

# Project Manual

DATE: February 17, 2021

## Roberson Law Office Addition

1225 East David Road  
Kettering, Ohio 45429



615 Woodside Drive, Englewood, Ohio 45322

T 937.836.8898 F 937.832.3696

[www.app-arch.com](http://www.app-arch.com)

**PROJECT NUMBER: 3860.00**

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## **DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

### **DOCUMENT 00 2000 – INSTRUCTIONS FOR PROCUREMENT**

1. INSTRUCTION TO BIDDERS: AIA A701
2. **Mandatory Pre-Bid Meeting: Monday, February 22 at 2:00 at 1225 East David Road, Kettering, OH 45429**

### **DOCUMENT 00 3000 – AVAILABLE INFORMATION**

1. EXISTING FACILITY DRAWINGS AND BIDDING DOCUMENTS.

### **DOCUMENT 00 4000 – PROCUREMENT FORMS AND SUPPLEMENTS**

1. BID FORM: Use provided form.

### **DOCUMENT 00 5000 – CONTRACTING FORMS AND SUPPLEMENTS**

1. AGREEMENT FORM: AIA A101

### **DOCUMENT 00 7000 – CONDITIONS OF THE CONTRACT**

1. GENERAL CONDITIONS: AIA A201
2. SUPPLEMENTARY GENERAL CONDITIONS: The following conditions modify the General Conditions AIA A201. Unaltered portions shall remain in effect.
  - A. STATE, SALES AND USE TAXES: **Required.**
  - B. BUILDING PERMIT: Owner will cover this cost (Architect will submit permit documents and application to the City of Kettering).
  - C. SCHEDULE OF VALUES: AIA G702/G703.
  - D. APPLICATION FOR PAYMENT: AIA G702/G703.
  - E. RETAINAGE: 10% until 100% complete.
  - F. CONTRACTOR'S LIABILITY INSURANCE:

PREMISES OPERATIONS: X, C, & U.  
WORKER'S COMPENSATION: Statutory.  
COMPREHENSIVE: \$1,000,000/\$2,000,000.  
PERSONAL INJURY: \$1,000,000.  
UMBRELLA LIABILITY: \$5,000,000.

G. PROPERTY INSURANCE: By Contractor.

3. MECHANIC'S LIEN LAW: Owner and Contractor comply with requirements of amended Ohio HB238.
4. PREVAILING WAGE RATES: Not required.
5. BID AND PERFORMANCE BONDS: Bidder shall furnish a Bid Guaranty, in the form of either: (1) a bond for the full amount of the bid; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner 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. AIA Bid Bond form is acceptable.

Contract Bond (At Owner's Option): 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. AIA Bond forms are acceptable. The bond must be issued by a surety company 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

All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.

The cost of the Contract Bond shall be included as Alternate G-2 and stated on the Bid Form.

**DIVISION 01 - GENERAL REQUIREMENTS****SECTION 01 1000 - SUMMARY**

## 1. PROJECT IDENTIFICATION:

A. PROJECT NAME: Roberson Law Building Addition

B. PROJECT LOCATION: 1225 East David Road, Kettering, OH 45429

C. OWNER: Roberson Law

## 2. DESCRIPTION OF THE WORK: Not limited to selective demolition, site work, CMU walls, metal studs and drywall, brick veneer, pre-cast hollow core concrete planks, pre-engineered wood trusses, doors, painting, flooring, mechanical, and electrical work. All General Contractors are required to use the following subcontractors and include their bids within the submitted Base Bid.

HVAC Subcontractor: The Furnace Man  
 Johnny Costandinidis - [thefurnaceman2@yahoo.com](mailto:thefurnaceman2@yahoo.com)  
 937.238.5591

Electrical Subcontractor: Chase Electric  
 Jim Chase - [jchase@chaseontheweb.com](mailto:jchase@chaseontheweb.com)  
 937.604.6216

## 3. TYPE OF CONTRACT: Single Prime General Contractor.

4. BIDS DUE: Tuesday, March 9, 2021 at 2:00 PM.Bids may be emailed to [tim.bement@app-arch.com](mailto:tim.bement@app-arch.com).**SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES**

## 1. MINOR CHANGES IN THE WORK: Provided by Contractor without adjustment to contract sum or contract time.

## 2. CHANGE ORDERS: Use AIA G701 with signatures of Architect, Owner and Contractor.

A. Change Orders – The following requirements will be applicable to all changes in work throughout the project:

- General Contractor and Subcontractor shall provide detail cost breakdown for each quote, indicating the following:
  - Labor – rates and quantities.
  - Materials – Suppliers invoices with quantities and unit pricing.

- Equipment rental – Invoices with hours and submitted approved unit pricing.
- Allowable markup on Change Orders by:
  - General Contractor – 5% OHP on subcontractor work.
  - General Contractor – 10% OHP on self-performed labor and material.
  - Subcontractor -10% OHP on self-performed labor and material.
  - Subcontractor - 2.5% OHP on subcontractor work.
- No additional costs for general contractor or subcontractor for the following:
  - Project Manager Time – unless additional time is requested and approved by the Owner.
  - Project Superintendent Time – unless additional time is requested and approved by the Owner.
  - Administration
  - Insurances
  - Vehicles

### **SECTION 01 2900 - PAYMENT PROCEDURES**

1. SCHEDULE OF VALUES (AIA G702/G703): Break down the contract sum in enough detail to facilitate evaluation of applications for payment.
2. APPLICATION FOR PAYMENT (AIA G702/G703): Consistent with Schedule of Values (initial) and previous Applications for Payment (subsequent). Submit a pencil copy for approval by the architect prior to submitting notarized versions and all required back-up information by the 25<sup>th</sup> day of the month for work completed during that month. (Original AIA Documents are available from AIA Dayton at 291.1913).
3. PAYMENT APPLICATION TIMES: Applications should be submitted by the end of each month for work completed during that month.
4. WAIVERS OF MECHANIC'S LIEN: Submit with each Application for Payment from every entity.

### **SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION**

1. COORDINATION: Coordinate construction operations of the project to ensure efficient and orderly installation of each part of the work.
2. PROJECT MEETINGS:

- A. PRECONSTRUCTION CONFERENCE: General Contractor to schedule with Owner and Architect prior to starting construction.
- B. PROGRESS MEETINGS: Bi-weekly, on job site. Owner's Rep. and General Contractor shall attend. General Contractor shall prepare and distribute job meeting minutes.

#### **SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION**

- 1. CONTRACTOR'S CONSTRUCTION SCHEDULE: General Contractor shall create a Critical Path Method (CPM) schedule and submit to the architect for approval. Schedule shall be updated monthly and submitted to the architect two days prior to each job meeting.

#### **SECTION 01 4200 - REFERENCES**

- 1. APPLICABILITY OF INDUSTRY STANDARDS: Unless the contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the contract documents to the extent referenced. Such standards are made part of the contract documents by reference.
- 2. PUBLICATION DATES OF INDUSTRY STANDARDS: Comply with standards in effect as of date of Contract Documents.

#### **SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS**

- 1. TEMPORARY UTILITY INSTALLATION AS FOLLOWS:
  - A. GENERAL: Connect to existing service.
  - B. WATER SERVICE: Use owner's existing water service facilities.
  - C. SANITARY FACILITIES: Provide temporary toilets, wash facilities, and drinking water for construction personnel.
  - D. ELECTRIC POWER SERVICE: Use owner's existing power service and distribution system.
  - E. LIGHTING: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - F. VENTILATION AND HUMIDITY CONTROL: Provide temporary HEPA ventilation required by construction activities for curing or drying and protection of



completed installation of materials and equipment.

2. TEMPORARY EQUIPMENT INCLUDES THE FOLLOWING:
  - A. FIRE EXTINGUISHERS: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
3. TEMPORARY SECURITY AND PROTECTION FACILITIES AS FOLLOWS:
  - B. EROSION AND SEDIMENTATION CONTROL: Provide measures to prevent soil erosion and soil bearing water run-off and airborne dust to adjacent properties and walkways.
  - C. BARRICADES, WARNING SIGNS AND LIGHTS: Comply with authorities having local jurisdiction.
  - D. INTERIOR PARTITIONS: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied areas from fumes and noise.

#### **SECTION 01 6000 - PRODUCT REQUIREMENTS**

1. PRODUCT DELIVERY, STORAGE, AND HANDLING: Use means and methods that will prevent product damage, deterioration, and loss, including theft.
2. GENERAL PRODUCTS REQUIREMENTS: Provide products complying with contract documents, undamaged, and, unless otherwise indicated, are new at time of installation.

#### **SECTION 01 7300 - EXECUTION**

1. EXAMINATION OF EXISTING CONDITIONS: Investigate and verify the existence and location of mechanical and electrical systems and other construction, including underground utilities and construction, affecting the work.
2. ACCEPTANCE OF CONDITIONS: Examine substrates, areas, and conditions, with installer or applicator, for compliance with requirements for installation tolerances and other conditions affecting performance.
3. Coordinate with authorities having jurisdiction the adjustment, moving, or relocation of existing utility services or structures.
4. FIELD MEASUREMENTS: Taken prior to installation to fit the work properly and verify dimensions before fabrication.

5. CONSTRUCTION LAYOUT: Locate and layout site improvements and control lines and levels for building structure.
6. FIELD ENGINEERING: Locate, establish, and maintain benchmarks, control points, and similar reference points prior to and during construction operations.
7. INSTALLATION: Locate the work and components accurately, in correct alignment and elevation, and in accordance with manufacturer's written instructions and recommendations for installing products in applications indicated.
8. PROGRESS CLEANING: Clean project site and work areas daily, including common areas. Coordinate progress cleaning for joint-areas where more than one installer has worked. Maintain project site free of waste materials and debris.
9. START EQUIPMENT AND OPERATING COMPONENTS TO CONFIRM PROPER OPERATION: Remove malfunctioning units, replace with new units, and retest.
10. CORRECTION OF WORK: Repair or remove and replace defective construction.

#### **SECTION 01 7329 - CUTTING AND PATCHING**

1. Cut in place construction using methods least likely to damage elements retained or adjoining construction.
2. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit.
3. Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as possible.

#### **SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

1. DISPOSAL OF WASTE: Remove waste materials from project site and legally dispose off-site.

#### **SECTION 01 7700 - CLOSEOUT PROCEDURES**

1. Submit list of items to be completed and corrected and a written request for an inspection. Complete and correct items on punch list.
2. SUBMIT COPIES OF THE FOLLOWING ON A JUMP DRIVE:
  - A. WRITTEN WARRANTIES: PDF files
  - B. RECORD DRAWINGS: PDF files
  - C. OPERATION AND MAINTENANCE MANUALS: PDF files

- D. EMERGENCY MANUALS: PDF files
- E. PRODUCT MAINTENANCE MANUALS: PDF files

**BID FORM – STIPULATED SUM SINGLE PRIME CONTRACT**

\_\_\_\_\_, 20\_\_\_\_

SUBMITTED BY:

\_\_\_\_\_  
Name of Bidder

To: Amy Cary  
Roberson Law  
1225 East David Road  
Kettering, OH 45429

We, the undersigned having familiarized ourselves with the local conditions affecting the cost of the work, and with all Bidding Documents, including Addenda, prepared by App Architecture, 615 Woodside Drive, Englewood, OH 45322, dated August 18, 2020, hereby propose to furnish all labor, equipment, utilities, and transportation, to furnish and deliver all materials, and to perform and supervise all work required for the construction of the project entitled:

ROBERSON LAW  
OFFICE ADDITION  
KETTERING, OHIO

ITEM #1 – ALL WORK (Divisions 0 thru 33)

BASE BID: All labor and material, for the sum of:

\_\_\_\_\_ Dollars

\$\_\_\_\_\_.

All bidders are required to further break their bids down on the attached form.

Completion Time from Notice to Proceed: \_\_\_\_\_ Calendar Days.

ALTERNATE NO. G-1: LOWER LEVEL INTERIOR RENOVATION

Base Bid does not include demolition of selected doors, construction of new walls and doors, and new finishes on the lower level. This alternate is to provide them.

If Alternate No. G-1 is accepted, add to the Base Bid as follows:

All labor and material, for the sum of:

\_\_\_\_\_ Dollars

\$\_\_\_\_\_.

ALTERNATE NO. G-2: COST OF PERFORMANCE BOND

If Alternate No. G-2 is accepted, add to the Base Bid as follows:

All labor and material, for the sum of:

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_.

ALLOWANCES: Work indicated below to be included in the Base Bid.

ALLOWANCE NO. 1: Miscellaneous Contingencies

Total Sum \$10,000.00

STATEMENT BY BIDDER: The receipt of the following:

Addenda to the Contract Documents (drawings and specifications) is hereafter acknowledged.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

NOTE A: It is understood and agreed by the undersigned that the Owner reserves the right to reject any or all bids, or to accept the bid which will promote the best interest of the Owner.

NOTE B: It is agreed that the BID shall be irrevocable for a period of sixty (60) days after the date of submission.

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICIAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

One copy of each of the following documents must accompany each copy of this Bid Form:

## 1. Subcontractor List

## BID BREAKDOWN FORM

Division 1 - General Conditions	\$	-
Division 2- Selective Demolition	\$	-
Division 3 - Concrete	\$	-
Division 4 - Masonry	\$	-
Division 5 - Metals	\$	-
Division 6 - Wood, Plastics and Composites	\$	-
Division 7 - Thermal and Moisture Control	\$	-
Division 8 - Openings	\$	-
Division 9 - Finishes	\$	-
Division 10 - Specialties	\$	-
Division 22 - Plumbing	\$	-
Division 23 - HVAC	\$	-
Division 26 - Electrical & Communications	\$	-
Division 31 - Earthwork	\$	-
Division 32 - Exterior Improvements	\$	-
Division 33 - Utilities	\$	-
Total Base Bid	\$	-

Notes: 1. The above table is an Excel Spreadsheet and can be accessed by double-clicking on it.  
 2. Not every Division line item will require an entry. Please put "0" in Divisions that do not.

END OF BID FORM

**SECTION 01 3300 - SUBMITTAL PROCEDURES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

## 1.3 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided by Architect for Contractor's use in preparing submittals. Submit a copy of the agreement bound into these specifications along with specified payment.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- E. Identification: Place a submittal cover sheet on each submittal for identification (including material sample submittals).
1. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 062023.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 062023.01).
    - a. Number and title of appropriate Specification Section.
    - b. Drawing number and detail references, as appropriate.
    - c. Location(s) where product is to be installed, as appropriate.
    - d. Other necessary identification.
- F. Deviations: Highlight, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.



2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "reviewed," "reviewed as noted," or "revise & resubmit" taken by Architect or Engineer.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.

- j. Standard product operation and maintenance manuals.
  - k. Compliance with specified referenced standards.
  - l. Testing by recognized testing agency.
  - m. Application of testing agency labels and seals.
  - n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.
5. Number of Copies: Submit a minimum of three copies of Product Data, unless otherwise indicated. Architect will return one copy. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
- a. Dimensions.
  - b. Identification of products.
  - c. Fabrication and installation drawings.
  - d. Roughing-in and setting diagrams.
  - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
  - f. Shopwork manufacturing instructions.
  - g. Templates and patterns.
  - h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.

- m. Relationship to adjoining construction clearly indicated.
  - n. Seal and signature of professional engineer if specified.
  - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.

**D. Electronic Submittal Guidelines:**

1. Information Submittals:

Email a PDF file of each submittal to [curt.sparks@app-arch.com](mailto:curt.sparks@app-arch.com) A submittal cover sheet (found at the end of this section) must be used as the cover sheet of each submittal.

In the subject line of the email message, include the project name, submittal number, spec section and name.

Example: "Mercy CS Submittal 01 - 08 7100 Door Hardware"

The actual PDF file name should be the section number and name.

Example: "08 7100 Door Hardware.PDF"

PDF files are to be created in the same sheet size as the original documents to preserve the drawing scale.

In order to keep files sizes manageable, only pertinent product information should be submitted. Avoid sending entire product catalogs when only a small portion of the information is pertinent to the project. Submittals containing excessive non-pertinent information will be rejected. Proposed model numbers/products must be identified; otherwise, the submittal will be rejected.

Samples:

Product samples and color selection charts must have a Submittal Cover Sheet attached to them. If samples are associated with an electronically submitted information submittal, reference the electronic submittal number followed by the letter "S" on the Sample Submittal Cover Sheet.

Submit (1) copy of each color selection chart and (2) copies of product samples.

- a. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each Submittal Cover Sheet with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: **Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.**
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  1. "Reviewed"
  2. "Reviewed as noted"
  3. "Revise & resubmit"
- C. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**Project Submittal Cover Sheet**

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

Submittal Number: \_\_\_\_\_

Submittal Name: \_\_\_\_\_

Spec Section No: \_\_\_\_\_

Project: CLINIC RENOVATION  
Clark State Community College  
570 East Leffel Lane, Springfield, OH 45505

Prime Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PH. \_\_\_\_\_ FAX: \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Supplier Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect: App Architecture  
615 Woodside Drive  
Englewood, OH 45322

**General Contractor's Approval Stamp**

**Architect's/Engineer's Action Stamp**

END OF SECTION 01 3300

DRAWING SHEET INDEX

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**AGREEMENT AND WAIVER FOR USE OF ARCHITECTURAL COMPUTER AIDED DESIGN FILES**

615 Woodside Drive, Englewood, Ohio 45322

T 937.836.8898 F 937.832.3696

www.app-arch.com

**PROJECT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**CLIENT:** \_\_\_\_\_

The undersigned acknowledges the receipt of electronic CAD files in \_\_\_\_\_ format for the above referenced project. These files are provided as a convenience to the User, for use in preparing shop drawings and/or coordination drawings related to the construction of this project only. These files and the information contained within are part of the architect's instruments of service and remain the property of App Architecture. The electronic files shall not be reproduced or used in any form except in conjunction with this project.

The User acknowledges that the information provided in these files is not a substitute or replacement for the Contract Documents. The User acknowledges that neither App Architecture, the Consultants, the Client nor the Owner make any warranty or representation that the information contained in these files reflects the hard-copy Contract Documents in their entirety. The User assumes full responsibility in the use of these files, including the responsibility to see that all manual modifications, addenda, bulletins, clarifications and Change Orders to the drawings executed as a part of the Contract Documents have been incorporated.

The User acknowledges that the furnishing of these files in no way relieves the User from the responsibility for the preparation of shop drawings or other schedules as required by the Contract between the Contractor and the Owner including the need to check, confirm and coordinate the work with that of other contractors for this project.

The User agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against App Architecture, the Consultants, the Client, the Owner and any of their agents that may arise out of or in connection with the use of these electronic files.

Furthermore, the User shall, to the fullest extent permitted by law, indemnify and hold harmless against App Architecture, the Consultants, the Client, the Owner and any of their agents against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

Under no circumstances shall the delivery of these electronic files be deemed a sale by App Architecture, and no warranties, either express or implied, of merchantability and fitness for any particular purpose is made. In no event shall App Architecture be liable for any loss of profit or any consequential damages as a result of the use or reuse of these electronic files.

LIST OF DRAWING FILES REQUESTED:

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The following costs are applicable to delivery of these files on CD-ROM or by e-mail:

COST OF PREPARATION OF CAD FILES: None

**USER (FIRM NAME):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

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**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**NAME (PRINTED):** \_\_\_\_\_

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