

PROJECT MANUAL  
FOR  
**CITY OF OTTUMWA, IOWA**  
**OTTUMWA CEMETERY OFFICE & MAINTENANCE BUILDING**

**SITE LOCATION:**

1302 N. Court St, Ottumwa, Iowa 52501

**OWNER:** **CITY OF OTTUMWA**  
105 3<sup>RD</sup> STREET EAST  
OTTUMWA, IOWA 52501

**ARCHITECT:** **WILLETT HOFMANN & ASSOCIATES**  
625 32<sup>ND</sup> AVENUE SW  
CEDAR RAPIDS, IOWA 52404

**ENGINEER:** **WEST PLAINS ENGINEERING**  
215 2<sup>ND</sup> AVENUE SE #200  
CEDAR RAPIDS, IOWA 52401

**PREBID MEETING:** **NOVEMBER 19, 2024; 1:30 P.M.**  
TEMPORARY CITY HALL LOCATION  
210 W MAIN STREET  
OTTUMWA, IOWA 52501

**BIDS DUE:** **DECEMBER 04, 2024; 2:00 P.M.**  
TEMPORARY CITY HALL LOCATION  
210 W MAIN STREET  
OTTUMWA, IOWA 52501

**ISSUE DATE:** **NOVEMBER 06, 2024**

END OF DOCUMENT 00001

## TABLE OF CONTENTS

**OWNER:** City of Ottumwa Iowa  
105 S 3<sup>rd</sup> St East  
Ottumwa, Iowa 52501

**PROJECT ARCHITECT/  
ENGINEER:** WILLETT, HOFMANN & ASSOCIATES, INC.  
625 32nd Avenue SW  
Cedar Rapids, Iowa 52404  
Phone: (319) 378-1401  
www.WillettHofmann.com


**PROJECT MANUAL FOR:** OTTUMWA CEMETERY OFFICE & MAINTENANCE  
BUILDING

**DATE:** NOVEMBER 06, 2024

<b>Division</b>	<b>Section</b>	<b><u>Title</u></b>
		Table of Contents
0	00001	Project Manual Title Page
	00005	Certifications Page
	00015	List of Drawings
	00030	Notice to Bidders
	00200	Instructions to Bidders
	00210	Supplementary Instructions to Bidders
	00410	Bid Form
	00420	Schedule of Bid Prices
	00430	Bid Bond
	00500	Agreement
	00611	Performance Bond
	00612	Payment Bond
	00700	General Conditions
	00800	Supplementary Conditions
1		<b><u>GENERAL REQUIREMENTS</u></b>
	01100	Summary of Work
	01250	Substitution Procedures
	01310	Project Management and Coordination
	01330	Submittal Procedures
	01400	Quality Requirements
	01520	Construction Facilities
	01600	Product Requirements
	01700	Project Closeout
	01732	Cutting and Patching

END OF TOC

DOCUMENT 00005  
CERTIFICATIONS PAGE

	<p>I hereby certify that the plans, specifications, or report was prepared by me or under my direct supervision and responsible charge. I am a duly Registered Architect under the laws of the State of Iowa.</p> <p>Signature: <u></u></p> <p>Name: <u>Paul E. Newman, NCARB, AIA</u></p> <p>Date: <u>Nov 06, 2024</u> Reg. No. <u>05739</u></p> <p>Registration Renewal Date: <u>June 30, 2026</u></p>
--	--

END OF DOCUMENT 00005

DOCUMENT 00015  
LIST OF DRAWINGS

<u>Sheet</u>	<u>Drawings</u>
	<b><u>GENERAL</u></b>
G1.1	COVER SHEET
G2.1	ADA STANDARDS
G2.2	ADA STANDARDS
G2.3	ADA STANDARDS
G2.4	ADA STANDARDS
G2.5	STANDARDS ABBREVIATIONS AND SYMBOLS
G2.6	CODE PLAN AND REVIEW
	<b><u>CIVIL</u></b>
C.01	BOUNDARY INFORMATION
C.02	EXISTING CONDITIONS & CONTROL INFORMATION
C.03	REMOVALS
C.04	SITE PLAN
C.05	UTILITIES PLAN
C.06	SITE DETAILS
C.07	TYPICAL PAVEMENT SECTIONS
C.08	PAVING AND GRADING PLAN
C.09	JOINTING PLAN
C.10	EROSION CONTROL PLAN
	<b><u>STRUCTURAL</u></b>
S1.1	FOUNDATION & FRAMING PLAN
S1.2	FOUNDATION DETAILS
	<b><u>ARCHITECTURAL</u></b>
A1.1	FLOOR PLANS
A2.1	REFLECTED CEILING PLANS
A3.1	ROOF PLAN
A4.1	EXTERIOR ELEVATIONS
A4.2	INTERIOR ELEVATIONS
A5.1	BUILDING SECTIONS
A5.2	WALL SECTIONS
A5.3	STAIR SECTIONS
A5.4	DETAILS
A5.5	DETAILS
A5.6	SCHEDULES
A5.7	SPECIFICATIONS
A5.8	SPECIFICATIONS
	<b><u>MECHANICAL</u></b>
M1	MAIN FLOOR HVAC DUCTWORK PLAN
M2	MEZZANINE FLOOR HVAC DUCTWORK PLAN
M3	MECHANICAL DETAILS & SCHEDULES
M4	MECHANICAL DETAILS & SCHEDULES
M5	MECHANICAL SPECIFICATIONS
P1	MAIN FLOOR WASTE & VENT PLAN
P2	MAIN FLOOR WATER PLAN

**ELECTRICAL**

E1	MAIN FLOOR LIGHTING PLAN
E2	MEZZANINE FLOOR LIGHTING PLAN
E3	MAIN FLOOR POWER PLAN
E4	MEZZANINE FLOOR POWER PLAN
E5	ELECTRICAL SYMBOLS AND ABBREVIATIONS
E6	ELECTRICAL SCHEDULES AND SPECS

END OF DOCUMENT 00015

SECTION 00030  
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: **That sealed bids will be received by The City of Ottumwa, in the City Clerk's Office, City of Ottumwa, until 2:00 p.m. on the 4th day of December 2024.** The bids will be opened shortly thereafter in the Conference Room located at the temporary City Hall location located at 210 W. Main St and publicly read by the Owner. The project consists of the following:

NEW OFFICE AND MAINTENANCE BUILDING FOR THE OTTUMWA CEMETERY

WILLETT HOFMANN & ASSOCIATES PROJECT NO. 1520C22

The bids are for a single Prime Contract (general, mechanical, and electrical combined) for the Ottumwa Office and Maintenance building project. Bids shall be on a lump sum basis; segregated sub-bids will not be accepted.

Work is anticipated to commence upon award of contract.

Work is required to be complete by March 31, 2026, or before.

A pre-bid conference is scheduled for November 19, 2024, at 1:30 PM at the temporary City Hall, 210 W. Main Street, Ottumwa, Iowa 52501.

A public hearing will be conducted at the City on November 05, 2025, at 5:30 pm, at which time and place any person may appear and file objections to the proposed plans, specifications, form of contract and the estimated cost of said project.

Plans and specifications governing the construction of the proposed Work have been prepared by Willett Hofmann & Associates of Cedar Rapids, Iowa.

Bid and Contract Documents may be obtained after November 05, 2024.

1. Copies of the Bidding Documents may be obtained electronically in PDF format from the Willett, Hofmann & Associates, Inc. website at [www.WillettHofmann.com](http://www.WillettHofmann.com). Bidders shall click on "Bid Login" on the homepage of the website and follow instructions. The eBidDoc# (project number) is #9387636 for this project. Contract Documents can be downloaded in PDF format from the website by depositing Twenty Two Dollars (\$22.00) by credit card. All said deposits are non-refundable.
2. Copies of the Bidding Documents may also be obtained from the MBI electronic plan room by going to the following website - [mbiplanroom-dsm@mbionline.com](mailto:mbiplanroom-dsm@mbionline.com)

Bid security in the amount of 10% of the total bid in the form of certified check, credit union share draft, or surety bond written on an original AIA Document A310, Bid Bond is required for this project. The successful bidder will be required to provide surety Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the Contract Sum.

The award of the contract may be made by the City of Ottumwa to any responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of materials or service in the best interest of the Owner. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interest of the Owner.

By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of Iowa.

By order of the City of Ottumwa

SECTION 00030  
NOTICE TO BIDDERS

END OF SECTION

DOCUMENT 00200  
INSTRUCTIONS TO BIDDERS  
AIA, A701-2018

I. INSTRUCTIONS TO BIDDERS

- A. AIA Document A701 Instructions to Bidders (2018 Edition), is the Instructions to Bidders and is hereby made a part of these Documents to the same extent as if bound herein. This form can be purchased from the American Institute of Architects State Office.

11. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- A. Refer to Document 00210 for additions and amendments to these Instructions to Bidders.

END OF DOCUMENT 00200



DOCUMENT 00210  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
AIA A701-1997

The following supplements modify, change, delete from or add to the "Instructions to Bidders." AIA Document A701, 1997 Edition. Where any Article, Paragraph, Subparagraph or Clause or portion thereof is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

SIB-1 Delete Subparagraph 3.1.1 from ARTICLE 3, BIDDING DOCUMENTS and substitute the following:

- 3.1.1 Bid and Contract Documents may be obtained on or after November 06, 2024.
1. Copies of the Bidding Documents may be obtained electronically in PDF format from the Willett, Hofmann & Associates, Inc. website at [www.WillettHofmann.com](http://www.WillettHofmann.com). Bidders shall click on "Bid Login" on the homepage of the website and follow instructions. The eBidDoc# (project number) is #9387636 for this project. Contract Documents can be downloaded in PDF format from the website by depositing Twenty Two Dollars (\$22.00) by credit card. All said deposits are non-refundable.
  2. Copies of the Bidding Documents may also be obtained from the MBI electronic plan room by going to the following website – [www.mbiplanroom-dsm@mbionline.com](http://www.mbiplanroom-dsm@mbionline.com).

SIB-2 Add Subparagraph 4.1.8 to ARTICLE 4, BIDDING PROCEDURES:

SIB-3 Delete Subparagraph 4.2.1 from ARTICLE 4, BIDDING PROCEDURES and substitute the following:

4.2.1 Each Bidder shall accompany the bid with a bid security, in a separate envelope, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract. The Bidder's security shall be ten percent (10%) of the bid amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States or a bid bond with corporate surety satisfactory to the Owner. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the Bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.

SIB-4 Delete Subparagraph 4.3.1 from ARTICLE 4, BIDDING PROCEDURES and substitute the following:

4.1.8 Pursuant to Iowa Code Sections: 422.42 (16) & (17), and 422.47 (5), the contractor is authorized to purchase construction materials tax free for this contract. Complete information on qualifying materials can be found at [www.state.ia.us/tax](http://www.state.ia.us/tax), the Department of Revenue (IDR) website. It is the contractor's responsibility to have records identifying the materials purchased and verifying they were used on this contract. Any materials purchased and not used in the contract are subject sales and applicable local option taxes.

DOCUMENT 00210  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
AIA A701-1997

Iowa Construction Sales Tax Exemption Certificates for this project can be obtained through the City of Ottumwa, 641-683-0600. The General Contractor will need to provide company name, address, phone number, and type of contractor (electrical, mechanical, etc.) for the general contractor and all sub-contractors.

- 4.3.1 All copies of the Bid and other documents, not including the bid security, required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The bid security shall be submitted in a separate sealed opaque envelope. Each envelope shall bear the return address of the Bidder and shall be addressed as follows:

“TO:                               The City of Ottumwa  
  210 W. Main Street  
  Ottumwa, Iowa 52501”

“BID FOR: “OTTUMWA OFFICE AND MAINTENANCE BUILDING”

-or-

“BID SECURITY FOR: “OTTUMWA OFFICE AND MAINTENANCE BUILDING”

If the Bid, the bid security, and other documents required to be submitted with the Bid is sent by mail, the sealed envelopes shall be enclosed in a separate mail envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

- SIB-5 Add Subparagraph 6.1.2 to ARTICLE 6, POST-BID INFORMATION as follows:

6.1.2 Out-of-state Bidders shall furnish documentation prior to execution of the Agreement that confirms the Bidder is in compliance with applicable State of Iowa laws governing Construction Contractors and their licensing.

END OF DOCUMENT 00210

DOCUMENT 00410  
BID FORM

PROJECT: **City of Ottumwa, Iowa – Ottumwa Cemetery Office and Maintenance Building**  
1302 N. Court Street, Ottumwa, Iowa 52501

BID TO: City of Ottumwa  
210 W. Main Street,  
Ottumwa, Iowa 52501

BID FROM: \_\_\_\_\_

NOTE: Submit the following

1. Two copies of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted.
2. Submit Bid Security, if required, in separate envelope.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Notice and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30 days** after the day of Bid opening.
2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Notice and Instruction to Bidders.
3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
5. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
6. BIDDER will complete the Work in accordance with the Contract Documents for the prices indicated on the Document 00420, Schedule of Bid Prices.
7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on the Schedule of Bid Prices, unit price shall govern.
8. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Notice and Instruction to Bidders.
9. BIDDER certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization, or corporation bidding on the work.
10. Provide the Bid Security in a separate sealed envelope and made a condition of this bid.

DOCUMENT 00410  
BID FORM

11. This Bid is submitted on \_\_\_\_\_, 2024.
12. State Contractors License No. \_\_\_\_\_
13. Complete the applicable item(s) listed below. If an "agent" of BIDDER submits this bid, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By \_\_\_\_\_  
(signature of individual) (type or print name)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Partnership

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

\_\_\_\_\_  
(Signature of general partner) (type or print name)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Corporation

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

State of Incorporation: \_\_\_\_\_

\_\_\_\_\_  
(Signature of person authorized to sign) (type or print name)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

END OF DOCUMENT 00410

DOCUMENT 00420  
SCHEDULE OF BID PRICES

PROJECT: **CITY OF OTTUMWA, IOWA – OTTUMWA CEMETERY OFFICE AND  
MAINTENANCE BUILDING**

BIDDER: \_\_\_\_\_

The bid prices on this form must be stated in words and numerals. In case of discrepancy, words will take precedence. Submit prices for all items below:

**BASE BID**

Furnish and install all necessary construction work in accordance with the contract documents required for **the construction of the new Office and Maintenance Building located in the Ottumwa Cemetery 1302 N. Court St.** The work will be performed for the lump sum of:

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

DOCUMENT 00430  
BID BOND

1. BID BOND

- A. Where it is provided in the Instructions to Bidders that the Bidder may submit a bid bond as the bid security, the Bidder may use AIA Document A310 "Bid Bond." AIA Document A310 is hereby made a part of these Documents to the same extent as if bound herein. This form can be purchased from the American Institute of Architects state office or from the Architect/Engineer at cost.

END OF DOCUMENT 00430

DOCUMENT 00500  
AGREEMENT

1. AGREEMENT

- A. AIA Document A101 "Standard Form of Agreement between Owner and Contractor" where the basis of payment is a stipulated Sum (2017 Edition) forms the basis of the contract between the Owner and Contractor and is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full force and effect.

END OF DOCUMENT 00500

DOCUMENT 00611  
PERFORMANCE BOND

1. PERFORMANCE BOND

- A. AIA Document A312 "Performance Bond" is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full force and effect.

END OF DOCUMENT 00611



DOCUMENT 00612  
PAYMENTBOND

1. PAYMENT BOND

- A. AIA Document A312 "Payment Bond" is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full and extent.

END OF DOCUMENT 00612

DOCUMENT 00700  
GENERAL CONDITIONS

I. GENERAL CONDITIONS

- A. AIA Document A201 "General Conditions of the Contract for Construction" (2007 Edition), is the General Conditions between the Owner and Contractor and is hereby made a part of these Documents to the same extent as if bound herein. The document can be purchased from the American Institute of Architects state office or obtained from the Architect/Engineer.

II. SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00800, Supplementary Conditions, for amendments to these General Conditions.

END OF DOCUMENT 00700

DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

The following supplements modify, "General Conditions of the Contract-for Construction", AIA Document A201 (2007 edition). 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 supplements.

ARTICLE 2; OWNER

2. General

Add the following clause 2.1.1.1 to 2.1.1:

2.1.1.1 The Owner is: City of Ottumwa  
210 W. Main Street  
Ottumwa, Iowa 52501

2.2 Information and Services Required of the Owner

Delete Subparagraph 2.2.3 and substitute the following:

2.2.3 The Owner may furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the project, and a legal description of the site. The furnishing of this information does not make the Owner responsible for the accuracy of the information and it shall be the responsibility of the Contractor to satisfy himself relative to the accuracy and completeness of such information.

ARTICLE 3; CONTRACTOR

No supplements.

ARTICLE 4; ADMINISTRATION OF THE CONTRACT

4.1 Architect/Engineer

Delete Subparagraph 4.1.1 and substitute the following:

4.1.1 The "Architect" is to be defined for this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer", "Architect/Engineer", "Engineer/Architect" or "Authorized Representative" shall mean, "Architect" as defined above.

Add the following clause 4.1.1.1 to 4.1.1:

4.1.1.1 The Architect/Engineer is:

WILLETT HOFMANN & ASSOCIATES

DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

625 32<sup>nd</sup> Avenue SW  
Cedar Rapids, Iowa 52404

ARTICLE 5; SUBCONTRACTORS

No supplements.

ARTICLE 6; CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplements.

ARTICLE 7; CHANGES IN THE WORK

7.2 Changes

Add the following Subparagraph 7.2.3 to Paragraph 7-2:

- 7.2.3 Forms used to process a change order will include AIA Document G701, Change Order.

ARTICLE 8; TIME

No supplements.

ARTICLE 9; PAYMENTS AND COMPLETION

9.3 Application for Payment

- 9.3.1 Add the following sentence to Subparagraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Add the following Clause 9.3.1.3 to 9.3.1:

- 9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

9.10 Final Completion and Final Payment

Add the following Subparagraph 9.10.6 to Paragraph 9.10:

Final payment will be made not less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Subparagraphs 9.10.1 through 9.10.5.

Add the following paragraph 9.11 to Article 9:

9.11 Liquidated Damages

- 9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner for any extra cost for engineering or architectural services and construction services and related expenses necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial Completion as required by the Agreement. Such costs are in no way a penalty

DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

but represent additional expenses to the Owner caused by the Contractor's delay.

- 9.11.2 For purposes of this project liquidated damages shall be assumed to be \$100/working day following the intended completion date designated in the contract.

ARTICLE 10; PROTECTION OF PERSONS AND PROPERTY

10.3 Hazardous Materials

Add the following Subparagraphs 10.3.4 to Paragraph 10.3.

- 10.3.4 No product containing asbestos, or PCB shall be incorporated into the Work.

ARTICLE 11; INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

- 11.1.3 Add the following sentence to Subparagraph 11.1.3:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be ACORD Certificate of Insurance 25-S (7/90) with AIA Document G715 Supplemental Attachment for ACORD Certificate of Insurance 25-S (7/90).

Add the following Subparagraph to Paragraph 11.1.

- 11.1.4 The limits of liability and additional insured shall be as follows.

Workers' compensation shall be carried by the contractor in Accordance with the State workers' compensation statutes.

- 11.1.4.2 Commercial General Liability:  
\$1,000,000 general aggregate limit;  
\$1,000,000 products-completed operations aggregate limit;  
\$1,000,000 personal and advertising injury;  
\$1,000,000 each occurrence limit.

Commercial general liability shall be written on an "occurrence" form of coverage.

Commercial general liability insurance shall include coverage for the hazards of underground, explosion, and collapse.

- 11.1.4.5 Commercial general liability shall be written with an endorsement stating that the aggregate limits of insurance are on a "per project" basis.

- 11.1.4.6 Business automobile liability - including hired and non-owned automobile liability with \$1,000,000 per accident for bodily injury and property damage.

- 11-1.4.7 Excess/umbrella liability coverage shall be provided with limits of  
\$1,000,000 each occurrence,  
\$1,000,000 products/completed operations aggregate,

DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

\$1,000,000      general aggregate.

Contractor shall name the Owner and the Architect/Engineer as additional insured on the commercial general liability and excess/umbrella liability policies for the contract involved. A policy, if requested, shall be filed with the Owner evidencing this coverage.

ARTICLE 12; UNCOVERING AND CORRECTION OF WORK

No supplements.

ARTICLE 13; MISCELLANEOUS PROVISIONS

Add the following paragraph.

13.8    Equal Opportunity

The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act and applicable similar State statutes. The Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

- 13.8.1.1      Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 13.8.1.2      Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;
- 13.8.1.3      Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;
- 13.8.1.4      Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by applicable statutes. A copy of the policies shall be provided to the Department upon request.
- 13.8.1.5      Require similar clauses in all of its subcontracts for service or materials.

END OF DOCUMENT 00800

SECTION 01100  
SUMMARY OF WORK

PART 1        GENERAL

1.01    SECTION INCLUDES

A.        Project Description:

This Project involves the construction of a new Office and Maintenance Building located at the Ottumwa Cemetery for the City of Ottumwa, Ottumwa, Iowa. The work includes the construction of a 6,631 SF pre-engineered factory and field fabricated timber column structure and mezzanine. Amenities include an Office area, Meeting room, Storage, Maintenance Garage, Wash Bay, Chemical Storage and 1,651 SF Storage Mezzanine.

1.02    WORK BY OWNER

- A.        The Owner may award contracts or undertake the supply and installation of materials and equipment that may be done concurrent with this construction.
- B.        Items also noted NIC (Not-In-Contract), will be supplied and installed by Owner.
- C.        The Owner may provide the miscellaneous equipment for installation in this project immediately upon occupancy. Coordinate with the Owner for these items.

1.03    OWNER SUPPLIED PRODUCTS

A.        Owner's Responsibilities:

- 1.        Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples, to Contractor.
- 2.        Arrange and pay for Product delivery to site.
- 3.        On delivery, inspect Products jointly with Contractor.
- 4.        Submit claims for transportation damage and replace damaged, defective, or deficient items.
- 5.        Arrange for manufacturers' warranties, inspections, and service.

B.        Contractor's Responsibilities:

- 1.        Review Owner reviewed Shop Drawings, Product Data, and Samples.
- 2.        Receive and unload Products at site; inspect for completeness or damage, jointly with Owner.
- 3.        Handle, store, install and finish Products.
- 4.        Repair or replace items damaged after receipt.

C.        The following abbreviations are utilized in the Contract Documents:

- 1.        OFOI - Owner Furnished Owner Installed.
- 2.        OFCI - Owner Furnished Contractor Installed.

1.04    CONTRACTOR USE OF SITE AND PREMISES

- A.        Access to Site: Contractor's access to the site can start immediately.
- B.        Site and Facility Egress must be kept open for the Owner during construction.
- C.        Construction Operations: Limited to areas noted on Drawings.

SECTION 01100  
SUMMARY OF WORK

- D. Utility Outages and Shutdown: It is absolutely required that these be coordinated with Owner prior to implementation.

1.05 WORK SEQUENCE

- A. Construct Work in a manner that does not interrupt normal operations at the Ottumwa Cemetery during the construction period, coordinate construction schedule and operations with both the Owner and Architect/Engineer.

1.06 OWNER OCCUPANCY

- A. The Owner will continue to perform normal operations with-in the Ottumwa Cemetery during the period of construction.
- B. Schedule the Work to accommodate this requirement.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01100



SECTION 01250  
SUBSTITUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Architect/Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
  - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
  - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
  - 3. Reference to Article and Paragraph numbers in Specification Section.
  - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
  - 5. Changes required in other Work.

SECTION 01 25 00  
SUBSTITUTION REQUIREMENTS

6. Availability of maintenance service and source of replacement parts as applicable.
7. Certified test data to show compliance with performance characteristics specified.
8. Samples when applicable or requested.
9. Other information as necessary to assist Architect/Engineer's evaluation.

D. A request constitutes a representation that Bidder or Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner and Architect/Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

1. Submit requests for substitutions on form attached to end of this Section.
2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
4. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

## 1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Architect/Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Document each request with:

1. Installer's qualifications.
2. Installer's experience in work similar to that specified.
3. Other information as necessary to assist Architect/Engineer's evaluation.

C. Substitution Submittal Procedure:

1. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
2. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

SECTION 01 25 00  
SUBSTITUTION REQUIREMENTS



**SUBSTITUTION  
REQUEST**  
(After the Bidding/Negotiating Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New product  1-4 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

Address: \_\_\_\_\_ Owner: \_\_\_\_\_

\_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_  
\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

SECTION 01 25 00  
SUBSTITUTION REQUIREMENTS

**SUBSTITUTION  
REQUEST**

(After the Bidding/Negotiating Phase — Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments:

---

A/E's REVIEW AND RECOMMENDATION

- Approve Substitution - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Approve Substitution as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

---

OWNER'S REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

---

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     A/E

SECTION 01 25 00  
SUBSTITUTION REQUIREMENTS

PART 3 - EXECUTION - Not Used

END OF SECTION 01 25 00

SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Pre-construction Meeting
- C. Progress Meetings.
- D. Pre-installation Meetings.

1.02 COORDINATION

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

1.03 PRECONSTRUCTION MEETING

- A. Owner and Architect/Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, Contractor, and major subcontractors (mechanical and electrical).
- C. Agenda:
  - 1. Distribution of Contract Documents.

SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

2. Requirements and schedule for Contractor's submission of list of Subcontractors, list of Products, schedule of values, project schedule, bonds and insurance certificates.
3. Designation of responsible personnel representing the Owner, the Contractor, and the Architect/Engineer.
4. Review construction schedule:
  - Official contract start date
  - Substantial completion deadline
  - Final completion deadline
  - Critical dates during Construction
  - Equipment deliveries and priorities
  - Critical Work sequencing
5. Procedures and processing of
  - Field decisions
  - Shop Drawings
  - Product Data
  - Samples
  - Substitutions
  - Applications for payment
  - Change Orders
  - Contract close out
6. Use of premises by Owner and Contractor.
7. Requirements and procedures for testing.
8. Scheduling activities of a Geo-technical Engineer and other testing Personnel.
9. Survey and building layout.
10. Safety.
11. Security.
12. Contractor's field office.
13. Housekeeping.
14. Working hours.
15. Construction facilities and controls provided by Owner.
16. Temporary utilities provided by Owner.
17. Procedures for maintaining record documents.
18. Requirements for start-up of equipment.
19. Review and acceptance of equipment put into service during construction period.
20. Other items of discussion.

1.04      PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work as agreed upon with the Owner and Architect.
- B. Make arrangements for meetings and prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required Job superintendent, major Subcontractors and suppliers, Owner and Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede planned progress.

SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy to each to the Architect/Engineer and Owner and other participants, and those affected by decisions made.

1.05 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a pre-installation meeting at work site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Owner and Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  1. Review conditions of installation, preparation and installation procedures.
  2. Review coordination with related work.
  3. Review existing building conditions on the exterior and interior.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy each to Architect/Engineer, Owner, and other participants, and those affected by decisions made.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01310



SECTION 01330  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Design data.
- K. Test reports.
- L. Certificates.
- M. Manufacturer's instructions.
- N. Manufacturer's field reports.
- O. Erection Drawings.
- P. Construction photographs.
- Q. Contractor review.
- R. Architect/Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements.

### 1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer-accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project and deliver to Architect/Engineer at business address and submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Architect/Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

### 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01 32 16 - Construction Progress Schedule

### 1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

## 1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

## 1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
  - 1. Use of files is solely at receiver's risk. Architect/Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Architect/Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
  - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
  - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
  - 4. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
  - 5. Receiver shall understand that even though Architect/Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
  - 6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

## 1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

## 1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
  - 2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Architect/Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Architect/Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

#### 1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, [startup,] adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report within 5 days days of observation to Architect/Engineer for information.

- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

#### 1.16 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect/Engineer.
- B. Contractor: Responsible for:
  - 1. Determination and verification of materials including manufacturer's catalog numbers.
  - 2. Determination and verification of field measurements and field construction criteria.
  - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
  - 4. Determination of accuracy and completeness of dimensions and quantities.
  - 5. Confirmation and coordination of dimensions and field conditions at Site.
  - 6. Construction means, techniques, sequences, and procedures.
  - 7. Safety precautions.
  - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

#### 1.17 ARCHITECT/ENGINEER REVIEW

- A. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect/Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action, and will not be reviewed or returned with comment.

- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Architect's Supplemental Instruction, Field Order, or Construction Change Directive.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 33 00

SECTION 01400  
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Architect/Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.



#### 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

#### 1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

#### 1.6 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
- B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.
- D. Where mockup has been accepted by Architect/Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Architect/Engineer.

## 1.7 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
  - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time Professional Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Architect/Engineer and authorities having jurisdiction.
  - 1. Laboratory: Authorized to operate at Project location in State of Iowa.
  - 2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Architect/Engineer or Owner.
- D. Reports shall be submitted by independent firm to Architect/Engineer, Contractor, and authorities having jurisdiction, in, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
  - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Architect/Engineer and independent firm 24 hours before expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Architect/Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
  - 1. Test Samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at Site. Cooperate with Architect/Engineer and Contractor in performance of services.
  - 3. Perform indicated sampling and testing of products according to specified standards.

4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
5. Promptly notify Architect/Engineer and Contractor of observed irregularities or nonconformance of Work or products.
6. Perform additional tests required by Architect/Engineer.
7. Attend preconstruction meetings and progress meetings.

I. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Contractor, and authorities having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specification Section.
6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

J. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

## 1.8 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment and commissioning as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer is subject to approval of Architect/Engineer and Owner.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 40 00

014000-5

SECTION 01520  
CONSTRUCTION FACILITIES

PART 1        GENERAL

1.01    SECTION INCLUDES

- A.     Temporary Utilities: Electricity, ventilation, water, and sanitary facilities.
- B.     Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C.     Construction Facilities: Access to site, progress cleaning, and loud construction work.

1.02    TEMPORARY ELECTRICITY

- A.     General Contractor to provide and pay for power service required from utility source as needed for construction operation.

1.03    TEMPORARY VENTILATION

- A.     Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.04    TEMPORARY WATER SERVICE

- A.     Connect to existing water source for construction operations.
- B.     Owner will pay cost of water used. Exercise measures to conserve water.
- C.     Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

1.05    TEMPORARY SANITARY FACILITIES

- A.     General Contractor to provide and maintain required facilities and enclosures. Existing facilities are not available. Provide facilities at time of Project mobilization.

1.06    BARRIERS

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

1.08    PROTECTION OF INSTALLED WORK

- A.     Protect installed Work and provide special protection where specified in individual specification sections.

SECTION 01520  
CONSTRUCTION FACILITIES

- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.09 SECURITY

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

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- C. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

1.12 SITE ACCESS: The contractor shall have continuous access on the site for material and personnel movement to the site. The contractor shall protect all existing facilities elsewhere on the site with blankets, boards, and other methods and as acceptable to the Owner. Remove all protective materials following completion of the project. Coordinate all parking and access routes and protective methods with the Owner prior to starting the work.

1.13 The contractor shall defer loud demolition work to hours either preceding or following normal business hours. Coordinate with the Owner's representative.

SECTION 01520  
CONSTRUCTION FACILITIES

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01520

SECTION 01600  
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.
- E. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- F. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Comply with delivery requirements in Section 01 74 19 - Construction Waste Management and Disposal.
- B. Transport and handle products according to manufacturer's instructions.
- C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.



- D. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

#### 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide bonded off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.

- B. Cord and Plug: Furnish minimum 6-foot (2-m) long cord and plug including grounding connector for connection to electric wiring system. Cord of longer length may be specified in individual Specification Sections.

PART 3 - EXECUTION - Not Used

END OF SECTION 01 60 00

SECTION 01700  
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. Contractor:
1. Submit written certification to Architect that project, or designated portion of project, is substantially complete.
  2. Submit list of major items to be completed or corrected.
- B. Architect will make an observation within seven days after receipt of certification together with Owner's representative.
- C. Should Architect consider that work is substantially complete:
1. Architect shall prepare an amended list of items to be completed or corrected as determined by the inspection.
  2. Architect will prepare and issue a Certificate of Substantial Completion containing:
    - a. Date of substantial completion.
    - b. Amended list of items to be completed or corrected.
    - c. Time schedule to complete or correct work.
    - d. Time and date Owner will assume possession of work or designated portion thereof.
    - e. Signatures of:
      - (1) Architect.
      - (2) Contractor.
      - (3) Owner.
- D. Should Architect consider that work is not substantially complete:
1. Architect shall notify Contractor in writing stating reasons.
  2. Contractor shall complete work and send second written notice to Architect certifying that project, or designated portion of project, is substantially complete.
  3. Architect will re-observe work.

1.02 FINAL INSPECTION

- A. Contractor shall submit written certification that:
1. Contract documents have been reviewed.
  2. Project has been inspected for compliance with contract documents.

SECTION 01700  
PROJECT CLOSEOUT

3. Work has been completed in accordance with contract documents.
  4. Equipment and systems have been tested in the presence of Owner's representative and are operational.
  5. Project is completed and ready for final inspection.
- B. Architect will make final observation within seven days after receipt of certification.
- C. Should Architect consider that work is finally complete in accordance with requirements of contract documents, he shall request Contractor to make project closeout submittals.
- D. Should Architect consider that work is still not finally complete:
1. He shall notify Contractor in writing stating reasons.
  2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Architect certifying that work is complete.
  3. Architect will re-observe work.

1.03 RE-OBSERVATION COSTS

- A. Should Architect be required to perform second observation because of failure of work to comply with original certifications of Contractor, Owner will compensate Architect for additional services and deduct amount paid from final payment to Contractor.

1.04 CLOSEOUT SUBMITTALS

- A. Project record documents: Provide one set of marked-up documents showing any changes from original design done during construction.
- B. Guarantees and Bonds specified in General Conditions.

1.05 INSTRUCTION

- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.

1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Submit the following documents before final payment is made:
1. Contractor's release or waiver of liens.
  2. Separate releases or waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner together with list of those parties.
- B. All submittals shall be duly executed before delivery to Architect.

1.07 FINAL APPLICATION FOR PAYMENT

SECTION 01700  
PROJECT CLOSEOUT

- A. Contractor shall submit final application in accordance with requirements of General and Supplementary Conditions.
- B. Architect will issue final certificate in accordance with provisions of General Conditions.
- C. Should final completion be materially delayed through no fault of Contractor, Architect may issue a Semi-final Certificate of Payment, in accordance with provisions of General Conditions.

1.08 POST-CONSTRUCTION OBSERVATION

- A. Prior to expiration of one year from date of substantial completion, Architect may make visual observation of project in company with Owner and Contractor to determine whether correction of work is required in accordance with provisions of General Conditions.
- B. For guarantees beyond one year, Architect will make observations at request of Owner after notification to Contractor.
- C. Architect will promptly notify Contractor in writing of any observed deficiencies.

END OF SECTION 01700

SECTION 01732  
CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for cutting and patching.

1.02 SUBMITTALS

- A. Submit written request in advance of cutting or altering elements which affect:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance or safety of element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Owner or separate Contractor.

1.03 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.
- 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 results in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect/Engineer's judgment, reduce the building's aesthetic qualities or result in visual evidence of cutting or patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

PART 2 PRODUCTS

2.01 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 be equivalent to or surpass that of existing materials.

PART 3 EXECUTION

3.01 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.

3.02 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.

SECTION 01732  
CUTTING AND PATCHING

- C. Avoid interference with use of adjoining areas of interruption of free passage to adjoining areas.
- D. Take 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.

3.03 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.
- B. Cut existing construction only where required to provide for installation of other components or performance of other construction activities, and perform the subsequent fitting and patching required to restore surfaces to their original condition.
- C. Execute cutting, fitting and patching including excavation and fill to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods which will avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new Products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; seal voids.
- I. Identify any hazardous substance or condition exposed during the Work to the Architect/Engineer for decision or remedy.
- J. 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.
- K. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken portion containing the patch, after the patched area has received primer and second coat.

3.04 CLEANING

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

END OF SECTION 01732