each line item for his review. This step is optional and is intended to catch any over or under billings.
5. On or before the Application date submit the following:
 - a) Application and Certificate for Payment and Continuation Sheet(s) (4 originals).
 - b) General Contractor's Sworn Statement (1 original, 3 copies) covering the time period of the application.
 - c) Subcontractors, suppliers or laborers waivers (1 original, 3 copies) covering the time period of the application.
 - d) General Contractor's "Partial Conditional Waiver" for the amount of pay request (1 original, 3 copies).
6. The Architect within seven (7) days will certify the Application and forward to the Owner and the Contractor.
7. The Owner upon receiving the Application and Certificate for Payment shall pay the amount certified.
8. Should the Architect certify an amount different than requested on line 4 the Contractor shall readjust the request for payment package and resubmit it to the Architect. Failure to resubmit may cause delay in next Payment Application.
9. For Final Payment see Contract Closeout.

END OF SECTION

**SECTION 01035
MODIFICATION AND PROCEDURES**

01035 MODIFICATIONS

A. PRE-PROPOSAL MODIFICATIONS

1. Any modifications to the Project prior to the deadline established for the submission of bids will be by a written Addenda and the Addendum will be part of the Bid Documents.

B. PRE-CONTRACT MODIFICATION

1. Any modifications to the Project prior to Contract signing will be by a written Pre-Contract Bulletin and the Pre-Contract Bulletin will be part of the Original Agreement.

C. CONTRACT MODIFICATIONS

1. Contract Modification will be by Change Order only in respect to the Contract Amount and Contract Time.

01036 PROCEDURES

A. ADDENDUM (Pre-Proposal)

1. Addendum may be issued by the Architect during the Bidding procedure for clarification purposes, addition to and deletion from the proposal.
2. Addendum will be numbered consecutively and dated and their cost is to be included in the Base Bid.
3. Addendum are part of the Bid Documents.

B. PRE-CONTRACT BULLETINS

1. Pre-Contract Bulletins may be issued prior to a letter of intent to enter into an agreement.
2. Any Pre-Contract Bulletin issued will request a cost breakdown for labor, material, equipment and any other cost incurred for the modification.

C. CONTRACT MODIFICATION

1. Contract modification will fall in the following categories:
 - a) Architects Supplemental Instructions: current edition AIA Documents G710.
 - i. These instructions are used to provide for a change in the Contract Documents without a Change in Contract Sum or Time.
 - b) Construction Change Authorization; AIA Documents current issue G-713- or similar form.
 - i. In order to expedite the work and avoid or minimize delays in the work, the instructions in writing and or graphic form are issued with either, fixed, estimated or maximum change in Cost and Time.
 - ii. The final figure to be determined at a later date and incorporated into a Change Order.
 - c) Change Order: AIA Document current issue G701 or similar form.
 - i. A Change order describes the work to be added, deleted or changed, the increased or decreased cost for the change and the increase or decrease in time required.
 - ii. Change Orders are based on a Construction Change Authorization or a Bulletin.

d). Bulletin:

- i. Bulletin is a proposed change to the Construction Documents for costing purpose.
- ii. A Bulletin is not authorization for a change.
- iii. A Bulletin requests a breakdown of material, labor and/or any other costs involved in the proposed change in the Contract Documents.
- iv. If a Bulletin or items in the Bulletin are accepted by the Owner and Architect, the Architect will prepare a Change Order to modify the Contract Amount and/or Time.

END SECTION 01035

SECTION 01040 - COORDINATION

01041 PROJECT COORDINATION

- A. The Contractor shall be responsible for coordinating all work under his Contract including interfacing and scheduling of related work by Owner.
- B. Provide necessary bases, furring, anchors, roughing-in, and final connections for required water, gas drains, and electrical service as indicated to accommodate equipment provided by others.

01042 MECHANICAL, ELECTRICAL, OTHER, COORDINATION

- A. Prior to proceeding with installation of Mechanical, Electrical, and other Trades, verify extent of work to avoid interference.
- B. In case of interference, the Mechanical, Electrical, or Subcontractor, as applicable, shall consult with the Contractor who shall decide which trades shall occupy such space, subject to approval by Architect.
- C. Coordination between Mechanical, Electrical, and other trades shall meet or exceed applicable Contract Requirements including those specified in Division 15, Mechanical, and Division 16, Electrical.

01043 JOB SITE ADMINISTRATION

- A. See GENERAL CONDITIONS, 4.9 SUPERINTENDENT

01044 SUPPORTS AND FOUNDATIONS

- A. Provide all required foundations, pads, curbs, pits, and anchor bolts for mechanical and electrical equipment unless otherwise indicated.
- B. Foundations for such equipment outside building shall be provided by the Subcontractor responsible for the apparatus or equipment to be accommodated, except as indicated.

01045 CUTTING AND PATCHING

- A. Perform all cutting, patching and building-in as required for proper installation Of the Work.
- B. The trade or Contractor under whose jurisdiction such work is customarily performed shall perform cutting, patching, building-in. Costs occasioned by ill timed, improperly located; defective work shall be borne by the party responsible therefor.
- C. Neatly patch openings in wall, ceilings, floors as required to match and blend with surrounding finishes to the satisfaction of the Architect.

01046 SLEEVES AND INSERTS

- A. Provide all openings in floors, walls, ceilings, and roofs as required to accommodate pipe sleeves, inserts, boxes, and ductwork, equipment required by all trades including the Owner.

01047 PUNCHING, DRILLING STEEL WORK

- A. Do not field burn, weld, punch, or drill holes in structural steel items for the Support of piping, equipment, or any other apparatus unless indicated or approved by Architect.
- B. Enclose the welding area in suitable shields to confine sparks and prevent Damage to finish surfaces.

01048 SAFETY

General Safety Requirements to be observed by All Trades:

- 1) Exercise precaution at all times for the protection of persons and property.
- 2) Observe safety provisions of applicable laws, building, and construction codes.
- 3) Guard machinery, equipment, and all hazards in strict accordance with safety provisions of the Manual of Accident Prevention of General Contractors and all Federal Safety and health Regulations for Construction (OSHA) as issued by the Department of Labor.
- B. Fire Safety to Observed by All Trades:
 - 1) Do not store gasoline, fuel oil, and other combustibles within building unless stored in approved containers.
 - 2) Provide at least two fire extinguishers of approved type at proper location on each floor of the building.
 - 3) Familiarize all persons employed on the Project with the location and operation of extinguishers.
 - 4) Provide easy access to entire building by the public fire department.
- C. Refer also to requirements in General and Supplementary General Conditions, and Section 01500, Temporary Facilities.

01049 FIRE HAZARD CLASSIFICATION

- A. The fire hazard classification of finish materials where used in this specification shall be as follows:

	<u>CLASS</u>	<u>FLAME SPREAD</u>	<u>FUEL CONTRIBUTION</u>	<u>SMOKE DEVELOPMENT</u>
A -	0- 25		0- 35	0- 50
B -	26- 75		36- 75	51 -125
C -	76-200		76-200	126-200

- B. Classification shall be determined by tunnel test per NFPA-255, ASTM E-84, or UL 723.

END OF SECTION 01040

01200 PROJECT MEETINGS

01210 PRECONSTRUCTION MEETINGS

- A. Conducted by the architect with sign in sheet and minutes by the owner's rep. The Contractor shall coordinate other pre-construction meetings required, with the Owner, Architect, local building officials, utility companies and any other entity requiring a meeting prior to starting construction.
- B. The Architect shall take meeting minutes of the pre-construction meetings and distribute via email to the Contractor and Owner within one (1) week of the meeting.

01220 CONSTRUCTION PROGRESS MEETINGS

- A. The Owner shall designate a specific mutually agreed to day and hour to conduct the job progress meetings at regular intervals.
- B. The Contractor shall prepare an agenda and minutes of the meetings for informing all affected parties no later than three (3) work days prior to each scheduled meeting.
- C. To be conducted by the Contractor. The Contractor shall take meeting minutes of the progress meetings and distribute via email to the contractor and owner in within one (1) week of the meeting. Architect and Owner's representatives to be present. Construction progress meetings to be included in the construction schedule.

END OF SECTION 01200

01310 SCHEDULES

A. SCHEDULE OF SUBMITTALS

1. The Contractor shall prepare and submit for the Architects' review and approval a Schedule of Submittals.
2. The Contractor shall include in the Schedule all Shop Drawings, Product Data and Samples.
3. The Contractor shall include in the Schedule the date to be submitted, the date to be returned to the Contractor.
4. The Architect will review the Schedule and may propose modification as required to allow the Architect reasonable time for processing submittals.
5. The Architect will approve the Schedule of Submittals upon agreement with the dates.

B. PROJECT CONSTRUCTION SCHEDULE

1. The Contractor shall submit two copies of Plan of Operations to the Owner and the Architect within 14 days of Notice to Proceed.
2. The Contractor shall coordinate the Plan of Operations with the Owner for any other work that may be let by separate contract by the Owner.
3. The Plan of Operation shall state methods and sequence in which the work will be performed both outside and inside the existing buildings including necessary and scheduled shutdowns, to assure completion of the work on/or before the time of completion set forth in the CONTRACT.

C. PROGRESS SCHEDULE

1. The Contractor shall submit two (2) copies of Progress Schedule with Plan of Operation.
2. The Contractor shall submit Progress Schedule in bar chart form.
3. The Contractor shall submit two (2) copies of the updated Progress Schedule not more than thirty (30) days after first Progress Schedule and indicate current status of each part of the work and date upon which each part of the work is in fact started and completed.
4. The Contractor shall submit Progress Schedules at thirty (30) day intervals or distribute at the construction progress meetings (whichever is sooner) until the Construction status as determined by the Architect, make further submittals unnecessary.
5. Deliveries and installations shall meet this Schedule.
6. Copies of the Progress Schedule submittals shall be available at the Project Site.

SUBMITTALS

01320 PROGRESS REPORT

- A. Progress Reports to be submitted every thirty (30) days until construction status as determined by the Architect is no longer necessary.

01330 SURVEY & LAYOUT DATA

- A. ~~Not Applicable.~~

01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. SHOP DRAWINGS

1. Shop Drawings are not part of the Contract Documents.

2. Reproduction of the Contract Drawings are not acceptable.
3. The Contractor shall submit to the Architect for review as directed in the Contract Documents indicating materials, sizes, color, erection details and coordination with other materials and any other pertinent information.
4. The Contractor shall date stamp and review the Shop Drawings prior to submitting to the Architect. Drawings not carefully checked shall be returned "Rejected".
5. Shop Drawings shall bear the following information:
 - a) Project Name
 - b) Architect
 - c) Contractor
 - d) Originating Subcontractor
 - e) Manufacture or Supplier
 - f) Separate detailer if any
 - g) Specification Section Number.
 - h) Dates prepared and/or revisions or re-submittals.
6. Identify deviations from the Contract Documents.
7. Submit Shop Drawings in the form of one (1) reproducible sepia transparency and one (1) print or as directed in the Contract Documents.
8. Shop Drawings will be reviewed by the Architect for general conformance with the design concept only and marked in one of the following 4 comments:
 - a) Reviewed
 - b) Revise and Resubmit
 - c) Rejected
 - d) Furnish as Corrected

B. PRODUCT DATA

- 1) Product Data are pre-printed brochures, charts and other data not produced for this specific Project.
- 2) Clearly mark the pre-printed data to identify pertinent product or model.
- 3) Show as applicable - performance characteristics, capacities, required dimensions and clearances. Delete or line out all information that does not apply.
- 4) Supplement the standard information to provide information specifically applicable to the work.
- 5) Submit the number of copies that the Contractor requires plus two (2) which will be retained by the Architect.

C. SAMPLES

- 1) Submit samples of sufficient sizes and quantity to clearly illustrate the product with integrally related parts and attachment devices.
- 2) Show the full range of color, texture and pattern.
- 3) Where samples show a maximum and minimum range of color, texture, graining or other similar property, submit sets of pairs illustrating this range of tolerance.
- 4) Submit a minimum of three (3) sample.
- 5) All work shall conform to the samples.

01350 TEST REPORTS

- A. All test reports shall be submitted to the Architect in triplicate and contain the following information:
1. Not Applicable.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

01400 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Inspections and testing required by law, ordinances, rules, regulations, or orders of public authorities: General Conditions.
- B. Submittal requirements for test reports: Section 01310, Submittals.

01410 QUALITY ASSURANCE

- A. The owner shall arrange and pay for services of an independent inspection and testing agency to perform quality assurance activities required as part of work under Contract as specified in Trade Sections of Specifications.
- B. Services of independent inspection and testing agency shall in no way act to relieve the Contractor of his obligation to meet or exceed Contract Requirements.
- C. Fully cooperate with independent testing and inspection agency, extending lighted, safe access, and providing samples with incidental labor including patching where necessary.
- D. When such special testing and inspection discloses work that does not meet or exceed Contract requirements, the Contractor shall pay the costs for testing including any remedial work.

01420 TESTING AGENCIES RESPONSIBILITIES

- A. Provide and maintain on-site test-taking equipment as required to accomplish specified quality control program.
 - 1) Unless specifically agreed upon by the Architect, sampling and testing methods shall be as specified.
 - 2) Testing agency personnel shall be qualified and completely familiar with the required test methods.
- B. Submit copies of each test report to the Architect and Owner as specified for test reports in Section 01310, Submittals.
- C. Check work by representatives of testing agencies as it progresses.
 - 1) Failure to detect defective Work or materials shall not in any way prevent later rejection when neither such defect is discovered nor shall it obligate the Owner to accept defective work after final acceptance.
 - 2) When it appears that the work or material furnished is in non-conformance with the Contract Documents, the representative of the testing agency involved shall direct the attention of the Architect and Contractor to such non-conformance.
- D. The inspection and testing agency and its representatives are not authorized to revoke, alter, relax, enlarge or release any requirement of the Contract Documents, nor to approve or accept any portion of the work.

01440 CONTRACTOR RESPONSIBILITIES

- A. Provide facilities for access to the Work at all times for representatives of the testing agencies in order that the agency may properly perform its function.
- B. Secure and deliver to the testing agency, without charge, preliminary representative materials of the materials he proposed to use and which are required to be tested.
- C. Furnish such casual labor as is necessary to obtain and handle samples at the Project Site or at the source of the materials to be tested.
- D. Advise each testing agency sufficiently in advance of operations to allow time for completion of pre-qualification tests and for the assignment of personnel.
- E. Provide and maintain for the sole use of the testing agency for concrete materials, adequate facilities for the safe storage and proper curing of concrete test cylinders for the first 24- hours period of curing at the site, in accordance with ASTM C-31.
- F. Arrange with testing agency and pay for additional samples and tests required for Contractor's convenience.
- G. Arrange, and pay for, services of a separate, equally qualified independent inspection and testing agency, to perform additional inspections, sampling and tests required with initial tests indicated work does not meet or exceed Contract requirements.

END OF SECTION 01400

SECTION 01600 - MATERIAL AND EQUIPMENT

01610 DELIVERY, STORAGE, HANDLING & PROTECTION

- A. Be responsible for unloading, checking and storage of all materials and equipment owned, assigned to, or used in connection with the Work.
- B. Arrange deliveries of material and equipment so as not to interfere with traffic operations on public streets.
- C. Be responsible for locating areas both outside and within the building, subject to approval, for storage and work areas.
- D. Be responsible for the care and maintenance of the storage area used.
 - 1. Take necessary precautions to prevent fire and to protect storage area from damage.
 - 2. Be responsible for any repairs, refinishing or cleaning arising from use of the storage area.
- E. Store unpacked materials and equipment in bins, on shelves, or in neat piles, identifies or tag for periodic inspection and to permit inventories to be easily made.
- F. Cover and protect materials and equipment affected by weather while being transported to the Project site, while stored at the site, and while incorporated into the Work until the building space enclosing such materials and equipment is enclosed.
- G. Should it become necessary at any time during the progress of the Work to move stored materials and equipment which are to be used in the Work, or products which have been temporarily placed on the job, then the Contractor or Subcontractor responsible for such materials and equipment shall move them or cause them to be moved to the newly assigned storage area without additional cost to the Owner.

01620 INSTALLATION STANDARDS

- A. All products installed to meet or exceed manufacturer instructions.

01620 FACILITY STARTUP/COMMISSION

- A. See Applicable Sections of the Project Manual for the starting of any system.
- B. Testing, adjusting and balancing of the system is included in the Work.
- A. The providing and installing contractor' shall provide the information for the operation, testing and minor maintenance of the system.

END OF SECTION 01600

**SECTION 01700
CONTRACT CLOSEOUT**

01700 CONTRACT CLOSEOUT

- A. Contract closeout begins with a written certification to the Architect from the Contractor that the Project is substantially completed and a temporary Certificate of Occupancy has been obtained, and including a list of major items to be completed or corrected and a schedule to complete such items.
- B. The Architect will make an inspection within seven (7) days after receipt of the certification by the Contractor together with Owner's representative.
- C. Should the Architect consider the Work substantially complete: the architect will prepare and issue a Certificate of Substantial Completion, American Institute of Architects Document G704, complete with signatures of Owner and Contractor, and accompanied by Contractor's list of items to be completed or corrected and schedule, as verified and amended by the Architect.
- D. Architect to prepare a punch list of items to be completed or corrected, as determined by the inspection.
- E. Prior to Owner's occupancy of Project or designated portion of Project, the Contractor shall:
 - 1. Obtain Certificate of Occupancy.
 - 2. Perform final cleaning as specified herein.
- F. Owner will occupy Project under provisions stated in Certificate of Substantial Completion.
- G. The Contractor shall complete work listed for completion or correction within the time stated in the Certificate of Substantial Completion.
- H. Should the Architect consider that the Work is not substantially complete:
 - 1. The Architect will immediately notify the Contractor in writing, stating reasons.
 - 2. The Contractor shall complete the required Work, and send a second written notice to the Architect in the manner required under A, above, certifying that the Project, or designated portion of the Project, is substantially complete and indicate the remaining corrective and contract items.
 - 3. The Architect will re-inspect the Work and proceed in the manner set forth in B above.

01710 FINAL CLEANING

- A. The Contractor shall prepare Work for occupancy by Owner and Tenant by cleaning all exposed finishes surfaces, using professional cleaning firms or persons skilled in such work as follows:
 - 1. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed-to-view interior and exterior finished surfaces; polish smooth surfaces to shine finish.
 - 2. Repair, patch and touch-up marred surfaces to match adjacent approved surfaces.
 - 3. Clean, polish metal surfaces including hardware.
- B. Final cleaning shall leave all Work in such condition that the building can be occupied without further cleaning of any kind.
- C. Contractor shall not be required to re-clean after cleaning has been reviewed and approved unless he and his Subcontractors again soil the premises.

01720 PROJECT RECORD DOCUMENTS

- A. Prepare and furnish 2 sets of completed Project Record Documents including work of each subcontractor to the Architect.
- B. Prior to the completion of the Project the Architect will furnish the Contractor one set of PDF's of the current Contract Drawings for Project Record Drawings.
- C. Record using a red pencil, in a neat manner, all cases where actual field construction differs from work indicated as well as change in location and elevation.
- D. Dimension concealed work and utility locations.
- E. Shop drawings will not be acceptable for record as-built drawings.

01730 OPERATION & MAINTENANCE DATA

- A. Prior to completion of the Work, the Contractor shall submit three (3) sets of the following to the Architect covering each item of equipment, apparatus, and device provided in the Project. organized, indexed and bound into loose leaf binders:
1. Catalog data or literature.
 2. Installation instructions including diagrams of work provided by other trades.
 3. Manufacturer's operating and maintenance instructions.

01740 WARRANTIES AND GUARANTEES

- A. Contractor's Guarantees:
1. Submit a one (1) year written guarantee in a form approved by Owner or letterhead covering materials and workmanship included in Contract. The date of the guarantee shall commence at the date of acceptance by the Architect.
 2. Under this guarantee, remedy all defects in materials and workmanship appearing during guarantee period and pay for damage to other work.
- B. Trade Guarantees:
1. Submit two (2) copies of all guarantees required by trade sections of Specifications written on Subcontractor's letterhead and signed by Subcontractor to the Architect.
 2. Observe and comply with requirements and conditions placed upon guarantee furnished by manufacturers for materials provided in the Work. Inform Architect of conditions occurring which would cause manufacturer to rescind such guarantee.

01750 SPARE PARTS & MAINTENANCE MATERIALS

- A. The Contractor shall retain all portable and detached parts of Work, including, but not limited to, keys, spare accessories and the like, until completion of Project.
- B. The Contractor shall at completion of Project, turn over such parts and itemized signed receipts to the Contractor by each Sub-contractor.
- C. The Contractor shall turn over such parts to the Owner and obtain Owner's signature on the itemized receipts to request for final payment.
- D. The Contractor shall attach a copy of receipts prior to request for final payment.

01760 WARRANTY INSPECTION

- A. Materials and systems that are specified to provide a manufacturers warranty requiring Warranty Inspection by the manufacturer are to be provided to the Owner at time of Closeout.

01770 FINAL INSPECTION

- A. When the Work is completed, the Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Project has been inspected for compliance with the Contract Documents.
 - 3. Work has been completed in accordance with the Contract Documents.
 - 4. Equipment and systems have been tested in presence of the Owner's Representatives and are operational.
 - 5. Project is complete and ready for final inspection.
- B. The Architect will make final inspection within seven (7) days after receipt of Contractor's certification for final inspection.
- C. Should the Architect consider that the Work is complete in accordance with the requirements of the Contract Documents, he will request the Contractor to make Project closeout submittals pursuant to Section 1771.
- D. Should the Architect consider that the Work is not complete:
 - 1. The Architect will notify the Contractor, in writing, stating reasons.
 - 3. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written notice certifying that the Work is incomplete.
 - 3. The Architect will re-inspect the Work.
- E. Should the Architect be required to perform subsequent additional inspections because of failure of the Work to comply with the original certifications of the Contractor, the Owner will compensate the Architect for additional services, and deduct the amount paid from the final payment to the Contractor.

01771 CLOSEOUT SUBMITTALS

- A. The Contractor shall submit Certificates of Occupancy, Inspection and Approval from governing authorities as described in General Conditions.
- B. The Contractor shall submit the following as described in Section 01700, Submittals:
 - 1. Project Record (As-Built) Documents.
 - 2. Receipts for Portable and detachable parts.
 - 3. Operations and maintenance data.
 - 4. Affidavits as described in individual trade sections of Specifications.
 - 5. Keys and keying schedule as described in Section 08710, Finish Hardware.
- C. The Contractor shall submit evidence of payments and release of liens as follows:
 - 1. Written consent of surety to payment of final estimate.
 - 2. Satisfactory evidence by affidavit, in a form furnished by the Owner, that all indebtedness by reason of the Contract has been fully paid. See General Conditions.
 - 3. Submit final waivers of lien as described in General Conditions.
 - 4. All submittals shall be duly executed before delivery to Architect.

INSTRUCTION

- A. The Contractor shall instruct Owner's personnel in operation of all systems, mechanical, electrical, other equipment, including maintenance requirements.

01773 FINAL ADJUSTMENT TO ACCOUNTS

- A. Submit final statement of accounting to Architect:
 - 1. Statement shall indicate:
 - a) Original Contract Sum.
 - b) Additions and deductions resulting from:
 - i. Previous Change Orders
 - ii. Cash Allowances
 - iii. Unit Prices
 - iv. Other Adjustments
 - i. Deductions for uncorrected Work
 - ii. Deductions for Re-inspection Payments
 - 2. Total Contract Sum, as adjusted
 - a. Previous Payments
 - b. Sum remaining due
- B. The Architect will prepare a final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

01774 FINAL APPLICATION AND CERTIFICATE FOR PAYMENT

- A. Submit final Application for Payment per General Conditions.
- B. The Architect will issue final Certificate for Payment per General Conditions.
- C. Should final completion be materially delayed through no fault of the Contractor, the Architect may issue a Semi-final Certificate of Payment per General Conditions.

END OF SECTION 01700

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL.

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Division 7 Section "Through-Penetration Firestop Systems" for patching fire-rated construction.
- C. See Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- D. Requirements in this Section apply to mechanical and electrical installations. See Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.2 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - 1. Reinforced Poured Concrete Walls w/ Brick Veneer
 - 2. C.M.U. Bearing Walls w/ Brick Veneer
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - 1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

END OF SECTION 01731