

# Restroom Renovation & Expansion WCMEAA

## Rialto Square Theatre

102 N. Chicago Street  
Joliet, Illinois 60432



## PROJECT MANUAL

April 5, 2024

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PROJECT MANUAL FOR: **Restroom Renovation and Expansion at Rialto Square Theatre**

DATE: April 5, 2024

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DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS

Document 00 0115 - List of Drawing Sheets

**Restroom Renovation and Expansion at Rialto Square Theatre**

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E201	Electrical Schedules and Details
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All drawings are dated April 5, 2024.

END 00 0115

DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS

Section 00 1116 - Invitation to Bid

Owner: WCMEAA  
Rialto Square Theatre  
102 N. Chicago St.  
Joliet, IL 60432

Architect: DLR Group  
1422 Euclid Avenue, Suite 300  
Cleveland, OH 44115  
216-522-1350

Date: April 5, 2024

Contractors are invited to submit a bid for **Restroom Renovation & Expansion at Rialto Square Theatre**. Bids will be received at the **Rialto Square Theatre Administration Office, 15 E. Van Buren Street, Joliet, IL 60432** before 10:00 AM local prevailing time on Monday, April 22, 2024 at which time bids will be publicly opened and read. The Contractor must pay the Prevailing Wage Rates for all work per the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

The project consists of: Restroom Renovation.

A single stipulated sum bid will be received for all Base Bid work and Alternate Bid work, if applicable.

Refer to other Bidding requirements described in Document 00 2100 - Instructions to Bidders.

Submit Bid on the Bid Form provided in the attached R. Berti Building Solutions document. Bidders are required to complete Bid Form.

Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

It is the policy of the Owner to provide equal opportunity to all qualified businesses in the awarding of contracts and accordingly promotes the utilization of diversified businesses to the maximum extent feasible in any contract issued against the solicitation to bid.

**Two Pre-Bid walk-throughs are scheduled: See the attached R. Berti Building Solutions document for dates and times.** Bidders shall meet at Rialto Square Theatre, 102 N. Chicago St., Joliet, IL 60432.

The Owner reserves the right to reject any or all bids, to waive irregularities in the bidding procedure, or accept the Bid that, in its opinion, will serve the best interest of the Theatre. Any such decision shall be considered final. The Owner reserves the right to set aside a Bid from a Contractor who, in the Owner's opinion, does not exhibit past experience equal to the size and scope of this project.

The bidder shall have a written sexual harassment policy in place in full compliance with Section 2-105 of the Illinois Human Rights Act.

The successful bidder will be required to deliver to the Owner, an executed copy of the Contract, and a valid certificate of insurance within ten days after the successful bidder has received Notice of Award of the contract.

Copies of the Bid Documents including plans and specifications will be available through WCMEAA starting Friday, April 5, 2024. Bidders can download electronic drawings and Specifications at no cost.

Any questions should be submitted to Michael Judy at [mjudy@rberti.com](mailto:mjudy@rberti.com) or by fax at 815-725-9340.

END 00 1116

DIVISION 00 - PROCUREMENT AND CONTRACT DOCUMENTS  
Section 00 2100 - Instructions to Bidders

1. GENERAL

1.1. SECTION INCLUDES

- A. Invitation to Bid
- B. Bid Documents and Contract Documents
- C. Site Assessment
- D. Qualifications
- E. Bid Submission
- F. Bid Enclosures/Requirements
- G. Other Requirements
- H. Offer Acceptance/Rejection

1.2. RELATED SECTIONS

- A. Specified Elsewhere:
  - 1. Section 00 1116 - Invitation to Bid
  - 2. Section 00 4100 - Bid Form
  - 3. Section 00 7300 - Supplementary Conditions

2. INVITATION TO BID

2.1. BID SUBMISSION

- A. Bids signed, executed, and dated shall be received until time and at location indicated in the Invitation to Bid.

2.2. CONTRACT TIME

- A. Bidder agrees to commence work upon execution of the contract, and to be substantially complete by August 23, 2024 and complete by August 30, 2024.

3. BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1. DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, and Bid Form identified herein.
- B. Contract Documents: Defined in General Conditions, including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

3.2. AVAILABILITY

- A. Bid Documents may be obtained through WCMEAA.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

### 3.3. EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify the Architect should the documents be incomplete.
- B. Immediately notify the Architect upon finding discrepancies or omissions in the Bid Documents.

### 3.4. QUERIES/ADDENDA

- A. Email questions to Michael Judy at [mjudy@rberti.com](mailto:mjudy@rberti.com) or by fax at 815-725-9340. Telephone (voice) queries are discouraged.
- B. Addenda may be issued during the Bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.
- C. Verbal interpretations of the meaning of the drawings or specifications are not binding on any party.
- D. Addenda shall be forwarded not later than two working days prior to the date fixed for the opening of bids. Failure of any Bidder to receive such addenda shall not relieve such Bidder from any obligation under his Bid as submitted.
- E. Each Bidder shall ascertain prior to submitting Bid that said Bidder has received all Addenda, and shall acknowledge receipt on the Bid Form.

### 3.5. PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, requests for substitutions (from prime bidders) will be considered by the Architect up to 4 working days before receipt of Bids.
- B. The request for substitution shall provide sufficient information to determine acceptability of such products.
- C. In submission of requests for substitutions to products specified, Bidder shall include in his Request any changes required in the Work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the Bidder for an addition to the Contract Time or Contract Sum because of changes in Work necessitated by use of substitutions shall not be considered.

## 4. SITE ASSESSMENT

### 4.1. SITE EXAMINATION

- A. It is recommended that the Bidder examine the project site before submitting a Bid.
- B. Two Pre-Bid walk-throughs are scheduled: See the attached R. Berti Building Solutions document for dates and times.

## 5. BID SUBMISSION

### 5.1. SUBMISSION PROCEDURE

- A. Submit two copies of the executed offer on the Bid Forms provided, signed and sealed.

- B. All blank spaces for bid amounts shall be filled, using ink or typewritten, with both words and figures. In case of discrepancy, the amount shown in words shall govern. Write "No Bid" on blank spaces where bidder is not bidding.

## 5.2. BID INELIGIBILITY

- A. Failure to provide insurance requirements may at the discretion of the Owner, invalidate the Bid.

## 6. BID ENCLOSURES/REQUIREMENTS

### 6.1. BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
  - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

## 7. OTHER REQUIREMENTS

### 7.1. AGREEMENT

- A. The contract form for this work shall be the Standard Form of Agreement Between Owner and Contractor (AIA Form A101, 2017 edition).

## 8. OFFER ACCEPTANCE/REJECTION

### 8.1. DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the Bid closing date.

### 8.2. ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers, or to waive any informalities in the Bidding.
- B. After acceptance by the Owner, the Architect, on behalf of the Owner, will issue a Notice of Award to the successful Bidder.

END 00 2100



DIVISION 00- PROCUREMENT AND CONTRACT REQUIREMENTS  
Section 00 7300 - Supplementary Conditions

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**ARTICLE 1: GENERAL PROVISIONS** (No modifications to this article.)

**ARTICLE 2: OWNER** (No modifications to this article.)

**ARTICLE 3: CONTRACTOR** (No modifications to this article.)

**ARTICLE 4: ARCHITECT** (No modifications to this article.)

**ARTICLE 5: SUBCONTRACTORS** (No modifications to this article.)

**ARTICLE 6: CONSTRUCTION BY THE OWNER OR BY SEPARATE CONTRACTORS**

**ARTICLE 7: CHANGES IN THE WORK** (No modifications to this article.)

**ARTICLE 8: TIME** (No modifications to this article.)

**ARTICLE 9: PAYMENTS AND COMPLETION**

9.3. APPLICATIONS FOR PAYMENT - Add the following subparagraphs:

"9.3.1.3. To insure the proper performance of this Contract the Owner will retain 10% of the amount of each estimate until final completion and acceptance of all work covered by this Contract."

"9.3.2.1. Although all material and work covered by partial payments made shall have become the property of the Owner, this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract."

"9.3.2.2 The stored materials may be included in the Application for Payment providing the Architect can verify the cost and the existence of such stored materials. The Contractor shall reimburse the Owner for all of the Architect's expenses required to verify materials which are stored away from the Project site if the Contractor wishes to include the cost of the stored material in an Application for Payment. Applications for stored materials must meet the following criteria:

- a. Evidence of insurance is required for the stored product.
- b. The product must be produced for this project only.
- c. The product must be stored separately from other inventory and identified for this project only."

"9.3.4. The Contractor shall provide all statements, affidavits and waivers required by the Mechanics' Liens Law of the State of Illinois, including Section 5 thereof, at such time and in such form as provided therein to protect the Owner against mechanics or other liens, and the Contractor hereby acknowledges receipt of notice from the Owner to furnish same."

"9.3.5. Each application for payment must be accompanied by Contractor's Affidavits and by partial waivers of lien from all Subcontractors, as well as Material Suppliers, showing that the amount of money paid to date to each Subcontractor and Supplier is at least equivalent to the amount shown as the estimated total value of all labor and material incorporated into the work through the immediately preceding calendar month's estimate of work performed as submitted by the Contractor, less contract retainage."

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY** (No modifications to this article.)

**ARTICLE 11: INSURANCE AND BONDS**

See R. Berti Building Solutions Exhibit C for Insurance and Bonds.

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK** (No modifications to this Article.)

**ARTICLE 13: MISCELLANEOUS PROVISIONS** (No modifications to this article.)

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT** (No Modifications to this Article.)

**ARTICLE 15: CLAIMS AND DISPUTES** (No modifications to this article.)

END 00 7300

1. GENERAL
- 1.1. WORK INCLUDES
  - A. Work covered by contract documents: **Restroom Renovation.**
- 1.2. RELATED WORK
  - A. Specified Elsewhere:
    1. Section 01 5000 - Temporary Facilities and Controls
    2. Section 01 7700 - Closeout Procedures
- 1.3. DEFINITIONS. The following terms are used throughout the contract documents. The work will be governed in accord with the definitions.
  - A. Fabricated: "Fabricated" pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
  - B. Manufactured: "Manufactured" means standard units, usually mass produced by an established manufacturer of the respective item.
  - C. Provide: "Provide" means furnish and install.
  - D. Shop fabricated or shop made: "Shop fabricated or shop made" refers to items made by the Contractor in his own shop.
- 1.4. INSURANCE: See the Conditions of the Contract.
- 1.5. CONTRACT
  - A. Construct project under a single combined contract, as the General Contractor, in accordance with Supplementary Conditions, and including the following work:
    1. General Work
    2. Mechanical Work
    3. Electrical Work
- 1.6. WORK BY OTHERS
  - A. The Owner will award contract which will commence during the Summer of 2024. Work under this contract includes: **Restroom Renovation.**
  - B. Items noted "N.I.C" (Not-in-Contract) will be furnished and installed by the Owner.
  - C. The Owner will remove and retain possession of the following items prior to start of the work: N/A
  - D. Items furnished by the Owner for final connection by the contractor: N/A
- 1.7. CONTRACTOR USE OF PREMISES
  - A. Confine operations at site to areas permitted by:

1. Law
  2. Permits
  3. Contract
  4. Drawings
  5. Owner's representative
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structures with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Use of Site: Confine operations at site to areas as designated by Contract Documents.
- F. Fire Protection:
1. Fires: Contractor shall prohibit the lighting of fires about the premises and use due diligence to see that refuse and such not be burned at the construction site. Promptly remove all refuse and such from the site for legal disposal. Prevent the accumulation of combustibles on the site or within the building.
  2. Welding and cutting: It shall be the responsibility of each contractor to take precautionary measures to prevent fire.
  3. Flammables: Gasoline and other fuels shall be kept and handled in accord with NFPA and in UL listed and labeled safety cans, and shall be stored away from hazardous work areas.
- G. Smoking inside of the existing building, including those areas associated with the work of this contract, will not be permitted. Smoking on the premises outside of the building will also not be permitted.
- 1.8. HAZARDOUS MATERIALS
- A. No asbestos containing materials, lead based paints, or other hazardous materials shall be furnished or installed in this work.
- 1.9. WORK SEQUENCE
- A. Construct work between Notice to Proceed and August 30, 2024:
1. Begin Work at Notice to Proceed
  2. 8/23/24 – Substantial completion
  3. 8/30/24 – Final completion
- B. Coordinate construction schedule and operations with the owner.
- 1.10. OWNER OCCUPANCY
- A. The Owner intends to occupy the area of work by August 30, 2024.
- B. The Owner will occupy the premises during the construction.
- C. Cooperate with the owner to minimize conflict.
- D. Schedule the Work to accommodate these requirements.

END 01 1000

1. GENERAL

1.1. WORK INCLUDES

- A. Construction mobilization.
- B. Submittals.
- C. Contractor duties.
- D. Coordination.
- E. Closeout procedures.
- F. Testing.

1.2. RELATED WORK

- A. Specified Elsewhere:
  - 1. General Conditions: Duties of the Contractor
  - 2. Section 01 7700 - Closeout Procedures

1.3. CONSTRUCTION MOBILIZATION

- A. Cooperate with the Owner in allocation of mobilization areas of site and parking.
- B. Comply with Architect's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

1.4. SUBMITTALS

- A. Submit shop drawings, product data and samples for review and compliance with contract documents, for field dimensions and clearances, for relation to available space, and for relation to work of separate contracts. Revise and resubmit as required.
- B. Submit applications for payment on AIA G702 forms (or as otherwise accepted by the Owner) for review.
- C. Submit requests for interpretation of Contract Documents and obtain same through Architect.
- D. Process requests for substitutions, and change orders, through Architect.
- E. Deliver closeout submittals for review and preliminary inspection reports.

1.5. CONTRACTOR DUTIES

- A. Coordinate work of all contractors.
- B. Temporary Utilities:

1. Verify that adequate services are provided to comply with specifications for work and climatic conditions.
- C. Payments:
1. Submit Contractor's application for payment including:
    - a. Request for Partial Payment.
    - b. Contractor's Sworn Statement and Affidavit
    - c. Waivers of Lien.
    - d. Requests for Payment for Stored Materials.
- D. Changes:
1. Recommend necessary or desirable changes to Architect.
  2. Enforce adherence to all modifications in contract documents.
- E. Permits and Fees:
1. Project is considered maintenance; therefore, no building permits or special permits are anticipated.
  2. Contractor shall include utility company fees. if required.
- F. Inspection:
1. Inspect work to assure that work is performed in accord with Contract Documents.
  2. Reject or stop portions of the work which are not in accord with Contract Documents.
- G. Interpretations of Contract:
1. Consult with Architect to obtain interpretations.
  2. Assist in resolution of questions which may arise.
  3. Transmit written interpretations to the concerned parties.
- H. Administer Coordination and Processing of:
1. Shop drawings, product data and samples.
  2. Project record documents.
- I. Maintain Reports and Records:
1. Records:
    - a. Contracts.
    - b. Purchases.
    - c. Materials and equipment records.
    - d. Inspection reports.
  2. Verify that contractors and subcontractors maintain project record documents on a current basis.
  3. At completion of project, assemble project record documents in accordance with Contract requirements and deliver to Architect.
  4. Assemble documentation for handling of claims and disputes.

- J. Verify that specified cleaning is done:
  - 1. During progress of work.
  - 2. At completion of contract.
  
- K. Notification of start-up of permanent equipment:
  - 1. Notify all parties seven (7) days prior to start-up date.
  - 2. Record dates of start of operation of systems and equipment.
  
- L. Substantial Completion:
  - 1. Upon Contractor's determination of substantial completion of work or a portion thereof, prepare for Architect a list of incomplete or unsatisfactory items.
  - 2. Upon Architect's certification of date of substantial completion, coordinate correction and completion of work.
  
- M. Final Completion:
  - 1. Upon subcontractor's determination that work is finally complete:
    - a. Submit written notice to Architect that work is ready for final acceptance.
    - b. Secure and transmit to Architect specified closeout submittals.
  
  - 2. Turn over to Architect:
    - a. Operations and maintenance data.
    - b. Spare parts and maintenance materials.

1.6. COORDINATION

- A. Perform all work between the hours of 7:30 AM and 4:00 PM Monday through Friday, unless other arrangements are made with the Owner.
- B. The Contractor is responsible for all security with regard to the construction. The Contractor shall cooperate completely with the Owner's security measures.
- C. Inform the Owner when coordination of his work and activities is required.

1.7. CLOSEOUT PROCEDURES

- A. Notify Architect when Work is considered ready for Substantial Completion. Accompany Architect on preliminary review to determine items to be listed for completion or correction in Contractor's notice of Substantial Completion.
- B. Comply with Contract requirements to correct items of work listed in executed Certificates of Substantial Completion.
- C. Notify Architect when Work is considered finally complete. Accompany Architect for final acceptance.
- D. Comply with Contract requirements for completion of items of Work determined as necessary for final acceptance.

1.8. TESTING

- A. Notify Architect of test schedules.
- B. Verify that required personnel are present.
- C. Verify that specified tests are made as scheduled.

2. PRODUCTS

Not Used.

3. EXECUTION

Not Used.

END 01 3100



1. GENERAL

1.1. WORK INCLUDES

- A. Submittals procedures.
- B. Shop drawings.
- C. Product data.
- D. Manufacturers' instructions.
- E. Schedule of Values.
- F. Contractor responsibilities.
- G. Architect's duties.

1.2. RELATED WORK

- A. Specified Elsewhere:
  - 1. Section 01 3100 - Project Coordination
  - 2. Section 01 7700 - Closeout Procedures: Contract warranty and manufacturer's certificates; closeout submittals.

1.3. DEFINITIONS

- A. Shop Drawings: Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier, or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details.
  - 1. Prepared by qualified detailer.
  - 2. Identify details by reference to sheet and detail number shown on contract drawings.
  - 3. Minimum sheet size: 8-1/2" x 11".
  - 4. PDF Format.
- B. Product Data:
  - 1. Manufacturer's standard schematic drawings.
    - a. Modify to delete information which is not applicable to project.
    - b. Supplement standard information to provide additional information applicable to project.
  - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
- C. Samples: Physical samples to illustrate materials, equipment or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.

#### 1.4. CONTRACTOR'S USE OF ARCHITECT'S ELECTRONIC FILES

- A. General: At Contractor's written request, copies of Architect's electronic files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
  - 1. Upon request to utilize electronic media, the Contractor shall complete an "Electronic File Transfer" form provided by DLR Group and return the signed form.
  - 2. Construction drawings for this project have been prepared utilizing AutoCAD. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.
  - 3. The electronic contract documents can be used for preparation of shop drawings and as-built drawings only. The information may not be used in whole or in part for any other project.
  - 4. The use of these AutoCAD documents by the Contractor does not relieve them from their duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of the other contractors for the project.
  - 5. The information is provided to expedite the project and assist the Contractor with no guarantee by DLR Group as to the accuracy or correctness of the information provided. DLR Group accepts no responsibility or liability for the Contractor's use of these documents.

#### 1.5. SUBMITTAL PROCEDURES - GENERAL

- A. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- B. Make all submittals in PDF Format.
- C. Reproduction of the Contract Documents will not be accepted as submittals. The Contract Documents are protected by copyright laws and shall not be reused or copied in any form without written permission of the authors.
- D. Apply contractor's stamp, signed or initialed certifying that review, 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.
  - 1. Contractor review must be completed to the greatest extent possible prior to submission to the Architect.
- E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.

#### 1.6. MANUFACTURER'S INSTRUCTIONS SUBMITTAL PROCEDURES

- A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

## 1.7. SCHEDULE OF VALUES

- A. Submit Schedule of Values to Architect at least 15 business days prior to submitting first application for payment.
  - 1. Support values given with data to substantiate its correctness.
  - 2. List quantities of materials specified under unit prices.
  - 3. Use Schedule of Values as only basis for application for payment.
  - 4. Payment for materials stored on or off site will be limited to those materials listed in Schedule of Values.
- B. Form of Submittal
  - 1. Submit typewritten Schedule of Values on form acceptable to the Architect.
  - 2. Use Project Manual Table of Contents as basis of format for listing costs of all work, unless otherwise indicated by the Architect.
  - 3. Identify each line item with number and title listed in Project Manual Table of Contents.

## 2. PRODUCTS

Not used.

## 3. EXECUTION

### 3.1. CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, product data, and samples prior to submission to Architect.
- B. Verify:
  - 1. Field dimensions.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of:
  - 1. The work.
  - 2. The contract documents.
  - 3. The work of other contractors and Subcontractors.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review of submittals.
- E. Prior to submission, notify Architect in writing of all proposed deviations in submittals from contract requirements.
- F. Do not begin any work which requires submittals without having Architect's stamp and initials or signature.
- G. After Architect's review, make response indicated by the Architect's stamp. Distribute copies of reviewed submittals to concerned parties.
  - 1. Instruct parties to promptly report any inability to comply with provisions.

### 3.2. ARCHITECT'S DUTIES

- A. Review submittals within 20 business days, unless notice is otherwise given to the Contractor.
- B. Review for:
  - 1. Consistency with design concept of project.
  - 2. Compliance with Contract Documents.
- C. Review all requests for proposed deviations.
- D. Review of separate item does not constitute review of assembly in which item functions.
- E. Affix stamp, date and initials or signature certifying to review of submittal, and with indications for Contractor response.
- F. Return submittals to Contractor for response or distribution. The Architect will return the reviewed and stamped in electronic PDF Format to the Contractor.

### 3.3. RESUBMISSION REQUIREMENTS

- A. Shop drawings:
  - 1. Revise initial drawings as indicated and resubmit in accordance with submittal procedures.
  - 2. Indicate on drawings all changes which have been made in addition to those requested by Architect.
- B. Product data and samples: Submit new data and samples as specified for initial submittal.
- C. Make all re-submittals within 10 business days after date of Architect's previous review.

END 01 3300

DIVISION 01 - GENERAL REQUIREMENTS  
Section 01 5000 - Temporary Facilities and Controls

1. GENERAL

1.1. WORK INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, water, and sanitary facilities.
- B. Temporary Controls: Barriers, protection of the Work, and water control.
- C. Construction Facilities: Parking, field offices, progress cleaning, and project signage.

1.2. RELATED WORK

- A. Specified Elsewhere:
  - 1. Section 01 3100 - Project Coordination
  - 2. Section 01 7700 - Closeout Procedures

1.3. SUBMITTALS

- A. Submit in accordance with Section 01 3300:

1.4. REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with specified codes and regulations:
  - 1. National Electric Code.
  - 2. Federal, State and Local requirements.
  - 3. Utility company regulations.

1.5. TEMPORARY UTILITIES/SERVICES RESPONSIBILITY

- A. Responsibility: The following temporary utilities and facilities on the construction site shall be provided by the party indicated below:

Item	Provider
1 - Telephone	Contractor
2 - Electricity	Owner
3 - Water (potable for construction use)	Owner
4 - Drinking water	Owner
5 - Toilets	Owner
6 - Parking Spaces for Workers	Owner
7 - Storage Areas and Facilities	Contractor
8 - Trash containers and Trash removal	Contractor

1.6. USE OF OWNER'S EXISTING SYSTEMS FOR CONSTRUCTION

- A. Make all arrangements with Owner's Representative. Contractor is responsible for all connection fees.
- B. Limitations: Regulate all parts of existing systems used for construction purposes.
  - 1. Do not overload system. When project requirements exceed system capacity, provide separate system to meet needs.
- C. Modify, supplement, and extend system to meet temporary utility requirements for project, subject to acceptance of Architect and the Owner.
- D. Maintain strict supervision of use of temporary facilities.
  - 1. Enforce conformance with:
    - a. Specified codes and standards.
    - 2. Use only designated facilities, systems or portions thereof.
      - a. Electrical Power Service:
        - 1) Provide temporary extension of service to meet lighting requirements.
        - 2) Do not overload circuits.
        - 3) Replace all components damaged by Contractor's use.
      - b. Lighting:
        - 1) Provide and maintain additional lighting, extend from existing system, to comply with temporary lighting requirements.
        - 2) Contractor causing damage shall replace damaged lamps and fixtures.

1.7. TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations.
- B. All temporary lighting requirements shall meet or exceed OSHA requirements. Remove all temporary lighting facilities at end of project.

1.8. TEMPORARY SANITARY FACILITIES

- A. Existing facilities, as designated by the Owner, may be used during construction operations.

1.9. PROTECTION OF INSTALLED WORK

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.

1.10. SECURITY

- A. Coordinate with Owner's security program.

1.11. PROGRESS CLEANING

- A. Maintain all construction areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition at all times.
- B. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- C. Remove waste materials, debris, and rubbish from site and dispose legally off-site.

2. PRODUCTS

2.1. Not Used

3. EXECUTION

3.1. ALL TEMPORARY UTILITIES

- A. Install work in neat and orderly manner.
- B. Maintain to give safe, continuous service, and to provide safe working conditions.

3.2. REMOVAL

- A. Repair all damage caused by installation. Restore to original conditions.

END 01 5000

1. GENERAL

1.1. WORK INCLUDES

- A. Requirements and limitations for cutting and patching of work.
  - 1. Execute cutting, filling, or patching of work, required to:
    - a. Make several parts fit properly.
    - b. Uncover work to provide for installation of ill-timed work.
    - c. Remove and replace defective work.
    - d. Remove and replace work not conforming to contract requirements.
    - e. Install specified work in existing construction.
  - 2. Do not cut or alter work of another contractor without written consent of Architect.

1.2. RELATED WORK

- A. Specified Elsewhere:
  - 1. Section 01 1000 - Project Summary
  - 2. Section 01 3300 - Submittal Procedures

1.3. SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather-exposed or moisture-resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
- B. Prior to cutting and patching done on request of Architect, submit cost estimate.

1.4. PAYMENT FOR COSTS

- A. Costs caused by ill-timed or defective work, or work not conforming to contract documents, including costs for additional services of Architect: Party responsible for ill-timed, rejected, or non-conforming work.
- B. Work done on request of Architect, in addition to the contract requirements, other than defective or non-conforming work: Owner.
- C. Cutting and patching of all major holes in existing materials in remodeling work for the penetration of any contractor's work shall be installed by the Contractor. Cost of cutting and patching of these holes, as well as costs for lintels, sleeves, or other associated construction, shall be borne by the Contractor.
- D. Cost of cutting of minor holes in existing materials in remodeling work, and cost of cutting of new materials installed in remodeling work shall be the responsibility of the trade requiring the cutting. Patching shall be done by the trade normally involved with that type of work at the cost of the trade requiring the cutting.



- E. Major holes shall be defined as any opening 8" x 8" or 8" in diameter, or larger, in surface area by depth as required. Minor holes shall be defined as any opening smaller than a major hole.

## 2. PRODUCTS

### 2.1. MATERIALS

- A. Primary Products: Those required for original installation.

## 3. EXECUTION

### 3.1. EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

### 3.2. PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

### 3.3. CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching to complete work.
- B. Fit products together, to integrate with other work.
- C. Remove and replace defective or non-conforming work.

### 3.4. PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ original installer to perform cutting and patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior acceptance.
- D. Restore work with new products in accordance with requirements of Contract Documents.
- E. Fit work air tight to pipes, sleeves, conduit, and other penetrations through surfaces.
- F. At penetrations of fire-rated walls, completely seal voids with fire-rated, fire resistant material to full thickness of the penetrated element.
- G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END 01 7329

1. GENERAL
- 1.1. WORK INCLUDES
  - A. Closeout procedures.
  - B. Final cleaning.
  - C. Adjusting.
  - D. Project record documents.
  - E. Operation and maintenance data.
  - F. Warranties
- 1.2. RELATED WORK
  - A. Specified Elsewhere:
    1. Section 01 5000 - Temporary Facilities and Controls: Progress Cleaning.
- 1.3. CLOSEOUT PROCEDURES
  - A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
  - B. Provide submittals to Architect that are required by governing or other authorities.
  - C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- 1.4. FINAL CLEANING
  - A. Execute final cleaning prior to final observation.
  - B. Clean equipment and fixtures to a sanitary condition.
  - C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- 1.5. ADJUSTING
  - A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- 1.6. PROJECT RECORD DOCUMENTS
  - A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
    1. Contract Drawings.
    2. Specifications.
    3. Addenda.

- 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
  - C. Record information concurrent with construction progress.
  - D. Submit documents to Architect with final Application for Payment.
  - E. Mark drawings with red pencil or mark work of separate subcontracts with different colors of pencils.
- 1.7. OPERATION AND MAINTENANCE DATA
- A. Submit an electronic PDF and two sets prior to final acceptance, bound in 8-1/2" x 11" text pages, three D side ring binders with durable plastic covers.
  - B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
- 1.8. WARRANTIES
- A. Provide duplicate notarized copies.
  - B. Submit prior to final Application for Payment.
  - C. Warranties begin at the date of Substantial Completion, including items that were used during construction.
- 1.9. SPARE PARTS, KEYS, AND MAINTENANCE MATERIALS
- A. Provide products, spare parts, keys, maintenance and operating tools, and extra materials in quantities specified.
  - B. Deliver to project site and place in location as directed; obtain receipt prior to final payment.
- 1.10. OTHER PROJECT CLOSEOUT REQUIREMENTS
- A. See 01 7700 - Appendix A (attached) for additional project closeout requirements.
2.     PRODUCTS  
Not used.
3.     EXECUTION  
Not used.

## PROJECT CLOSEOUT CHECKLIST - APPENDIX A

- I. ARCHITECT PREPARE FOR EXECUTION:
  - A. Final Punch List
  - B. Certificate of Substantial Completion
  - C. List of all Warranties greater than 1 year duration.
  
- II. CONTRACTOR PREPARE FOR EXECUTION AND SUBMITTAL:
  - A. Final Application for Payment
  - B. Contractor's Affidavit of Payment of Debts and Claims
  - C. Contractor's Affidavit of Release of Liens
    1. Final Waivers of Lien from:
      - a. Subcontractors
      - b. Suppliers
    2. Contractor's Final Waiver of Lien in the full amount of the contract.
  - D. Contractor's Certification of Completion in compliance with the Contract Documents (including all Punch List items).
  
- III. CONTRACTOR PREPARE AND SUBMIT:
  - A. Written guarantees as required by the Contract Documents
  - B. Project Record Documents
  - C. Operating and Maintenance Manuals
  
- IV. CONTRACTOR OBTAIN FROM OTHERS AND SUBMIT:
  - A. Certificate of Occupancy
  - B. Consent of Surety to Final Payment
  
- V. CONTRACTOR VERIFY THAT OWNER HAS RECEIVED (provide Architect with letters of transmittal signed by Owner's project representative):
  - A. Equipment Operating Tools and Keys as required by the Contract Documents

END 01 7700