

SECTION 01 45 00

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 1. Requirements of this Section apply to mechanical and electrical installations.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - a. Foundation construction.
 - b. Bearing and retaining walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Lintels.
 - f. Timber and primary wood framing.
 - g. Structural decking.
 - h. Stair systems.
 - i. Miscellaneous structural metals.
 - j. Exterior curtain wall construction.
 - k. Equipment supports.
 - l. Piping, ductwork, vessels, and equipment.

- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - a. Shoring, bracing, and sheeting.
 - b. Primary operational systems and equipment.
 - c. Air or smoke barriers.
 - d. Water, moisture, or vapor barriers.
 - e. Membranes and flashings.
 - f. Fire protection systems.
 - g. Noise and vibration control elements and systems. Control systems.
 - h. Communication systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Engineer's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
1. If possible, retain the original installer or fabricator to cut and patch the following categories of exposed Work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm:
 - a. Processed concrete finishes.
 - b. Stonework and stone masonry.
 - c. Ornamental metal.
 - d. Matched-veneer woodwork.
 - e. Preformed metal panels.
 - f. Window wall system.
 - g. Acoustical ceilings.
 - h. Terrazzo.
 - i. Carpeting.
 - j. Wall covering.
 - k. HVAC enclosures, cabinets or covers.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting, and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
 - 1. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
 - 1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - 2. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay. Cut existing construction to provide for installation of other components or

performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering, and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
 4. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated, or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken containing the patch, after the patched area has received primer and second coat.
 4. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.
 5. Plaster Installation: Comply with manufacturer's instructions and install thickness and coats as indicated.
 - a. Unless otherwise indicated provide 3-coat Work.
 - b. Finish gypsum plaster with smooth-troweled finish. Sand lightly to remove trowel marks and arises.
 - c. Cut, patch, point-up and repair plaster to accommodate other

construction and to restore cracks, dents, and imperfections.

3.3 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01 45 00

SECTION 01 55 00

PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Progress Meetings.
- B. Construction schedules are specified in another Division-1 Section.

1.3 COORDINATION MEETINGS

- A. Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
 - 1. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
 - 2. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at regularly scheduled intervals. Notify the Owner and Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Engineer, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at

these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.

- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be collected within the Contract Time.
 2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Deliveries.
 - e. Off-site fabrication problems.
 - f. Access.
 - g. Site utilization.
 - h. Hours of Work.
 - i. Hazards and risks.
 - j. Housekeeping.
 - k. Quality and Work standards.
 - l. Change Orders.
 - m. Documentation of information for payment requests.
- D. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.
 - 1. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section "Product Substitutions."

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
 - 2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a

part of the Work.

3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.4 SUBMITTALS

- A. Product List Schedule: A list of products required is included at the end of this Section. Prepare a schedule in tabular form showing each product listed. Include the manufacturer's name and proprietary product names for each item listed.
- B. Completed Schedule: Within 60 days after date of commencement of the Work, submit 3 copies of the completed product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
- C. Engineer's Action: The Engineer will respond in writing to the Contractor within 3 weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Engineer's response will include the following:
 1. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
 1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner consult with the Engineer for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.
- B. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and method that will prevent damage, deterioration, and loss, including theft.
 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces. Contractor shall be responsible for furnishing his own storage on site. Owner does not have space available within school for storage of any equipment.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
 7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
1. Semi-proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
 - a. Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 2. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 3. Compliance with Standards, Codes and Regulations: Where the specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
 4. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within, the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another

product category, or for noncompliance with specified requirements.

5. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS:

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01 60 00

SECTION 01 77 00

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

- 1. Contractor's construction schedule.
- 2. Submittal schedule.
- 3. Shop Drawings.
- 4. Product Data.
- 5. Samples.

- B. Administrative Submittals: Refer to other Division-I Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- 1. Permits.
- 2. Applications for payment.
- 3. Performance and payment bonds.
- 4. Insurance certificates.
- 5. List of Subcontractors.

- C. The Schedule of Values submittal is included in Section, "Applications for Payment."

1.03 SUBMITTAL PROCEDURES

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

- 1. Coordinate each submittal with fabrication, purchasing, testing, delivery,

- other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
1. Allow three weeks for initial review. Allow additional time if processing must be delayed permitting coordination with subsequent submittals. The Designer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 3. Allow three weeks for reprocessing each submittal.
 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Designer sufficiently in advance of the Work to permit processing.
- C. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Designer.
 - d. Name and address of Contractor.

- e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Designer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
- 1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
- E. Transmittal Form: Use AIA Document G 810.

1.04 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
- 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 - 2. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Submittal category.
 - d. Name of subcontractor.
 - e. Description of the part of the Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date the Designer's final release or approval.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
 - C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.
- 1.05 SHOP DRAWINGS
- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
 - B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 - C. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
 - D. Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Designer's review; the reproducible print will be returned.
 - E. Final Submittal: Submit 3 blue- or black-line prints; submit 5 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
 - F. Final Submittal: Submit 3 blue- or black-line prints and 2 additional prints where required for maintenance manuals, plus the number of prints needed by the Designer for distribution. 2 prints will be retained; the remainder returned.

1. One of the prints returned shall be marked-up and maintained as a "Record Document".
2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.06 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- C. Submittals: Submit 5 copies of each required submittal; submit 7 copies where required for maintenance manuals. The Designer will retain one and will return the other marked with action taken and corrections or modifications required.
 1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- D. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

1. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.07 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Designer's Sample. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
- B. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 1. Where variation in color, pattern, texture, or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 2. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 3. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
- C. Preliminary submittals: Where Samples are for selection of color, pattern, texture,

or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

1. Preliminary submittals will be reviewed and returned with the Designer's mark indicating selection and other action.
- D. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
1. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- E. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.08 DESIGNER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Designer will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Designer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "Approved," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "Approved as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and

requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Resubmittal: When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

- a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

- C. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01 77 00

SECTION 01 78 36

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents including manufacturers standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General closeout requirements are included in Section "Project Closeout."
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -26.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. **Related Damages and Losses:** When correcting warranted Work that has failed, remove, and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. **Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace, or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. **Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTALS

- A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.
 - 1. When a designated portion of the Work is completed and occupied or used

by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within fifteen days of completion of that designated portion of the Work.

- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Engineer for approval prior to final execution.
 - 1. Refer to individual Sections of Divisions-2 through 26 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

PART 2 - PRODUCTS (not applicable).

PART 3 - EXECUTION (not applicable).

END OF SECTION 01 78 36