

Specifications and Contract Documents

For

**Butler Tech and Career
Development Schools**

2026 PAVING MAINTENANCE

**FAIRFIELD
PSEC
LESOURDSVILLE
BIOSCIENCE
NATURAL SCIENCE CENTER**

FOR BID

November 24, 2025

MSP Project No. 06398.82

Architect / Engineer
McGill Smith Punshon, Inc
3700 Park 42 Dr., Suite 190B
Cincinnati, OH 45241-2097
Tel: (513) 759-3278
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INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Bidders are cautioned to review carefully the site and all parts of the Contract Documents made available to each bidder, including, but not limited to the Instructions to Bidders, Bid Form, Drawings, and Specifications. The Contract Documents, as defined in the Owner-Contractor Agreement, shall govern the relationship between the successful Bidder and the Owner upon execution of an Owner-Contractor Agreement by the Owner and the successful Bidder.
- B. No allowance will be made subsequently for any omission, error, or negligence of the Bidder.
- C. All Bidders shall be familiar with the existing conditions in the material and labor markets, as well as the conditions related to the Work, and the fact that a bid is submitted will be construed by the Owner as an agreement by the bidder to carry out the improvements in full conformance with the Specifications and other Contract Documents, notwithstanding the existing conditions.
- D. Failure of a Bidder to attend the pre-bid meeting, which failure to attend results in the Bidder not fully being familiar with the existing conditions and Project Requirements, shall not be considered a basis for additional compensation to the successful Bidder for the Work.

2. OWNER and ARCHITECT

- A. The Owner is:

Name:	Butler Tech and Career Development Schools
Address	3605 Hamilton-Middletown Road
	Hamilton, Ohio 45011
Phone Number	513-645-8243
Project Contact:	Mr. David Plotts

- B. The Architect is:

Name:	McGill Smith Punshon
Address	3700 Park 42 Drive, Suite 190B
	Cincinnati, Ohio 45241
Phone	513-759-3278
Project Contact:	Mr. David Clark
	dclark@mspdesign.com

3. PROJECT

The Project is the 2026 Pavement Maintenance Work at all campuses. See bid form and plans.

5. CONTRACT DOCUMENTS

- a. Instruction to Bidders
- b. Bid Form
- c. Bid Guaranty and Contract Bond Form
- d. Project Specifications

e. Project Drawings

Contract Documents may be obtained from the Butler Tech website, starting November 24, 2026 at:

www.butlertech.org/bids

Bidders shall use complete sets of Bid Documents in preparing bids. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

The Owner or the Architect, in making the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

7. PRE-BID MEETING

An optional Pre-Bid meeting will be held on Thursday, December 4, 2025 at 10:0 AM EST, at the Butler Tech ERC Upper Level Board Room 3605 Hamilton-Middletown Road, Hamilton, Ohio 45011.

8. PREPARATION OF BIDS
- A. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
- B. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.
- C. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed.
- D. Each Bidder shall submit two (2) copies of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A bid shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- E. Each bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows: Butler Technology and Career Development Schools: 2023 Pavement Maintenance. **Bids must be received at the main, upper level entry of the ERC Building, 3605 Hamilton-Middletown Road, Hamilton, Ohio 45011 for the bid opening on Wednesday, December 17, 2025, at 1:00 PM, Eastern Standard Time, where bids shall be opened and read by the CFO.**
- F. The completed Bid Form shall be accompanied by the Bid Guaranty (see Section 9 below).
- G. The Bidder shall take the following precautions in preparing its bid:
1. Sign the bid and check to insure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Item F above) have been included in a sealed opaque envelope addressed as described in Item E above.
 2. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction.
 3. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Bid Documents.
 4. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - (a) The Bidder
 - (b) The Surety or Sureties
 5. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Section 9 below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the

total of the base bid and all add alternates included. Failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.

6. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

9. **BONDS AND GUARANTEES**

- A. **Bid Guaranty**: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Bid Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives.
- B. **Contract Bond**: The successful Bidder who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form Contract Bond included in the Bid Documents in an amount equal to 100% of the Contract Sum.
- C. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.
- D. All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.
- E. Bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.
- F. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- G. The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

10. **METHOD OF AWARD**

- A. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period the bids are being held.
- B. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. The Owner will award a single contract for each

of the Bid Packages listed above or one or more combined contracts for combinations of the Bid Packages. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.

- C. Determination of Lowest Responsible Bid. Subject to the right of the Owner to reject any or all bids, the Owner will Award the Contract for the Work to the Bidder submitting the lowest responsible bid, taking into consideration accepted alternates. The Owner, in its sole discretion, will determine whether a bid or bidder is responsible. In evaluating Bids, the Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices, if requested, in the Bid Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed distributors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any Bidder that does not pass any such evaluation to the Owner's satisfaction. The factors to be considered by the Owner in making its determination as to whether a Bidder is a responsible bidder include the following as the Owner, in its discretion, deems appropriate; the Owner may give such weight to each factor as it deems appropriate:

- a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects which are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining responsibility of the Bidder.

The Owner will consider the Bidder's prior experience on other projects of the Owner and Architect, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and its ability to work with the Owner, and Architect.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals on projects on which the Bidder has worked, and authorizes and requests such owners and design professionals to provide the Owner with a candid evaluation of the bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, brings an action against any of such owners or design professionals or the employees of any of them as a result of or related to such candidate evaluation and such action is not successful, the Bidder will reimburse such owners and design professionals, and the employees of each of them, for all legal fees and expenses incurred by them related to such legal action. This obligation is expressly intended for the benefit of such owners and design professionals, and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time, without resort to its Surety.
- c. The Bidder's prior experience with similar work on comparable or more complex projects;
- d. The Bidder's equipment and facilities;
- e. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;

- f. The Bidder's compliance with federal, state, and local laws, and regulations, including but not limited to the Occupational Safety and Health Act; and
 - g. The ability of the Subcontractors the Bidder intends to use on the Project to meet these same criteria.
 - h. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings for recovery as defined in Ohio Revised Code Section 9.24; and/or
 - i. Depending upon the type of the Work, other essential factors, as the Owner may determine.
- D. Within three (3) business days after the Owner's receipt of the bids, the apparent low bidder will complete and submit to the Owner AIA Document A305, Contractor Qualifications Statement, and the information required by the supplement to AIA Document A305 included with the Contract Documents in the Project Manual, and thereafter will provide the Owner with such additional information as the Owner may request regarding the Bidder's responsibility. Additionally, upon request from the Owner, any other Bidder will promptly complete and submit to the Owner AIA Document A305 and the information required by the supplement to AIA Document A305, and thereafter will provide the Owner with such additional information as the Owner may request regarding the Bidder's responsibility. A Bidder will submit any requested information within three (3) business days of the date of the request.
- E. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.
- F. By submitting its bid, the Bidder agrees that the Owner's determination of responsibility shall be final and conclusive, and that if the Bidder or any person challenges such determination in any legal proceeding and such challenge is not successful, the Bidder will reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the cost of collection.
- G. Within three (3) calendar days of the Owner's receipt of the bids or such longer time as may be permitted in writing by the Owner, the apparent low bidder will submit the following:
- a. A list of all proposed Subcontractors, suppliers, and manufacturers; and
 - b. A breakdown of labor and material for the Project, including the sum of each.

After approval by the Owner and Architect of the list of proposed Subcontractors, suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner and Architect.

- H. Affidavit as to Property Taxes. The successful Bidder will be required to submit, prior to the time of the entry into the Contract for the Work, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the form of affidavit is included in the Contract Documents.
- I. No Bidder may withdraw its bid within sixty (60) days after the date the bids are opened.

- J. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the bidder.

11. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

- A. Certain brands of material or equipment are specified in the Contract Documents. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when the bidder or the contractor seeks to have a different brand or material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein. Substitutions, however, shall not be considered in determining the lowest responsible bid.
- B. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
- C. Contractors wishing to obtain approval to bid non-specified products shall submit written requests to the Architect, a minimum of ten (10) working days before the bid date and hour. The Contractor shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the bidder proposing the substitution. The Architect's decision of approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- (1) Requests submitted by subcontractors, material suppliers, and individuals other than Prime Contractors;
 - (2) Requests submitted without adequate documentation;
 - (3) Requests received after the specified cut-off date.
- D. When the Architect approves a product submission before receipt of bids, the approval will be included in an Addendum and bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
 - E. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
 - F. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

12. ALTERNATES

- A. The Owner may request bids on alternates. If the Owner requests bids on alternates, the bidder should include the cost of the alternates requested on its Bid Form.
- B. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A bidder's failure to include in its Bid Form the cost of an alternate selected by the Owner and applicable to the bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
- C. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it the flexibility in building the Project with the funds that are available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the lowest responsible Bidder will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
- D. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the contract, the Owner reserves the right to reinstate the alternate at the price bid by the contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the contractor additional expense.

14. ADDENDA

- A. The Owner reserves the right to issue Addenda changing, altering, or supplementing Contract Documents prior to the time set for receiving bids. The Architect will issue the Addenda to clarify bidders' questions, to change, alter, or supplement the Contract Documents.
- B. Any explanation, interpretation, correction or modification of the Bid Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding. Explanations or interpretations made by any other means shall **NOT** be legally binding. All Addenda shall become a part of the Contract Documents.
- C. Bidders must submit questions to the Architect, in sufficient time in advance of the bid opening to allow the Architect to respond. All Addenda will be issued, except as hereinafter provided, and mailed or otherwise issued to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
- D. Copies of each Addendum will be sent only to the Contractors to whom Contract Documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their

bid. Bidders should contact the Architect prior to the bid opening to verify the number of Addenda issued.

- E. If a Bidder fails to indicate receipt of all Addenda issued by the Architect on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the bid documents clearly indicates that the Bidder submitted a bid on that item; or
 - b. The Addendum involves only a matter of form or is one that has either no effect or merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

15. INTERPRETATION

- A. If a Contractor contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the Specifications or Contract Documents, it may submit a written request for an interpretation thereof to **David Clark, MSP Design** at the numbers listed on the first page of these Instructions to Bidders or at **dclark@mspdesign.com**. Any interpretation of the Contract Documents will be made by Addendum only, duly signed, and a copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
- B. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
- C. Bidders are responsible for notifying the Architect in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Bidder prior to the bid opening.
- D. **The deadline for submitting an RFI shall be no later than 12:00 PM, EST on Wednesday, December 10, 2025.**

16. TAX STATUS

The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed sales tax exemption certificate, executed by the successful Bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

17. DATE FOR COMPLETION

A. Each successful Bidder shall have its work substantially completed by the respective Dates for Substantial Completion set forth in the 00 4100 Bid Form and as stated in the Project Time Schedule finalized by the General Contractor (with the cooperation from the Prime Contractors and input from the Owner and Architect) . The Project Time Schedule will be finalized after award of the contracts for the Work, as described in the Contract Documents, and is subject to review and acceptance by the Owner and Architect. The term Substantial Completion is defined in the Contract Documents. For purposes of the Contract Documents applicable to the Contractor, the term Substantial Completion shall refer to the date of completion for the Contractor's portion of the Work as established in the Project Time Schedule. By submitting a bid for the Work, the Bidder agrees that the periods for performing the Work are reasonable, and that the Bidder's Work can be substantially complete by its applicable date for Substantial Completion.

18. PREVAILING WAGE (**Prevailing Wage Rates Do Not Apply to this Project**)

19. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

- A. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.
- B. By submitting its bid, the Bidder agrees that (i) the Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives the Bidder a competitive advantage will be final and conclusive; and (ii) the Bidder will pay the Owner's attorneys and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the Bidder and/or any of its affiliates, which is unsuccessful.

20. EXECUTION OF THE CONTRACT

Within seven (7) calendar days of the Award of the Contract, or such other time designated by the Owner, the successful Bidder shall execute and deliver to the Owner the required number of the following documents:

- a. Contract Bond, if the Bidder did not submit a Bid Guaranty and Contract Bond with its bid;
- b. Insurance Certificates;
- c. Valid Workers' Compensation Certificate; and
- d. Any other documents identified in the Contract Documents for submission with the signed agreement.

The failure of the successful bidder to execute and deliver the required documents shall constitute a default that entitles the Owner to the Bidder's bid guaranty, as provided in the Ohio Revised Code.

21. **MODIFICATION/WITHDRAWAL OF BIDS**

- A. **Modification.** A Bidder may modify its bid by written communication to the Owner addressed to the Owner, attention of the Treasurer (with a copy to the Business Manager), at the Owner's address at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Treasurer prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
- B. **Withdrawal Prior to Bid Deadline.** A Bidder may withdraw its bid at any time for any reason prior to the bid deadline established in the Notice to Bidders. The request to withdraw shall be made in writing and submitted to the Owner, attention of the Treasurer (with a copy to the Business Manager), at the Owner's address. The request for withdrawal must be received by the Treasurer prior to the time of the bid opening.
- C. **Withdrawal After Bid Deadline.**
- (1) All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may request withdrawal its bid from consideration after the bid deadline when all of the following apply:
 - (a) the price bid was substantially lower than the other bids;
 - (b) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (c) the bid was submitted in good faith;
 - (d) the Bidder provides written notice to the Owner, to the attention of the Treasurer, within two (2) business days after the bid opening for which the right to withdraw is claimed.
 - (2) No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
 - (3) If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest responsible bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- A. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful Bidder(s) shall follow the EEO/nondiscrimination requirements, as applicable to the Project and as required by State and Federal regulations.

END OF SECTION

DOCUMENT 00 4100

BID FORM

DATE _____, 20____

PROJECT **Butler Tech and Career Development Schools 2026 Paving Maintenance Project**

PROPOSAL OF _____

hereinafter called "Bidder", a (corporation) (partnership) (sole proprietorship) (Bidder strike out inapplicable terms)

TO **Butler Tech and Career Development Schools** (hereinafter called "Owner")

The undersigned, in compliance with your Advertisement for Bids, submits the following Bid.

1.1 REPRESENTATIONS

- A. Bidder will accept the provisions of the Bidding Documents.
- B. Bidder will enter into and execute a contract with the Owner within 10 days after notification of the acceptance of this Bid.
- C. Bidder will accomplish the Work in accordance with the Bidding Documents prepared by McGill Smith Punshon, 3700 Park 42 Drive, Suite 190B, Cincinnati, Ohio 45241.

1.2 TIME OF COMPLETION

- A. Bidder will achieve Substantial Completion of the Work on or before **July 31, 2026**

1.3 BID AMOUNTS

A. **LUMP SUM BASE BID BREAK-DOWN**

1. ALL CAMPUSES: Provide asphalt crack seal to a depth of 3 inches, 50,000 total linear feet:

(\$ _____)

2. FAIRFIELD (DRL) – Base Bid Scope Per Plans:

(\$ _____)

3. BIOSCIENCE – Base Bid Scope Per Per Plans:

(\$ _____)

4. NATURAL SCIENCE – Base Bid Scope Per Per Plans:

(\$ _____)

3. PSEC CAMPUS – Base Bid Scope Per Per Plans:

(\$ _____)

4. TOTAL BASE BID: ALL CAMPUSES, ALL WORK

(\$ _____)

B. **ALTERNATE BIDS:** If the Alternates listed below and further described in Section 01 2300 - Alternates are accepted, the Base Bid Amount stated above shall be modified by the following amounts:

1. **Alternate No. 1: Natural Science Center (NSC): Provide new asphalt parking lot expansion per plans.**

ADD / DEDUCT _____

_____ Dollars (_____)

2. **Alternate No. 2: Public Safety Campus (PSEC): Provide new asphalt parking lot expansion per plans.**

ADD / DEDUCT _____

_____ Dollars (_____)

3. **Alternate No. 3: Fairfield Campus (DRL): Provide crack-fil and seal coat for the SWOCA parking lot and drives only.**

ADD / DEDUCT _____

_____ Dollars (_____)

C. **UNIT PRICES:** Unit prices shall be used solely for the purpose of determining the costs of adjustment to the Contract Sum as a result of Owner approved Change Orders.

Unit Price A: Remove and replace existing ODOT Type 6 Curb: \$ _____ / L.F.

Unit Price B: Undercut and export existing stone base: \$ _____ / C.Y.

Unit Price C: Provide and compact new 304 stone base: \$ _____ / TON

Unit Price D: Provide 4” socked underdrain: \$ _____ / L.F.

Unit Price E: Provide Tensar BX1200 Geogrid (Or Equal): \$ _____ / SQ. YD.

Unit Price F: Provide asphalt crack seal to a depth of 3”: \$ _____ / L.F.

Unit Price G: Provide new sealcoat on existing asphalt: \$ _____ / SQ. YD.

1.4 ADDENDA

A. Bidder acknowledges receipt of the following Addenda:

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

Respectfully Submitted,

Firm Name

By

Street Address

Signature

City, State and Zip Code

Title

Telephone

Corporations: Affix Corporate Seal

State in which incorporated

END OF DOCUMENT

BUTLER COUNTY BOARD OF EDUCATION

FORM OF BID GUARANTY AND CONTRACT BOND

(As prescribed by Section 1563.571, ORC)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ As Principal at _____,
(Address) _____

And _____ as Surety, are hereby held and firmly bound
unto the State of Ohio and the Butler County Board of Education as Obligees in the penal sum
of the dollar amount of the bid submitted by the Principal to the Obligee on (date) _____,

_____ to undertake the Project known as: Butler Tech and Career Development Schools, 2026
Pavement Maintenance Project.

The penal sum, referred to herein, shall be the dollar amount of the Principal’s bid to the Obligee,
incorporating any deductive alternate bids made by the Principal on the date referred to above to the
obliges, which are accepted by the Obligees. In no case shall the penal sum exceed the amount of dollars
(\$ _____). (If the above line is left
blank, the penal sum will be the full amount of the Principal’s bid, including alternates. Alternatively, if
completed, the amount stated must not be less than the full amount of the bid, including alternates, in
dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named
Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Obligees accept the bid of the Principal, and the Principal fails to
enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material;
and in the event the Principal pays to the Obligees the difference not to exceed ten percent of the penalty
hereof between the amount specified in the bid and such larger amount for which the Obliees may in good
faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project
for bidding, the Principal will pay the Obligees the difference not to exceed ten percent of the penalty
hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of
printing new contract documents, required advertising and printing and mailing notices to prospective
bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and
effect. If the Obligees accept the bid of the Principal, and the Principal, within ten days after the
awarding of the contact, enters into a proper contract in accordance with the bid, plans, details,
specifications and bills of material, which said contact is made a part of this bond the same as though set
forth herein: and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and shall pay all lawful claims of subcontractors, material suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligees herein; then thus obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations or additions to the terms of the contract or to the work or to the specifications.

Signed this _____ day of _____, _____

PRINCIPLE:

By: _____

Title: _____

SURETY:

Address: _____

Phone: (____) _____

By: _____

Attorney-in-Fact

SURETY AGENT:

Address: _____

Phone: (____) _____

SECTION 01 1100

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project description.
 - 2. Work sequence.
 - 3. Contractor's use of site and premises.

1.2 PROJECT DESCRIPTION

- A. Work of this Project is described as the existing pavement / concrete repairs, maintenance and improvements at the following locations:
 - a. **PSEC Campus: 5140 Princeton-Glendale Road, Liberty Township, Ohio 45011**
 - b. **Lesourdsville Campus: 101 Jerry Couch Blvd., Middletown, Ohio 45044**
 - c. **Fairfield Campus: 3603 Hamilton Middletown Road, Hamilton, Ohio 45011**
 - d. **Bioscience Campus: 8750 Capstone Drive, West Chester, Ohio 45069**
 - e. **Natural Science Campus: 640 Hamilton Lebanon Road, Monroe, Ohio 45050**
- B. The Project will be constructed under a single contract.

1.3 WORK SEQUENCE

- A. **The Owner requires a contractor mobilization date of June 1, 2026.**
- B. **Construct Work as required to meet the Owner's substantial competition date of July 31, 2026.**
- C. Contractor is responsible to prepare the Master Project Schedule and properly coordinate with the Owner for Work across all campuses. The Master Project Schedule will be approved by the Owner.
- D. Schedule the Work to accommodate this requirement.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Contractor shall have complete and exclusive use of site and premises for execution of the Work.
- B. Move any stored products under Contractor's control that interfere with the operations of the Owner or separate contractors.
- C. Coordinate and consult with Owner / Architect regarding any existing students on site during construction.
- D. Assume full responsibility for protection and safekeeping of products under this Contract stored on site.
- E. Do not close or obstruct existing exits.
- F. Do not use or store hazardous or flammable materials on premises without Owner's approval; follow requirements of governing authorities having jurisdiction over the work.
- G. Butler Tech is a weapons and tobacco free campus.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

SECTION 01 23 00
ALTERNATES

PART I GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Documentation of changes to Contract Sum and Contract time.
- B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.
- C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.2 RELATED REQUIREMENTS

- A. Owner/Construction Manager Agreement: Alternates accepted by Owner for incorporation into the work.
- B. Individual Specification sections identified.

1.5 PROCEDURES

- A. Alternates will be exercised at the option of Owner
- B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Construction Manager Agreement.

1.4 DESCRIPTION OF ALTERNATES

NOTE: ALL WORK DEPICTED ON THE PLANS SHALL BE CONSIDERED BASE BID WITH THE EXCEPTION OF THE THREE SCOPE OF WORK ITEMS AS FOLLOWS:

- 1. Alternate No. 1: **NATURAL SCIENCE CENTER (NSC):** Provide new asphalt parking area at location of existing round-a-bout, adjacent to barn.
- 2. Alternate No. 2: **Public Safety Campus (PSEC):** Provide new asphalt parking area off main entry drop-off / round-a-bout.
- 3. Alternate No. 3: **Fairfield Campus (DRL):** All crack fill and seal coat work related to the SWOCA lot and drives.

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Product Substitution Procedures.

1.2 GENERAL

- A. Definition: Proposal by Contractor to use manufacturer, product, material, or system different from one required in Contract Documents.
- B. Do not substitute Products unless a substitution request has been approved by Architect.
- C. Substitutions during Bidding: Refer to Instructions to Bidders.
- D. Architect will consider substitution requests within 30 days after award of Contract. After initial 30 day period, substitutions requests will be considered only due to non-availability of a specified Product through no fault of Contractor.
- E. In case of non-availability of a specified Product notify Architect in writing as soon as non-availability becomes apparent.

1.3 SUBSTITUTION REQUESTS

- A. Submit substitution requests on form provided by Architect.
- B. Document specified product and proposed substitution with complete data, including:
 - 1. Product identification, including name and address of manufacturer.
 - 2. Product description, performance and test data, and reference standards.
 - 3. Sample, if requested.
 - 4. Description of any anticipated effect that acceptance of proposed substitution will have on Progress Schedule, construction methods, or other items of Work.
 - 5. Description of any differences between specified product and proposed substitution.
 - 6. Difference in cost between specified product and proposed substitution.
- C. Burden of proof for substantiating compliance of proposed substitution with Contract Document requirements remains with Contractor.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the substitution as for the 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 reimburse Owner for design services associated with re-approval by authorities or revisions to Contract Documents to accommodate the substitution.
- E. Substitutions will not be considered if:
 - 1. They are indicated or implied on Shop Drawings or other submittals without submittal of a substitution request.

- 2. Approval will require substantial revision of Contract Documents without additional compensation to Architect.
- F. Submit hard copy or electronically in Adobe PDF format to the Architect
- G. Architect will notify Contractor of approval or rejection of each Substitution Request.
- H. Approved Substitutions will be incorporated into Contract by Change Order or Construction Change Directive.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

DOCUMENT 01 25 19
SUBSTITUTION REQUEST FORM

DATE: _____
TO: _____
ATTENTION: _____
PROJECT: _____

We submit for your consideration the following product as a substitution for the specified product:

Section No.	Paragraph	Specified Product
_____	_____	_____

Proposed Substitution: _____

Reason for Substitution: _____

Product Data:

Attach complete technical data for both the specified product and the proposed substitution. Include information on changes to Contract Documents that the proposed substitution will require for its proper installation.

Samples:

Attached Will be furnished upon request

Does the substitution affect dimensions shown on Drawings?

No Yes (explain) _____

Effects of proposed substitution on other Work:

Differences between proposed substitution and specified Product:

Manufacturer's warranties of the proposed substitution are:

Same Different (explain) _____

Maintenance service and spare parts are available for proposed substitution from:

Previous installations where proposed substitution may be seen:

Project: _____	Project: _____
Owner: _____	Owner: _____
Architect: _____	Architect: _____
Date Installed: _____	Date Installed: _____

Cost savings to be realized by Owner, if proposed substitution is approved:

Change to Contract Time, if proposed substitution is approved:

No Change Add _____ days Deduct _____ days

Submittal constitutes a representation that Contractor has read and agrees to the provisions of Section 01 2500.

Submitted by Contractor:

Signature

Firm

For Use by Architect:

Based on the information supplied by the Contractor the Architect has reviewed the proposed substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

Approved Approved as Noted Rejected

Submit Additional Information: _____

By: _____ Date: _____

SECTION 01 26 13

REQUESTS FOR INFORMATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Requests for Information (RFI's).
- B. Related Sections:
 - 1. Section 01 25 00 - Substitution Procedures.
 - 2. Section 01 26 00 - Contract Modification Procedures.
 - 3. Section 01 33 00 - Submittal Procedures.
 - 4. Section 01 77 00 - Closeout Procedures.

1.2 GENERAL

- A. Request for Information (RFI): Request from Contractor seeking interpretation or clarification of Contract Documents not involving Substitutions or changes to Contract Sum or Contract Time.
- B. RFI's constitute a request for information only.
- C. Do not submit RFI's:
 - 1. To request approval of Substitutions; refer to Section 01 25 00.
 - 2. To request changes known to include changes to Contract Sum or Contract Time; refer to Section 01 26 00.
 - 3. To request approval of submittals; refer to Section 01 33 00.
 - 4. To submit Project Record Documents; refer to Section 01 77 00.

1.3 SUBMITTAL

- A. Submit RFI's on standard form provided by Contractor.
- B. Include on each RFI:
 - 1. Name of Contractor.
 - 2. Project name.
 - 3. Date submitted.
 - 4. Sequential RFI number.
 - 5. Applicable Drawing sheet and detail numbers or Specification Section numbers.
 - 6. Date when response information is required to avoid impact on Construction Schedule and Construction Cost.
- C. Review and sign RFI's submitted by Subcontractors, Sub-Subcontractors, or Suppliers prior to submittal to Architect.
- D. Maintain log of RFI's showing RFI number and current status of each RFI.
- E. When RFI's require submittal of drawings, follow submittal procedures specified for Shop Drawings in Section 01 33 00.
- F. Submit electronically in Adobe PDF format.

G. Allow minimum 7 days for Architect's review and response to each RFI.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Schedule of Values.
 - 2. Applications for Payment.
- B. Related Sections:
 - 1. Section 01 77 00 - Closeout Procedures.

1.2 SCHEDULE OF VALUES

- A. General:
 - 1. Submit a Schedule of Values to Architect at least 20 days prior to submitting first Application for Payment.
 - 2. Upon request of Architect, furnish additional data to support values given that will substantiate their correctness.
 - 3. Approved Schedule of Values will be used as basis for reviewing Contractor's Applications for Payment.
- B. Form and Content:
 - 1. Format: AIA Document G703 - Continuation Sheet of Application and Certification for Payment.
 - 2. Use Table of Contents of Project Manual as basis of format for listing costs of Work.
 - 3. List installed value of component parts of Work in sufficient detail to serve as basis for computing values for progress payments.
 - 4. Include separate line items for:
 - a. Site mobilization.
 - b. Bonds and insurance.
 - c. Contractor's overhead and profit.
 - 5. For items on which payment will be requested for stored materials, break down value into:
 - a. Cost of materials, delivered and unloaded, with taxes paid.
 - b. Total installed value.
 - 6. For each line item that has a value of more than \$25,000.00, break down costs to list major products or operations under each item.
 - 7. Total of costs listed in Schedule shall equal Contract Sum.
- C. Submit electronically in Adobe PDF format.
- D. Review and Resubmittal:
 - 1. After initial review by Architect, revise and resubmit if required.
 - 2. Revise and resubmit along with next Application for Payment when a Change Order is issued. List each Change Order as a new line item.

1.3 APPLICATIONS FOR PAYMENT

- A. Preparation:
 - 1. Format: AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 - Continuation Sheet.
 - 2. Prepare required information in typewritten format or on electronic media format.
 - 3. Use data from reviewed Schedule of Values. Provide dollar value in each column for each line item representing portion of work performed.

4. List each authorized Change Order as a separate line item, listing Change Order number and dollar value.
 5. Prepare Application for Final Payment as specified in Section 01 7700.
- B. Waivers of Lien:
1. Along with the each Application for Payment, submit waivers of lien from Contractor and each Subcontractor or Sub-subcontractor included on the current month's Application for Payment.
 2. Submit partial waivers on each item for amount requested, prior to deduction of retainage.
 3. For completed items, submit full or final waiver.
- C. Submittal:
1. Submit one hard copy and one electronic copy in Adobe PDF format of each Application for Payment.
 2. Payment period: Submit by the 25 day of each month.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project coordination.
 - 2. Coordination drawings.
 - 3. Project meetings.
- B. Related Sections:
 - 1. Section 01 77 00 - Contract Closeout.

1.2 PROJECT COORDINATION

- A. Submit required project submittals electronically in Abode PDF format.
- B. Coordinate scheduling, submittals, and work of various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Coordinate completion and clean up of work of separate Sections in preparation for Substantial Completion.
- D. Coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.

1.3 PROJECT MEETINGS

- A. Schedule and administer preconstruction conference, progress meetings and pre-installation conferences.
- B. Make physical arrangements for meetings; notify involved parties at least 5 days in advance.
- C. Record significant proceedings and decisions at each meeting; reproduce and distribute copies to parties in attendance and others affected by proceedings and decisions made.

1.4 PRECONSTRUCTION CONFERENCE

- A. Schedule within 10 days after date of Notice to Proceed at Contractor's Project field office.
- B. Attendance:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect
 - 4. Representative of Testing Laboratory for Construction Materials
 - 5. Major subcontractors and suppliers as Contractor deems appropriate.
- C. Review and Discuss:
 - 1. Relation and coordination of various parties, and responsible personnel for each party.
 - 2. Use of premises, including office and storage areas, and security procedures.
 - 3. Construction schedule and critical work sequencing.
 - 4. Processing of:
 - a. Contract modifications.

- b. Shop Drawings, Product Data, and Samples.
- c. Applications for Payment.
- d. Substitutions.
- e. Requests for Information.
- f. Other required submittals.
- 5. Adequacy of distribution of Contract Documents.
- 6. Procedures for maintaining contract closeout submittals.
- 7. Notification procedures and extent of testing and inspection services.

1.5 PROGRESS MEETINGS

- A. Schedule weekly progress meetings.
- B. Location: Contractor’s Project field office.
- C. Attendance:
 - 1. Contractor.
 - 2. Owner / Owner’s Representative
 - 3. Architect and consultants as appropriate to agenda.
 - 4. Subcontractors and suppliers as appropriate to agenda.
 - 5. Others as appropriate to agenda.
- D. Review and Discuss:
 - 1. Work progress since previous meeting, including:
 - a. Field observations, deficiencies, conflicts, and problems.
 - b. Progress and completion date.
 - c. Corrective measures needed to maintain quality standards, progress, and completion date.
 - 2. Status of:
 - a. Requests for information.
 - b. Submittals.
 - c. Contract modifications.
 - 3. Coordination between various elements of Work.
 - 4. Maintenance of Project Record Documents.

1.6 PRE-INSTALLATION CONFERENCES

- A. Where required in individual specification Section, convene a pre-installation conference at project site or other designated location.
- B. Require attendance of parties directly affecting or affected by work of the specific Section.
- C. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction progress schedule.
- B. Related Sections:
 - 1. Section 01 11 00 - Summary of Work: Work sequence.
 - 2. Section 01 29 00 - Payment Procedures.

1.2 FORMAT

- A. Prepare Progress Schedule on network analysis system using the critical path method.
- B. Sequence of Listings: The chronological order of the start of each item of Work.
- C. Scale and Spacing: To provide space for notations and revisions.
- D. Sheet Size: Multiples of 8-1/2 x 11 inches.

1.3 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification Section number.
- C. Identify work of separate sites / areas.
- D. Provide sub-schedules for each phase of Work identified in Section 01 11 00.
- E. Provide sub-schedules to define critical portions of the entire Progress Schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for Shop Drawings, Product Data, and Samples, including:
 - 1. Dates reviewed submittals will be required from Architect.
 - 2. Decision dates for selection of finishes.
 - 3. Delivery dates for Owner furnished products and Products identified under Allowance.
- H. Coordinate content with Schedule of Values specified in Section 01 29 00.
- I. Revisions:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- J. Provide narrative report to define problem areas, anticipated delays, and impact on Progress Schedule. Report corrective action taken, or proposed, and its effect.

1.4 SUBMITTAL

- A. Submit initial Progress Schedule within 14 days after date of Notice to Proceed. After review, resubmit required revised data within 10 days.
- B. Submit revised Progress Schedule with each every other Application for Payment.
- C. Submit electronically in Adobe PDF format.

1.5 DISTRIBUTION

- A. Distribute copies of approved Progress Schedule to project site file, Subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Progress Schedule.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal procedures.
 - 2. Proposed Products list.
 - 3. Submittal schedule.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Quality control submittals.
- B. Related Sections:
 - 1. Section 01 40 00 - Quality Requirements.

1.2 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual section number and a sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals listed under “Submittals for Review” simultaneously for each Product or Specification Section.
- D. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- E. Architect will not review incomplete submittals.
- F. Apply Contractor’s stamp, signed or initialed certifying that:
 - 1. Submittal was reviewed.
 - 2. Products, field dimensions, and adjacent construction have been verified.
 - 3. Information has been coordinated with requirements of Work and Contract Documents.
- G. Schedule submittals to expedite the Project, and deliver to Architect. Coordinate submittal of related items.
- H. For each submittal, allow 7 days for Architect’s review, excluding delivery time to and from Contractor.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.
- J. Revise and resubmit submittals when required; identify all changes made since previous submittal.
- K. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.3 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit a complete 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, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Submit electronically in Adobe PDF format.

1.4 SUBMITTAL SCHEDULE

- A. Within 15 days after date of Notice to Proceed, submit a submittal schedule showing all submittals proposed for project, including submittals listed as:
 - 1. Submittals for Review.
 - 2. Quality Control Submittals.
 - 3. Closeout Submittals.
- B. Include for each submittal:
 - 1. Specification section number.
 - 2. Description of submittal.
 - 3. Type of submittal.
 - 4. Anticipated submittal date.
 - 5. For submittals requiring Architect's review, date reviewed submittal will be required from Architect.
- C. Submit electronically in Adobe PDF format.

1.5 SHOP DRAWINGS

- A. Present information in clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or room number shown on Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Coordinate specific requirements for each shop drawing and what is required by the Contractor and their Subcontractors. Submit one copy plus the number of copies the Contractor needs for distribution and/or Submit electronically in Adobe PDF format. Architect will return all but one copy to Contractor for printing and distribution as necessary.

1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data.
- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit electronically in Adobe PDF format. Architect will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect's selection.
- C. Include identification on each sample, with full Project information.
- D. Unless otherwise specified in individual specifications, submit two of each sample.
- E. Architect will notify Contractor of approval or rejection of samples, or of selection of color, texture, or pattern if full range is submitted.

1.8 QUALITY CONTROL SUBMITTALS

- A. Quality control submittals specified in Section 01 4000 are for information and do not require Architect's responsive action except to require resubmission of incomplete or incorrect information.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. References.
 - 2. Quality assurance and control of installation.
 - 3. Test reports and certifications.
 - 4. Manufacturer's installation instructions.

1.2 REFERENCES

- A. For products or workmanship specified by reference to association, trade or industry standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Conform to edition of reference standard in effect as of date of Project Manual.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 TEST REPORTS AND CERTIFICATIONS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide test reports and manufacturers' certifications.
- B. Indicate that material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

- C. Submittals may be recent or previous test results on material or Product, but must be acceptable to Architect.
- D. Submit electronically in Adobe PDF format.

1.5 MANUFACTURER'S INSTALLATION INSTRUCTIONS

- A. When Contract Documents require that Products be installed in accordance with manufacturer's instructions:
 - 1. Submit manufacturer's most recent printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, as applicable.
 - a. Submit in quantities specified for Product Data.
 - b. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - c. Identify conflicts between manufacturers' instructions and requirements of Contract Documents.
 - 2. Perform installation of Products to comply with requirements of manufacturer's instructions.
 - 3. If installation cannot be performed in accordance with manufacturer's instructions, notify Architect and await instructions.
 - 4. Submit electronically in Adobe PDF format.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 45 23

TESTING AND INSPECTION SERVICES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Laboratory selection and payment.
 - 2. Laboratory duties.
 - 3. Contractor's responsibilities.
- B. Related Sections: Individual specifications sections contain specific tests and inspections to be performed.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
 - 2. D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.
 - 3. D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
 - 4. E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.
 - 5. E543 - Standard Specification for Agencies Performing Nondestructive Testing.

1.3 QUALITY ASSURANCE

- A. Owner will employ and pay for services of an independent testing laboratory to perform specified testing and inspection.
- B. Contractor shall cooperate with the Testing Laboratory to facilitate performance of its work.
- C. Refer to the Conditions of the Contract for provisions related to special inspections and testing.
- D. Qualifications of Laboratory:
 - 1. Meet requirements of ASTM [C1077] [D3666] [D3740] [E329] [and] [E543].
 - 2. Authorized to operate in State in which project is located.

1.4 LABORATORY DUTIES

- A. Cooperate with Architect and Contractor; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling, and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance or noncompliance of materials with requirements of Contract Documents.
- C. Promptly notify Architect and Contractor] of observed irregularities or deficiencies of Work or products.
- D. Promptly submit written report of each test and inspection; electronically in Adobe PDF format to Architect, Owner, and Contractor.
- E. Each report to include:

1. Date issued.
2. Project title and number.
3. Testing Laboratory name, address, and telephone number.
4. Name of Inspector and signature of individual in charge.
5. Date and time of sampling or inspection.
6. Record of temperature and weather conditions.
7. Date of test.
8. Identification of product and specification section.
9. Location of sample or test in project.
10. Type of inspection or test.
11. Results of tests and compliance or noncompliance with Contract Documents.
12. Interpretation of test results when requested by Architect or Contractor.

F. Perform additional tests when required by Architect or Contractor.

G. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of work.
3. Perform any duties of Contractor.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with Laboratory personnel, provide access to Work, and to manufacturer's operations.

B. When materials require testing prior to being incorporated into Work, secure and deliver to Laboratory adequate quantities of representative samples of materials proposed to be used.

C. Furnish copies of product test reports as required.

D. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle samples at site or at source of product to be tested.
3. To facilitate inspections and tests.
4. For safe storage and curing of test samples.

E. Notify Laboratory sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.

F. When tests or inspections cannot be performed after such notice, reimburse Owner for Laboratory personnel and travel expenses incurred due to Contractor's negligence.

G. Make arrangements with Laboratory and pay for additional samples and tests required for Contractor's convenience.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 45 23

TESTING AND INSPECTION SERVICES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Laboratory selection and payment.
 - 2. Laboratory duties.
 - 3. Contractor's responsibilities.
- B. Related Sections: Individual specifications sections contain specific tests and inspections to be performed.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
 - 2. D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.
 - 3. D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
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1.3 QUALITY ASSURANCE

- A. Owner will employ and pay for services of an independent testing laboratory to perform specified testing and inspection.
- B. Contractor shall cooperate with the Testing Laboratory to facilitate performance of its work.
- C. Refer to the Conditions of the Contract for provisions related to special inspections and testing.
- D. Qualifications of Laboratory:
 - 1. Meet requirements of ASTM [C1077] [D3666] [D3740] [E329] [and] [E543].
 - 2. Authorized to operate in State in which project is located.

1.4 LABORATORY DUTIES

- A. Cooperate with Architect and Contractor; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling, and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance or noncompliance of materials with requirements of Contract Documents.
- C. Promptly notify Architect and Contractor] of observed irregularities or deficiencies of Work or products.
- D. Promptly submit written report of each test and inspection; electronically in Adobe PDF format to Architect, Owner, and Contractor.
- E. Each report to include:

1. Date issued.
2. Project title and number.
3. Testing Laboratory name, address, and telephone number.
4. Name of Inspector and signature of individual in charge.
5. Date and time of sampling or inspection.
6. Record of temperature and weather conditions.
7. Date of test.
8. Identification of product and specification section.
9. Location of sample or test in project.
10. Type of inspection or test.
11. Results of tests and compliance or noncompliance with Contract Documents.
12. Interpretation of test results when requested by Architect or Contractor.

F. Perform additional tests when required by Architect or Contractor.

G. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of work.
3. Perform any duties of Contractor.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with Laboratory personnel, provide access to Work, and to manufacturer's operations.

B. When materials require testing prior to being incorporated into Work, secure and deliver to Laboratory adequate quantities of representative samples of materials proposed to be used.

C. Furnish copies of product test reports as required.

D. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle samples at site or at source of product to be tested.
3. To facilitate inspections and tests.
4. For safe storage and curing of test samples.

E. Notify Laboratory sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.

F. When tests or inspections cannot be performed after such notice, reimburse Owner for Laboratory personnel and travel expenses incurred due to Contractor's negligence.

G. Make arrangements with Laboratory and pay for additional samples and tests required for Contractor's convenience.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Products.
 - 2. Transportation and handling.
 - 3. Storage and protection.
 - 4. Product options.
- B. Related Sections:
 - 1. Section 01 25 00 - Substitution Procedures.

1.2 PRODUCTS

- A. Provide interchangeable components by the same manufacturer for identical items.
- B. Do not use products containing asbestos or other known hazardous materials.

1.3 TRANSPORTATION AND HANDLING

- A. Coordinate delivery of Products to prevent conflict with Work and adverse conditions at site.
- B. Transport and handle Products in accordance with manufacturer's instructions.
- C. Promptly inspect shipments to ensure that Products comply with requirements of Contract Documents, are undamaged, and quantities are correct.
- D. Provide equipment and personnel to handle products by methods to prevent damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions with manufacturer's seals and labels intact and legible.
- B. Store Products on site unless prior written approval to store off site has been obtained from Owner.
- C. Store Products subject to damage by elements in weathertight enclosures. Maintain temperature and humidity within ranges required by manufacturer's instructions.
- D. Exterior Storage:
 - 1. Store fabricated Products above ground; prevent soiling and staining.
 - 2. Cover products subject to deterioration with impervious sheet coverings; provide ventilation to prevent condensation.
 - 3. Store loose granular materials in well drained area on solid surfaces; prevent mixing with foreign matter.
- E. Arrange storage areas to permit access for inspection. Periodically inspect stored products to verify that products are undamaged and in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products specified by reference standard only:
 - 1. Select any Product meeting the specified standard.
 - 2. Submit Product Data to substantiate compliance of proposed Product with specified requirements.
- B. Products specified by naming two or more acceptable Products: Select any named Product.
- C. Products specified by stating that the Contract Documents are based on a Product by a single manufacturer followed by the statement "Equivalent products by the following manufacturers are acceptable":
 - 1. Select the specified Product or a Product by a named manufacturer having equivalent or superior characteristics to the specified Product and meeting the requirements of the Contract Documents.
 - 2. If the specified Product is not selected, submit Product Data to substantiate compliance of proposed Product with specified requirements.
 - 3. The specified Product establishes the required standard of quality.
- D. Products specified by naming one or more Products followed by "or approved substitute" or similar statement:
 - 1. Submit a substitution request under provisions of Section 01 25 00 for Products not listed.
 - 2. The specified Product establishes the required standard of quality.
- E. Products specified by naming one or more Products or manufacturers followed by the statement "Substitutions: Under provisions of Division 01":
 - 1. Submit a substitution request under provisions of Section 01 25 00 for Products not listed.
 - 2. The specified Product establishes the required standard of quality.
- F. Products specified by naming one Product followed by the statement "Substitutions: Not permitted": Substitutions will not be allowed.
- G. Products specified by required performance or attributes, without naming a manufacturer or Product:
 - 1. Select any Product meeting specified requirements.
 - 2. Submit Product Data to substantiate compliance of proposed Product with specified requirements.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 71 23

FIELD ENGINEERING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Survey and field engineering.
 - 2. Submittals.
 - 3. Records.

- B. Provide and pay for field engineering services required for Project:
 - 1. Survey work required in execution of Work.
 - 2. Other professional engineering services specified or required to execute Contractor's construction methods.

1.2 QUALIFICATIONS

- A. Technician: Qualified, experienced instrument technician.

- B. Surveyor: Qualified land surveyor, licensed in State in which project is located.

- C. Engineer: Registered professional engineer of discipline required for specific service on Project. Licensed in State in which project is located.

1.3 SUBMITTALS

- A. Submit documentation to verify accuracy of field engineering work upon Architect's request.

- B. Submit certification that elevations and locations of improvements are in conformance with Contract Documents.

1.4 SURVEY REFERENCE POINTS

- A. Existing horizontal and vertical control points for project are those designated on Drawings.

- B. Locate, verify, and protect control points prior to beginning Work; preserve permanent reference points during construction.

1.5 PROJECT SURVEY REQUIREMENTS

- A. Establish minimum of two permanent bench marks on site, referenced to survey control points. Record locations on Project Record Documents.

- B. Establish lines and levels, locate and lay out, by instrumentation:
 - 1. Site improvements:
 - a. Stakes for grading, fill, and topsoil placement.
 - b. Utility slopes and invert elevations.
 - 2. Building foundation and column locations, floor elevations, and other controlling dimensions.
 - 3. Controlling lines and levels required for mechanical and electrical trades.

- C. Promptly notify Architect of any errors or discrepancies noted; await instructions prior to proceeding with Work.

1.6 RECORDS

- A. Maintain accurate log of control and survey work.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Project record documents.
 - 4. Operation and maintenance data.
 - 5. Warranties.
 - 6. Demonstration and instructions.

1.2 CLOSEOUT PROCEDURES

- A. Final Inspection:
 - 1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the Contract Documents and ready for Architect's inspection.
 - 2. If Architect performs reinspection due to failure of Work to comply with claims of status of completion made by Contractor, Owner will compensate Architect for such additional services and will deduct the amount of such compensation from final payment to Contractor.
- B. Submit final Application for Payment showing original Contract Sum, adjustments, previous payments, retainage withheld from previous payments, and sum remaining due.
- C. Closeout Submittals:
 - 1. Evidence of compliance with requirements of governing authorities (if applicable).
 - 2. Project Record Documents.
 - 3. Operation and Maintenance Data.
 - 4. Warranties.
 - 5. Evidence of payment of Subcontractors and suppliers.
 - 6. Final lien waiver.
 - 7. Certificate of insurance for products and completed operations.
 - 8. Consent of Surety to final payment.
- D. Owner will occupy all portions of the building as specified in Section 01 11 00.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.

- B. Clean debris from all paved areas.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain following record documents on site; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Material Safety Data Sheets.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Make entries neatly and accurately.
- E. Label each set or volume with title "PROJECT RECORD DOCUMENTS", project title, and description of contents.
 - 1. Organize contents according to Project Manual table of contents.
 - 2. Provide table of contents for each volume.
- F. Drawings: Mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Drawings.
- G. Specifications: Mark each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- H. Shop Drawings: Mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Shop Drawings.
- I. Submit one hard copy and one electronic copy in PDF Format.

1.5 OPERATION AND MAINTENANCE DATA

- A. Identify as "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
- B. Contents:
 - 1. Directory: List names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major suppliers.

2. Operation and maintenance instructions: Arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. Maintenance instructions
 - c. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
 3. Project documents and certificates including:
 - a. Shop drawings and product data.
 - b. Certificates.
 - c. Copies of warranties and bonds.
- C. Submittal:
1. Submit one Hard copy and Submit electronically in Adobe PDF format at least 15 days prior to final inspection.
 2. Architect will notify Contractor of any required revisions after final inspection.
 3. Revise content of documents as required prior to final submittal.
 4. Submit one hard copy of revised documents and one copy electronically in Adobe PDF format within 10 days after final inspection.

1.6 WARRANTIES

- A. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- B. Include Table of Contents.
- C. Submit one hard copy and one copy electronically in Adobe PDF format along with final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION