

# Banner Chevrolet

Parts Storage Building  
5950 Chef Menteur Highway  
New Orleans, Louisiana

Project Manual  
21 January 2005

**R O Z A S - W A R D / a . i . a . a r c h i t e c t s**

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1010 Common Street, Suite 2750, New Orleans, Louisiana 70112



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DIVISION

00

BIDDING DOCUMENTS



**SECTION 00050**

**INVITATION TO BID**

**PROJECT DESCRIPTION**

Bids will be received from invited bidders for Banner Chevrolet Parts Storage Building, 5959 Chef Menteur Highway, New Orleans, Louisiana.

*Proposals must be on a lump sum basis. Segregated proposals will not be accepted.*

**BIDDING TIME AND LOCATION**

The Bid Date will be 17 February 2005 at 3:00 p.m. Bids shall be submitted to ROZAS-WARD Architects, 1010 Common Street, Suite 2750, New Orleans, Louisiana. Any bid received after this time will be returned unopened. Proposals will be opened privately at the time stated for receiving bids. Results of the bidding will be announced at the discretion of the Owner.

**BIDDING CONDITIONS**

Bids may not be withdrawn for a period of sixty (60) calendar days after the scheduled time for receiving bids. The Owner reserves the right to accept any or to reject any and all bids without compensation to bidders.

**BIDDING DOCUMENTS**

Bidding Documents may be examined at the office of:

ROZAS-WARD/a.i.a. architects, inc.  
1010 Common Street, Suite 2750  
New Orleans, Louisiana 70112

**DRAWINGS AND SPECIFICATIONS**

Bidding Documents may be obtained from ROZAS-WARD Architects. A Refundable Deposit shall be \$100.00 per set. Contact Chris Babin @ 524.4375 to arrange for Bidding Documents.

**END OF SECTION 00050**



**PROJECT IDENTIFICATION**

These instructions cover preparation and submittal of Bids for Banner Chevrolet Parts Storage Building at 5950 Chef Menteur Highway, New Orleans, Louisiana, based on Documents prepared by ROZAS-WARD/a.i.a. architects, New Orleans, Louisiana. The intended contract will include all materials, labor, tools and other facilities necessary and performing all required work. To be considered, proposals must be in accord with these instructions.

**PRE-BID CONFERENCE**

A **Mandatory Pre-Bid Conference** will be held on 10 February 2005 at 2:00 P.M. at Rozas-Ward Architects, 1010 Common Street, Suite 2750, New Orleans, Louisiana. The purpose of the conference is to discuss bid procedures, receive requests for clarifications and interpretations of the bid documents, and allow bidders to discuss the project.

All invited bidders and interested subcontractors are urged to attend this conference.

Any items raised at the conference affecting the bid documents as issued will be issued as an Addendum.

**DOCUMENTS**

Documents for Bidding purposes are Drawings and Project Manual entitled as above, dated 21 January 2005 and any Addenda issued during the Bidding Period.

**EXAMINATION OF DOCUMENTS AND SITE**

Bidders shall carefully examine Bidding Documents and the Project Site to obtain the first-hand knowledge of scope and conditions of the work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a Proposal to perform any portion of work, represents that he has examined Drawings, Specifications and site of work, and from his own investigation has satisfied himself as to scope, accessibility, nature and location of work, character of equipment and other facilities needed to perform the work, character and extent of other work to be performed, local availability of labor, trade practices jurisdictions, and other circumstances that may affect performance of work. No additional compensation will be allowed by Owner for failure of each Contractor, Subcontractor and Sub-Subcontractor to become fully informed as to conditions affecting work.

**BIDDERS' QUALIFICATIONS**

Contractor Licensing Laws of the State of Louisiana must be complied with, whether a Prime Contractor or Subcontractor.

The prime bidder shall be responsible for determining that all proposed subcontractors are duly licensed and qualified under the Law. The Bidder must show his License Number on the Bid and on the Envelope.

**SPECIAL PROJECT REQUIREMENTS**

Time for completion of the Project shall be as stated in the Proposal Form. The number of calendar days shall include Sundays and Holidays.

Liquidated Damages in the amount set forth in the Bid Form will be assessed by the Owner as fixed, agreed and liquidated damages for each calendar day's delay in completion, in accordance with the Supplementary Conditions.

## **BASIS OF PROPOSALS**

Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred or arising out of performance of work to be performed under Contract. No segregated proposals or assignments will be considered. Failure to comply may be cause for rejection of Bid as informal.

The Base Bid shall be a lump sum amount to complete all work of the Contract within the number of consecutive calendar days stipulated by the Owner and stated in the Bid Form.

Bids may not be withdrawn for a period of SIXTY (60) calendar days after the scheduled time for receiving bids.

The Owner reserves the right to accept any or to reject any and all bids without compensation to Bidders and to waive any informality or irregularity in any bid received.

## **ADDENDA**

Requests for interpretations and clarifications must be submitted in writing to the Architect no later than 12:00 noon seven (7) calendar days prior to receipt of bids.

Modifications, interpretations, clarifications, additions and deletions to Documents during bidding period will be issued in form of Addenda. Addenda will be mailed or delivered to each person who has been issued a set of Bidding Documents, and will be available for examination wherever Documents are made available for that purpose.

Each Bidder shall ascertain from the Architect prior to submitting a Bid that the Bidder has received all Addenda issued, and shall acknowledge receipt of them on the Bid Form.

## **PRIOR APPROVALS**

Named Products: If products are specified by name or names of acceptable manufacturer(s) (proprietary specification) with the phrase "or pre-bid approved equal" or other phrase of similar intent, only the named product(s) or products approved by the Architect in writing will be acceptable.

If a potential supplier desires consideration of a particular product other than a product specified in the Bidding Documents, the potential supplier must request, in writing, prior approval by the Architect. No substitution will be considered unless written request for prior approval has been received by the Architect no later than 12:00 noon seven (7) calendar days, prior to receipt of bids.

Each such request shall include a complete description of the proposed substitute including drawings, cuts, performance and test data, a description of any variances from the named product, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer.

If the Architect approves any proposed substitution, such prior approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. The Architect's decision of approval or disapproval will be final.

## **PREPARATION OF BIDS**

Bids shall be submitted in duplicate on forms furnished, or on copies thereof, and shall be signed in ink. Any bid in other than required form will be considered informal and may be rejected. Erasures or other changes in Bid must be explained or noted over initials of Bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal.

Prices must be expressed in words and figures. Any Bid which fails to name both words and figures may be deemed informal and rejected. In case of discrepancy between written prices and those given in figures, prices in writing shall be considered as the Bid. Failure to submit all requested information will make Bid irregular and subject to rejection.

Bids shall be signed with name typed or printed below signature. Where bidder is a corporation, Bids must be signed with legal name of Corporation followed by name of State of Incorporation and legal signature of an officer authorized to bind the corporation to Contract.

### **SUBMITTAL OF BIDS**

Submit completed Bid Forms in a sealed opaque envelope, addressed as follows:

Banner Chevrolet  
c/o ROZAS-WARD Architects  
1010 Common Street  
Suite 2750  
New Orleans, Louisiana 70112

Bid envelopes shall be clearly marked on the outside with words, "Bid Proposal", "TO BE OPENED AT OFFICIAL BID OPENING" and the following information:

NAME OF BIDDER  
NAME OF PROJECT

LOUISIANA CONTRACTOR'S  
LICENSE NUMBER

Include with Bid Forms a Resolution for Corporations authorizing the signator to act as agent for Bidder to sign the Bid Form.

Submit Bids by mail or in person not later than the time set for receiving Bids in Section 00050 - INVITATION TO BID, as may be changed by Addendum.

Bidders will be responsible for timely delivery at designated location. Bids received after the time and date designated will be returned unopened.

### **MODIFICATIONS AND WITHDRAWAL OF BIDS**

Bids may be withdrawn or modified upon written or telegraphic request received from Bidders prior to time set for Opening Bids. If withdrawn, Bids may not be resubmitted. No bid may be withdrawn or modified after it has been opened.

### **OPENING**

Proposal shall be opened as announced in the Invitation to Bid.

### **SUBMISSION OF POST-BID INFORMATION**

Prior to award of Contract and upon request by Architect, selected Bidders, shall, within 24 hours, submit the following:

1. Statement of Cost for each major work item.
2. Designation of portions of work to be performed by Bidder with his own forces.

3. List of names, addresses and phone numbers of Subcontractors or other persons or organizations (including those who are to furnish materials and equipment fabricated to special design) proposed for such portions of work as may be designated in bidding documents or requested. Bidder shall establish to satisfaction of Owner and Architect reliability and responsibility of proposed subcontractors and suppliers.

Prior to award of Contract, Architect will notify Bidder in writing if either Owner or Architect has any objection to any proposed Subcontractor or supplier. If Owner or Architect objects to any proposed Subcontractor or supplier, Bidder may withdraw his Bid or submit an acceptable substitute with modification in his Bid Price, if appropriate to reflect any difference in cost occasioned by such substitution. If Bidder submits a substitution with an increase in Bid Price, Owner may at his discretion, accept increased Bid Price or disqualify Bid as informal.

Subcontractors and suppliers proposed by Bidder and accepted by Owner and Architect must be used for portions of work for which they were proposed and accepted except when changes are approved in writing by Owner and Architect.

### **AWARD**

Owner reserves right to accept any or to reject any and all Bids without compensation to Bidders. The right is reserved to award Contract on such basis as Owner may determine for its best interests, following review and recommendation of Bids by Architect.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner, a Contract in the form of the American Institute of Architects Document A-101, Standard Form of Agreement Between Owner and Contractor, 1997 Edition. AIA Document A-101 may be examined at the Architect's office.

**END OF SECTION 00100**

\_\_\_\_\_, 2005

PROPOSAL OF \_\_\_\_\_

(HEREINAFTER CALLED BIDDER)

TO: **Banner Chevrolet**

5950 Chef Menteur Highway  
New Orleans, Louisiana

(HEREINAFTER REFERRED TO AS "OWNER")

GENTLEMEN:

BIDDER, HAVING EXAMINED DRAWINGS AND SPECIFICATIONS, AND HAVING PERSONALLY VISITED AND INSPECTED SITE AND BEING FULLY FAMILIAR WITH EXISTING CONDITIONS AND REQUIREMENTS SURROUNDING THE CONSTRUCTION OF:

Banner Chevrolet  
Parts Storage Building  
5950 Chef Menteur Highway  
New Orleans, Louisiana

HERE DOES PROPOSE TO COMPLETE THE ABOVE WORK IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY:

ROZAS-WARD/a.i.a. architects, inc.  
1010 Common Street, Suite 2750  
New Orleans, Louisiana 70112  
504.524.4375

AT PRICE NAMED BELOW, WHICH SHALL COVER ALL EXPENSES INCURRED IN PERFORMING ALL THE WORK:

LUMP SUM \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

**ALTERNATE NO.1:** CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS TO INSTALL METAL WALL PANELS IN LIEU OF PRE-CAST CONCRETE WALL PANELS FOR THE SUM OF:

DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

NOTE: AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, AMOUNT INDICATED IN WRITING SHALL BE CONSIDERED AS AMOUNT OF THIS BID. ANY BID THAT FAILS TO INDICATE PRICES IN BOTH WORDS AND FIGURES MAY BE DEEMED INFORMAL AND REJECTED.

BIDDER HEREBY AGREES TO COMMENCE WORK UNDER THIS CONTRACT ON OR BEFORE A DATE SPECIFIED IN A WRITTEN "NOTICE TO PROCEED" AND TO FULLY COMPLETE THE WORK ***WITHIN ONE HUNDRED AND EIGHTY DAYS (180) CONSECUTIVE CALENDAR DAYS*** SUBJECT TO ADJUSTMENTS OF COMPLETION TIME IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SUBJECT TO LIQUIDATED DAMAGES PER CALENDAR DAY FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME STIPULATED.

***TWO HUNDRED DOLLARS (\$200.00) LIQUIDATED DAMAGES WILL BE ASSESSED PER CALENDAR DAY OF DELAY, FOR FAILURE TO COMPLETE ALL THE WORK WITHIN THE STIPULATED TIME.***

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

\_\_\_\_\_  
(list by number)

BIDDER, IF NOTIFIED OF ACCEPTANCE OF HIS BID WITHIN SIXTY (60) DAYS AFTER TIME SET FOR OPENING OF BIDS, AGREES TO EXECUTE A CONTRACT FOR WORK ACCEPTED BY OWNER IN AN ACCEPTABLE NOTARIAL FORM WITHIN TEN (10) DAYS OF NOTIFICATION.

CONTRACTOR'S STATE LICENSE REGISTRATION NO. \_\_\_\_\_

RESPECTFULLY SUBMITTED,

SEAL (IF BID IS BY CORPORATION)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY & STATE

BIDDING CONTRACTOR MUST SUBMIT COMPANY OR CORPORATION AUTHORIZATION EMPOWERING THE SIGNATURE OF THIS BID PROPOSAL.

IF BIDDING CONTRACTOR IS A PARTNERSHIP, GIVE FULL NAME OF ALL PARTNERS AS FOLLOWS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION 00300**



## **SECTION 00700 - GENERAL CONDITIONS**

### **GENERAL CONDITIONS**

The General Conditions of the Contract for Construction, A.I.A., Document A201, 1997, Articles 1 through 14 inclusive, of the American Institute of Architects, are the General Conditions of this Contract and are hereby incorporated by reference.

The Contractor shall acquaint himself with the provisions of the General Conditions and notify all sub-contractors, suppliers and other parties, individuals and agencies engaged on the work as to their contents.

Copies of this document will be furnished to the Contractor by the Architect upon request, or may be examined in the Architect's office.

No contractual adjustments will be permitted for failure of the Contractor to fully acquaint himself and other interested parties with the conditions of A.I.A. Document A201.

The General Conditions of the Contract have been amended and supplemented for the project and such amendments and supplements are included in Section 00800 of the Project manual.

**END OF SECTION 00700**



## **SECTION 00800 - SUPPLEMENTARY CONDITIONS**

The following supplements, modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition, and specifically are made a part of the Contract Documents. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in full effect.

### **ARTICLE 1: GENERAL PROVISIONS:**

#### **a. 1.1 BASIC DEFINITIONS.**

Add the following paragraphs after subparagraph 1.1.7:

##### **1.1.8 MISCELLANEOUS DEFINITIONS**

1.1.8.1 Terms "building code," and "code," refer to regulations of governmental entities having jurisdiction.

1.1.8.2 "Acceptable," "required," and "as directed" refer to or indicate work or materials that may be acceptable or approved by the Architect, as the Owner's agent, only to the extent the work or materials conform to the requirements of the Contract Documents and in no way shall be interpreted to imply any responsibility on the part of the Architect concerning the Contractor's obligations under Paragraphs 3.3, 3.11, 3.12, 4.2, and 10.2.

1.1.8.3 Term "similar" means in its general sense and not necessarily identical.

1.1.8.4 Terms "shown," "indicated," "detailed," "noted," "scheduled," and terms of similar import, refer to requirements contained in Contract Documents.

1.1.8.5 The terms "knowledge" and "recognize", their respective derivatives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, or should know, recognizes, or should recognize, in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms of the Contract Documents shall be interpreted to mean reasonably inferable by a bidding the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents."

#### **b. 1.2 EXECUTION, CORRELATION AND INTENT**

Add the following sentence to paragraph 1.2.3:

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

#### **c. 1.13 THE WORK**

A. Add the phrase ", Subcontractors, sub-contractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents", after the word "Contractor" in the fifth line of subparagraph 1.13.

**ARTICLE 2: OWNER:**

a. 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 For this particular Project (Work), the Contractor shall be furnished, free of charge, eight sets of the drawings and project manual. Additional sets requested by the Contractor will be furnished at reproduction cost.

b. 2.5 ADDITIONAL RIGHTS

New paragraph 2.5. is hereby added to the General Conditions to provide in its entirety as follows:

2.5.1 The Owner's rights provided under Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents."

**ARTICLE 3: CONTRACTOR:**

a. 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following paragraphs to 3.2.1:

3.2.1.1 After notifying Architect, in writing, of any error, inconsistency, or omission discovered in the Contract Documents, Contractor shall not proceed with any work so affected without Architect's written decision, in accordance with Paragraphs 4.2.11, 4.2.12 and 4.2.13.

3.2.1.2 The Architect shall have the final authority to determine whether any change or modification should be made, and no change or modification of any kind shall be made except on the Architect's written instructions.

b. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 In the second sentence delete the phrase: "... unless Contract Documents give other specific instructions concerning these matters."

3.3.2 In the fourth line delete the phrase: "... under a contract with the Contractor."

Add the following paragraph:

3.3.5 The Contractor shall be solely responsible for all grades, lines and levels and responsible for the work being within the permissible limits established by survey required by Paragraph 2.2.2.

c. 3.4 LABOR AND MATERIALS

Add the following paragraphs:

3.4.3 All products specified in the Project Manual or indicated on Drawings by manufacturer's name, catalog or model number have been selected on the basis of appearance, performance, dimension, quality or function. Only the product specified or indicated on Drawings will be accepted, unless other products are approved by the Architect in accordance with provisions of the bidding requirements or General Requirements of the Specifications. The term "equal" or "or equal", used in the Specifications is defined as meaning "equal in the opinion of the Architect".

3.4.4 A request made by the Contractor for a substitution is a representation to the Architect as follows:

- .1 The Contractor has investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
- .2 The Contractor will provide the same warranty for the substitute product as for that specified.
- .3 The Contractor waives all claims for additional costs related to the substitution, unless specifically included with the request.
- .4 The Contractor will coordinate the installation of the accepted substitute, making such changes as may be required to complete the Work in all respects.

d. 3.5 WARRANTY

Subparagraph 3.5.1 is hereby amended by substituting the word "shall" for the word "may" in the ninth line of the subparagraph.

Add the following sentence at the end of subparagraph 3.5.1:

3.5.1 "The Contractor shall warrant and guarantee all material and workmanship for a period of one year from the date of recordation of a Certificate of Substantial Completion. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

Add the following paragraph:

3.5.2 All equipment warranties shall take effect on the date of Substantial Completion of the Work or designated portion thereof which includes the items covered by warranties, not on the date of installation of any specific product.

e. 3.6 TAXES

Add the following paragraph:

3.6.2 Taxes include, without limitation, Old Age Pension, Unemployment and any other and all taxes imposed by local, City, Parish/County, State or Federal Governments and include such expenses or taxes as a part of the stipulated Contract sum. This requirement excludes taxes and assessments on real property comprising the site or Project.

f. 3.7 PERMITS, FEES AND NOTICES

Subparagraph 3.7.1 is hereby amended by (i) deleting the clause "unless otherwise provided in the Contract Documents, " in the first line of the subparagraph and (ii) adding a period after the word "Work" in the fourth line of the subparagraph and deleting the clause "which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded, except for the Building Permit."

Subparagraph 3.7.2 is hereby amended by adding the following clause after the word "Work" in the fourth line of the subparagraph: "including, without limitation, all applicable federal, state, and local equal opportunity laws, regulations, executive orders, or requirements."

Subparagraph 3.7.4 is hereby amended by (i) adding the words "any applicable" before the words "laws" in the second line of the subparagraph, (ii) substituting the word "prompt" for the word "such" in the third line of the subparagraph and (iii) substituting the clause "damages, losses, costs, and expenses" for the word "costs" in the fifth line of the subparagraph.

Add the following paragraphs:

3.7.5 Before any work begins, or within thirty (30) days from the date the Contract is executed, whichever occurs first, the Contractor, at his own expense, shall record the Contract and Bond or Bonds required with the Clerk of Court or Recorder of Mortgages of the Parish where the work is to be performed. Contractor shall furnish the Architect and Owner with a Certificate of Recordation, including date, time, book and folio number.

3.7.6 A photocopy of the building permit shall be delivered to the Architect and Owner as soon as it is obtained. Upon final completion, the Contractor shall deliver all original permits, licenses, and certificates to the Owner and shall deliver photocopies to the Architect."

3.7.7 The Contractor and the Subcontractors shall be registered under and comply with all Social Security Acts of the United States and of the State of Louisiana, as employers, regardless of the number of men employed. They shall be responsible and liable for all reports and payments under these statutes and shall save the Owner harmless from any liability under these statutes."

g. 3.9 SUPERINTENDENT

Add the following paragraph:

3.9.2 The superintendent shall be employed for this Project only, not for any other projects on or off this Project Site. The superintendent shall be on the site at all times work is underway. This person must be an employee of the Contractor; assignment of this responsibility to a subcontractor is not acceptable.

h. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Additional information is specified in DIVISION 1 - GENERAL REQUIREMENTS.

i. 3.13 USE OF SITE

Add the following paragraph:

3.13.2 The Owner shall have the privilege to use any and all portions of the site and the construction in accordance with Article 6, provided that such occupancy does not hamper the Contractor or prevent his efficient completion of the Contract. Such use shall not constitute an acceptance of the Contractor's work in whole or in part.

j. 3.14 CUTTING AND PATCHING

Additional information is specified in DIVISION 1 - GENERAL REQUIREMENTS.

k. 3.15 CLEANING UP

Additional information is specified in DIVISION 1 - GENERAL REQUIREMENTS.

l. 3.18 INDEMNIFICATION

Subparagraph 3.18.1 is hereby amended in its entirety to provide as follows:

Contractor assumes entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury (including death) or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the Work by the Contractor, his agents, servants and employees, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, including losses, expenses or damages sustained by the Owner of the Architect. To the fullest extent permitted by law, the Contractor shall and does hereby indemnify, defend, and hold harmless the Owner, Architect and their respective, officers, agents, servants, and employees from any and all such losses, expenses, damages,

demands and claims and shall defend any suit or action brought against Owner and Architect and their officers, agents, servants and employees, or any of them, based on any such alleged injury or damage, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, and shall pay all damages, costs, and expenses, including reasonable attorneys fees in connection therewith or resulting therefrom. If there are such injuries or alleged injuries or damage or alleged damage unsettled when the Work is complete, final settlement between the Owner and the Contractor shall be deferred until such claims are adjusted or suitable special indemnity acceptable to the Owner is provided by Contractor.

The Contractor shall and does hereby indemnify and save Owner and Architect harmless from all liens, claims and demands arising out of the services, labor, equipment and material furnished by Contractor and any of Contractor's employees, agents, Subcontractors and his or their material men in connection with the Contract or arising out of or in connection with any act or representation of the Contractor, his agents, employees and Subcontractors and his or their material men.

m. 3.19 CONTRACTOR QUALIFICATIONS

Add the following:

3.19.1 On any contracts or subcontracts in the amount of \$50,000 or more, the Contractor or subcontractor must be duly licensed under Louisiana's Contractors Licensing Law, R.S. 37:2150 et seq. The Contractor shall be responsible for determining that all subcontractors are duly licensed and qualified in accordance with law.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT:**

a. 4.1 ARCHITECT

4.1.2 In the first sentence, fourth line, delete the word "Contractor".

b. 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.7 In the fifth sentence delete the phrase: "..., unless otherwise specifically stated by the Architect,".

c. 4.4 RESOLUTION OF CLAIMS AND DISPUTES

Add the following paragraph:

4.4.5 The interpretation of these Contract Documents, and any and all disputes, claims and actions arising from or in connection with this Contract shall be governed by the laws of the State of Louisiana, and the parties thereto designate the Civil District Court for the Parish of Orleans, State of Louisiana, as the forum for any such claims, disputes and actions.

d. 4.5 ARBITRATION

Delete this Article in its entirety, together with any references to arbitration elsewhere in the General Conditions, including but not necessarily limited to 4.1.4, 4.3.2, 4.3.4, 4.4.4, 8.3.1, 10.1.2, 11.3.9, and 11.3.10.

**ARTICLE 7: CHANGES IN THE WORK:**

a. 7.3 CONSTRUCTION CHANGES DIRECTIVES

Add the following paragraph 7.3.10:

7.3.10 In subparagraph 7.3.6, an allowance for the combined General Conditions costs (including, but not limited to, Supervision, Insurance, Taxes & Bonds), overhead and profit for Change Orders and Construction Change Directives included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost.
- .2 For the Contractor, for work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor, for work performed by that Subcontractor's or Sub-subcontractor's own force, 15 percent of the cost.
- .4 For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor.
- .5 Cost to which General Contractor overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

**ARTICLE 8: TIME:**

a. 8.1 DEFINITIONS

Delete paragraph 8.1.4 in its entirety and add the following paragraphs:

8.1.4 Contract Time shall be based on Consecutive Calendar Days (Weekdays, Saturdays, Sundays and Holidays inclusive). A Calendar Day is one of 24 hours beginning at 12:00 midnight.

8.1.5 Contractor shall commence work under this Contract on date specified in the Notice To Proceed and fully complete the Work of the Project within number of Consecutive Calendar Days (Weekdays, Saturdays, Sundays and Holidays included) stated in the Contract Documents.

b. 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Add the following subparagraphs:

8.3.1.1 Normal adverse weather according to the following table, which is based on National Oceanic and Atmospheric Administration records, shall not be cause for an extension of Contract time unless such extension is agreed to in writing between Contractor and Owner:

MONTHLY NORMAL ADVERSE WEATHER (CALENDAR DAYS)											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(11)	(9)	(7)	(6)	(5)	(7)	(10)	(9)	(7)	(4)	(6)	(9)

8.3.1.2 In planning the construction schedule within the agreed Contract Time, it shall be assumed that Contractor has anticipated amount of adverse weather conditions for season or seasons of year involved. Only those weather delays which prevent work on critical activities for 50% or more of the Contractor's scheduled work day and which are attributable to other than normal weather conditions will be considered by Architect for extension of time.

**ARTICLE 9: PAYMENTS AND COMPLETION:**

a. 9.1 CONTRACT SUM

A. A new subparagraph 9.1.2 is hereby added to the General Conditions to provide in its entirety as follows:

"9.1.2 Notwithstanding anything to the contrary in the Contract Documents, the Owner may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of Owner to cure such default or failure of performance by the Contractor."

b. 9.2 SCHEDULE OF VALUES

Add the following paragraphs:

9.2.2 In general, the contract sum shall be distributed in accordance with the type of work designated by Technical Sections of the Specifications, and in the case of large projects, subdivided further into component parts of the Technical Sections as the Architect directs.

9.2.3 Total of all items shall be equal to total contract sum. This schedule, when approved by Architect, will be used only as basis for Contractor's applications for payment.

c. 9.3 APPLICATIONS FOR PAYMENT

Add the following paragraphs.

9.3.4 Retainage shall not be payable to the Contractor until Final Payment as provided in 9.10.

9.3.5 At the time when final payment for all work, less retainage, is requested a list of exceptions and a dollar value related thereto will be prepared by the Architect. A monetary value will be assigned to each item so that, if necessary in the opinion of the Architect, a supplementary retainage can be withheld in addition to the normal retainage, to cover such exceptions to acceptance.

d. 9.6 PROGRESS PAYMENTS

Delete 9.6.2 and substitute the following paragraph:

9.6.2 The Contractor shall promptly pay each Subcontractor and each supplier of equipment and material upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's and supplier's portion of the work, the amount to which said Subcontractor and supplier is entitled, reflecting the percentages actually retained from payments to the Contractor on account of such Subcontractor's and supplier's portion of the work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors and suppliers of equipment and materials in similar manner.

e. 9.8 SUBSTANTIAL COMPLETION

Add the following paragraphs:

9.8.1.1 As applicable, the Contractor shall comply with the provisions of the Private Works Act (R.S. 9:4801 et seq.) relating to preservation of claims, privileges and liens. Upon Substantial Completion of the Work and on the recommendations of the Architect, the Owner shall accept the work in accordance with the Certificate of Substantial Completion of the Work and provisions thereof. The Owner shall sign the Certificate of Substantial Completion of the Work, and the Contractor shall cause the Certificate to be recorded in the Mortgage Records of the Parish in which the work has been done. The Contractor shall provide the Owner with a Certificate of Recordation certifying that the Substantial Completion certificate has been recorded. Issuance of the Certificate of Substantial Completion does not constitute final acceptance.

9.8.4 The Work shall be considered accepted only upon formal recordation of a Certificate of Substantial Completion in the office of the Recorder of Mortgages for the Parish/County in which the Work is located in the State of Louisiana. The Contractor shall be responsible for the recordation of this document.

f. 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following paragraph:

9.10.2.1 Neither the final payment nor any part of the retained percentage shall become due until the applicable period for filing claims under the Private Works Act (R.S. 9:4801 et seq.) has expired and the Contractor delivers to the Owner a clear lien and privilege certificate issued by the Clerk of Court or Recorder of Mortgages in the parish where the project is located, certifying that no claims or privileges have been recorded against the property within no less than thirty (31) days after acceptance (substantial completion), and all affidavits, consents and releases specified in paragraph 9.10.2 have been submitted. Contractor shall also deliver to Owner a Lien Waiver (or Waiver of Lien) to the Owner.

g. 9.11 LIQUIDATED DAMAGES

Add the following Section 9.11:

9.11.1 The Contractor (and his Surety) should he fail to substantially complete the Work within the Contract Time or any properly granted extension thereof shall be liable for and shall pay to the Owner the sums stipulated in the Agreement as fixed, agreed and Liquidated Damages, not a penalty, for each calendar day of delay until the work is substantially complete. It is further understood and agreed that Contractor's failure to achieve Substantial Completion on the date set forth in the Agreement shall constitute a default and breach of the Contract, and that the Contractor specifically waives formal notice of default.

9.11.2 The Contract Time stated in consecutive calendar days and the Liquidated Damages stated in Dollars per Day shall be stated in the Agreement.

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY:**

- a. Subparagraph 10.1.4 is hereby deleted in its entirety.
- b. 10.1.1 Add "solely" after the word "be" in the first line.
- c. 10.2.5 Delete the clause "(other than damage or loss insured under property insurance required by the Contract Documents)" in the second and third lines.

**ARTICLE 11: INSURANCE AND BONDS:**

a. 11.1 CONTRACTOR'S LIABILITY INSURANCE

Add the following subparagraph to 11.1.1:

11.1.1.8 All insurance furnished in compliance with this Article shall include the Owner (and, where noted, the Architect) as additional insured and shall waive rights of subrogation against the Owner. Insurance shall be with a reliable company, of the Contractor's choice, acceptable to and approved by the Owner and authorized to do business in the State of Louisiana. The Owner so stated on all Insurance Certificates shall be as indicated in the Agreement. All such insurance policies required herein shall be endorsed to reflect and insure any occupancy by the Owner at time of such occupancy.

Add the following at the end of subparagraph 11.1.2:

*Such insurance coverage shall be maintained by insurance carriers acceptable to Owner in all respects, authorized to do business in the state where the Work is located, shall specifically insure the Owner, and shall be maintained until the entire Work is completed and accepted by Owner, except that the completed operations coverage referred to below shall be maintained for an additional one year period following completion of the Work and acceptance by the Owner. The types of coverage and the limits of such coverage required by this subparagraph areas follows:*

Type of Coverage

Limit's of Coverage

**Workers' Compensation  
Insurance**

Statutory

**Employers's Liability  
Insurance**

\$1,000,000  
Each Accident  
\$1,000,000  
Disease - Each  
Employee

**Automobile Liability Insurance  
(Applying to all Owned, Non-Owned,  
& Hired Vehicles)**

\$1,000,000  
Each Accident

Combined single limit per accident for bodily injury and property damage.

**Comprehensive Commercial General  
Liability Insurance including:**

**Combined Single Limit for Bodily Injury &  
Property Damage**

\$1,000,000

**Blanket Contractual  
Products and Completed Operations Hazard  
Broad Form Property Damage  
Personal Injury**

Included  
Included  
Included  
Included

The General Liability coverage is to be on an "occurrence" policy form.

The general aggregate, if any, shall apply separately to this project/location.

Products and completed operations insurance shall be maintained for a minimum period of two (2) years after final payment and General Contractor shall continue to provide evidence of such coverage to Owner or on an annual basis during the aforementioned project.

If any of the work performed under contract includes blasting, excavating, pile driving, moving, shoring, underpinning, razing, or demolition of any structure or removal or rebuilding of any structural support thereof, or any subsurface or underground work, the Commercial General Liability Insurance policy shall include coverage for the explosion, collapse, and underground hazards.

**Excess Liability Insurance  
(Umbrella Form)**

\$5,000,000

**Deductibles & Self-Insured Retentions** Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Subparagraph 11.1.3 is hereby revised in its entirety to provide as follows:

"11.1.3 Prior to commencement of the Work, the Contractor shall furnish to the Owner certificates of insurance, acceptable to Owner, evidencing the insurance coverage required by the Contract Documents, which certificates shall contain a provision that the coverage afforded under the policies shall not be cancelled, terminated, or modified in any manner unless Owner has received at least thirty days prior written notice thereof. For any insurance coverage that is to remain in effect after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

**Add the following paragraphs in their entirety:**

11.1.4 The Contractor shall not permit any Subcontractor employed by him to enter upon or to continue the performance of any portion of the Work unless such Subcontractor shall have obtained insurance of the types and in the amounts as pertain to each Subcontractor's contract. Excess liability insurance shall only be required by the prime contractor. The Contractor shall indemnify the Architect and the Owner for any loss suffered by them, or either of them, by reason of the failure of any Subcontractor to maintain such insurance.

11.1.4 The Contractor shall purchase and maintain insurance as required in this Agreement, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance required under this section is to be placed with insurers with a Best's rating of no less than A:VII.

b. **11.3 PROPERTY INSURANCE**

Delete Section 11.3.1 in its entirety and substitute the following:

**11.3.1 Builders' Risk Insurance.** The contractor shall purchase and maintain, during the life of this Contract, property insurance on an all risk policy including flood and earth movement, and shall insure, among other perils, the perils of fire and extended coverage and physical loss and damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for architect services and expenses required as a result of such insured loss. Should the Contractor desire to obtain broader Builders' Risk Insurance, the Contractor will purchase such broader coverage at its own expense. This insurance shall include interests of the

Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work. The coverage afforded under the policies shall be primary to any other insurance of the Owner. The Contractor shall abide by and conform to all recommendations and/or requests promulgated by the Underwriter in connection with Safety Engineer Practice.

Delete paragraph 11.3.7 in its entirety.

Subparagraph 11.3.9 is hereby amended in its entirety to read as follows:

11.3.9 During the life of the Contract, Contractor shall carry insurance with responsible insurance companies authorized to do business in the state in which the Work is to be performed and approved by Owner under a Contractor's floater ( or as an alternative, specific fire insurance with standard extended coverage and vandalism and malicious mischief endorsements) on all of the Contractor's machinery, equipment, tools, forms, scaffolding, construction sheds and similar property, rented or owned, used in the construction work but not becoming a part of the completed Work. Such policy shall provide that in the case of loss from any cause whatsoever there shall be no liability on the part of the Owner for property of this nature belonging to or rented by the Contractor or any Subcontractor or to any employee of the Contractor or Subcontractor. The Contractor's floater referred to herein may be an all risk or named peril policy; but if a named peril policy, it shall be written to include loss caused by the following perils: fire, lightning and the perils insured against under the extended coverage and vandalism and malicious mischief endorsements.

c. **11.4 PERFORMANCE BOND & PAYMENT BOND**

Add the following paragraph in its entirety

11.4.3 The Contractor, before commencing work, shall submit to the Architect a completed Performance Bond and Labor and Material Payment Bond, AIA Document A311. Said Bonds shall be written for the full amount of the contract by a Surety Company acceptable to the Owner and Architect. The Performance Bond shall remain in full force and effect for one year following the date of Substantial Completion to secure the performance of the Contractor's Guarantee. The executed Bond together with the bonding agent's power of attorney, shall be furnished to the Owner, along with the executed Contract, and the number of copies required by Owner for filing and recording purposes. The bond shall provide that the surety waives notice of and consents to any extension of time granted to the Contractor.

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK:**

a. 12.2 CORRECTION OF WORK

Add to 12.2.1 the following sentence:

Defective work includes but is not limited to movable or adjustable work which has not remained in good working order including hardware, weatherstripping, doors, windows, drawers, apparatus, machinery and electrical and mechanical equipment, except for normal wear.

**ARTICLE 13: MISCELLANEOUS PROVISIONS:**

a. 13.4 RIGHTS AND REMEDIES

A. New subparagraph 13.4.3 is hereby added to provide in its entirety as follows:

13.4.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents."

b. 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Paragraph 13.7, including subparagraph 13.7.1 is hereby deleted in its entirety.

c. Add the following paragraphs in their entirety as follows:

13.8 The expense of recording the Contract, Acceptance and Lien and Privilege Certificate shall be borne by Contractor.

13.9 Nothing in the Contract Documents shall be construed to discharge the Contractor, his employees, agents or Subcontractors from liability or negligence on the part of the Contractor, his employees, agents or Subcontractors.

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

a. 14.2 TERMINATION BY THE OWNER FOR CAUSE

Subparagraph 14.2.1 is hereby amended by adding thereto additional sub-subparagraph as follows:

.5 the filing by or against the Contractor of a proceeding for bankruptcy, arrangement, reorganization, or any other relief afforded debtors or affecting creditors under the United States Bankruptcy Code or under the laws of any state."



DIVISION

01

GENERAL REQUIREMENTS



## **SECTION 01010 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 PROJECT DESCRIPTION**

- A. The Work of this Contract consists of the construction of Banner Chevrolet Parts Storage Building, 5950 Chef Menteur Highway, New Orleans, Louisiana.**
- B. The Work includes site work, concrete paving, site drainage, metal building systems, interior construction, gypsum board partitions, painting, acoustical ceiling grid and tile, doors and frames, electrical, mechanical, etc.**
- C. Extra payment will not be authorized for relocation, removal, and/or temporary removal and reinstallation of any existing or newly installed construction (ducts, conduit, piping, wiring, fixtures, equipment, finishes, etc.) necessary to properly complete the Work, which could have been anticipated by careful examination of the site and the Documents. Such work shall be performed, without additional cost to the Owner.**
- D. The Work is to be conducted One (1) Phases.**

#### **1.3 OWNER-FURNISHED WORK AND MATERIALS**

- A. *Separate Contract Work: The Owner will furnish and install the following under separate contracts:* MIS cabling, phone equipment, computer equipment., furniture, security, signage, etc.**
- B. *Coordination: Separate contract work will be performed concurrently with the work of this Contract. Coordination of schedules of the contracts will be done by the Owner. Mutual responsibilities of separate contractors are specified in General Conditions Article 6.2.***

#### **1.4 USE OF THE PREMISES**

- A. *Contractor Use of the Premises:* During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited by the restriction of Contractor's operations to the portions of the interior of the building included in the Contract scope and the Owner's right to employ separate contractors on other work at the building.**
  - 1. Contractor shall move any stored products or construction equipment under the Contractor's control, which interfere with operations of the Owner and/or separate contractors.**
  - 2. Contractor shall obtain and pay for the use of additional storage or work areas needed for construction operations.**
  - 3. Contractor shall have access to premises for work during normal work hours.**
- B. *Limitations:* Limit use of the premises to construction activities in areas indicated.**
  - 1. Confine operations to areas within the work limits indicated. Portions of the building outside areas in which construction operations are indicated are not to be disturbed.**

2. Keep driveways, parking lot and entrances serving the premises clear and available to the Owner, its customers and other contractors at all times. Keep exits, exitways, passages and fire lanes clear at all times. Do not use these areas for parking and storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment outside the construction areas.
  3. Maintain the building site and building in a clean condition throughout the construction period. Remove all dirt, dust and soiling and repair all damage caused by operations under this Contract. Take all precautions to protect site improvements, the building, and the public during the construction period.
  4. Any work requiring power outages or drastic power fluctuations shall be scheduled with the Owner and approved at least one (1) week in advance.
  5. *Refer to section 01500 for additional requirements.*
- C. **Partial Owner Occupancy:** In accordance with General Conditions 9.9, the Owner has the right to occupy completed portions of the Work prior to Substantial Completion of the total Work.
- D. **Security:**
1. Owner-hired security personnel will be assigned during construction. Owner will monitor and secure work areas which are partially occupied prior to substantial completion.
  2. Construction workers shall be required to carry employer-furnished identification badges at all times they are working in the bank interior during this phase of the project.

#### **1.5 EXAMINATION OF SITE**

- A. **By executing the Contract, the Contractor represents that he has:**
1. Visited the site;
  2. Made due allowances for difficulties and contingencies to be encountered;
  3. Compared Contract Documents with work in place;
  4. Informed himself of existing conditions, and;
  5. Notified the Architect of ambiguities, inconsistencies, and errors discovered in the Contract Documents, or between the Contract Documents and existing conditions.
- B. **In accordance with General Conditions Article 5.7, each Subcontractor shall similarly represent that he has fulfilled the same responsibilities to the Contractor.**
- C. **Failure to visit the site and perform attendant responsibilities listed above shall not relieve the Contractor or any Subcontractor from their obligations, and no extra payment will be authorized for work related to conditions which can be determined by examination of the site and the Contract Documents.**

#### **PART 2 - PRODUCTS (Not Applicable)**

#### **PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION 01010**

## SECTION 01027 - APPLICATIONS FOR PAYMENT

### 1.1 GENERAL

- A. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. List of products.
    - e. List of principal suppliers and fabricators.
    - f. Schedule of submittals.
  2. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
  1. Include the following Project identification:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
    - h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  4. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
  5. Provide separate line items for initial cost of the materials, for each subsequent stage of

- completion, and for total installed value.
6. Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
    - a. Temporary facilities and items that are not direct cost of work-in-place may be shown as separate line items or distributed as general overhead expense.
  7. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- D. Applications for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
- E. Payment-Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- F. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- G. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- H. Transmittal: Submit 3 executed original copies of each Application for Payment to the Architect within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
  1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the payment.
  1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Submit each Application for Payment with Contractor's waiver of lien for the period of construction covered by the application.
    - a. Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien.
  4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
  1. List of subcontractors.

2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Submittal Schedule (preliminary if not final).
  6. List of Contractor's staff assignments.
  7. Copies of building permits.
  8. Copies of licenses from governing authorities.
  9. Certificates of insurance and insurance policies.
  10. Performance and payment bonds.
- K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
1. Administrative actions and submittals that shall precede or coincide with this application include the following:
    - a. Occupancy permits.
    - b. Warranties and maintenance agreements.
    - c. Test/adjust/balance records.
    - d. Maintenance instructions.
    - e. Meter readings.
    - f. Changeover information related to Owner's occupancy.
    - g. Final cleaning.
    - h. Application for reduction of retainage and consent of surety.
- L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Transmittal of Project construction records to the Owner.
  4. Certified property survey.
  5. Proof that taxes, fees, and similar obligations were paid.
  6. Removal of temporary facilities and services.
  7. Change of door locks to Owner's access.

## 1.2 PRODUCTS (Not Applicable)

## 1.3 EXECUTION (Not Applicable)

END OF SECTION 01027



## SECTION 01030 - ALTERNATES

### 1.1 GENERAL

- A. An alternate is an amount proposed by bidders and stated on the Bid Form for certain work that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
- C. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

### 1.2 PRODUCTS (Not Applicable)

### 1.3 EXECUTION



## SECTION 01040 - PROJECT COORDINATION

### 1.1 GENERAL

- A. This Section specifies requirements for project coordination including:
1. Coordination.
  2. Administrative and supervisory personnel.
  3. General installation provisions.
  4. Cleaning and protection.
- B. Coordination: Coordinate activities included in various Sections to assure efficient and orderly installation of each component. Coordinate operations included under different Sections that are dependent on each other for proper installation and operation.
1. Where installation of one component depends on installation of other components before or after its own installation, schedule activities in the sequence required to obtain the best results.
  2. Where space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service and repair.
  3. Make provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved outlining required coordination procedures. Include required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other activities to avoid conflicts and ensure orderly progress. Such activities include:
1. Preparation of schedules.
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Project closeout activities.
- E. Coordination Drawings: Prepare Coordination Drawings where close coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space necessitates maximum utilization of space for efficient installation of different components.
1. Show relationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. Refer to Division-15 Section "Basic Mechanical Requirements," and Division-16 Section "Basic Electrical Requirements" for requirements for mechanical and electrical installations.
- F. Staff Names: Within 15 days of Notice to Proceed, submit a list of Contractor's staff assignments, including Superintendent and personnel at the site; identify individuals, their duties and responsibilities, addresses and telephone numbers.
1. Post copies in the Project meeting room, the field office, and at each temporary telephone.

- G. **Inspection of Conditions:** The Installer of each component shall inspect the substrate and conditions under which Work is performed. Do not proceed until unsatisfactory conditions have been corrected.
- H. **Manufacturer's Instructions:** Comply with manufacturer's installation instructions and recommendations, to the extent that they are more stringent than requirements in Contract Documents.
- I. **Inspect material immediately upon delivery and again prior to installation.** Reject damaged and defective items.
- J. **Provide attachment and connection devices and methods necessary for securing each construction element.** Secure each construction element true to line and level. Allow for expansion and building movement.
- K. **Visual Effects:** Provide uniform joint widths in exposed Work. Arrange joints to obtain the best effect. Refer questionable choices to the Architect for decision.
- L. **Recheck measurements and dimensions, before starting installation.**
- M. **Install each component during weather conditions and project status that will ensure the best results.** Isolate each part from incompatible material as necessary to prevent deterioration.
- N. **Coordinate temporary enclosures with inspections and tests, to minimize uncovering completed construction for that purpose.**
- O. **Mounting Heights:** Where mounting heights are not indicated, install components at standard heights for the application indicated. Refer questionable decisions to the Architect.
- P. **Cleaning and Protection:** During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
  - 1. **Clean and maintain completed construction as often as necessary through the construction period.** Adjust and lubricate operable components to ensure operability without damaging effects.
  - 2. **Limiting Exposures:** Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure. Such exposures include:
    - a. Excessively high or low temperatures or humidity.
    - b. Water or ice.
    - c. Chemicals or solvents.
    - d. Heavy traffic, soiling, staining and corrosion.
    - e. Rodent and insect infestation.
    - f. Unusual wear or other misuse.
    - g. Contact between incompatible materials.
    - h. Theft or vandalism.

END OF SECTION 01040

## SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

### 1.1 GENERAL

- A. Definitions: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated refers to graphic representations, notes, or schedules on the Drawings, paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. Location is not limited.
- C. Directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Approved, when used in conjunction with the Architect's action on submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install describes operations at the Project Site including unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide means to furnish and install, complete and ready for the intended use.
- I. Installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term experienced, when used with the term Installer, means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authorities having jurisdiction.
- J. Project Site is the space available for performing construction activities, either exclusively or in conjunction, with others performing work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. Testing Agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- L. Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.
  - 1. Abbreviated Language: Language used in Specifications is abbreviated. Implied words and meanings shall be interpreted as appropriate. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the

- Contract Documents indicates.
2. Imperative and streamlined language is used. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
    - a. The words "shall be" are implied where a colon (:) is used within a sentence or phrase.
  - M. Abbreviations and Names: Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co.; available in most libraries.
  - N. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

## 1.2 ,PRODUCTS (Not Applicable)

## 1.3 EXECUTION (Not Applicable)

END OF SECTION 01095

## SECTION 01200 - PROJECT MEETINGS

### 1.1 GENERAL

- A. Summary: This Section specifies requirements for Project meetings including:
1. Pre-Construction Conference.
  2. Pre-Installation Conferences.
  3. Progress Meetings.
- B. Pre-construction Conference: Conduct a pre-construction conference after execution of the Agreement and prior to commencement of construction activities. Review responsibilities and personnel assignments.
1. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, subcontractors, suppliers, manufacturers, and other concerned parties shall be represented by persons authorized to conclude matters relating to the Work.
  2. Agenda: Discuss significant items that could affect progress, including the tentative construction schedule, critical sequencing, use of the premises, procedures for processing Change Orders and equipment deliveries.
- C. Pre-installation Conference: Conduct a pre-installation conference before each activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in the installation, and coordination or integration with other materials and installations that have preceded or will follow, shall attend. Advise the Architect of scheduled meeting dates.
1. Review progress of other activities and preparations for the activity under consideration at each conference, including time schedules, manufacturer's recommendations, weather limitations, substrate acceptability, compatibility problems and inspection and testing requirements.
  2. Record significant discussions, agreements and disagreements of each conference, along with the approved schedule. Distribute the meeting record to everyone concerned, promptly, including the Owner and Architect.
  3. Do not proceed if the conference cannot be successfully concluded. Initiate necessary actions to resolve impediments and reconvene the conference at the earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at regular intervals. Notify the Owner and Architect of scheduled dates. Coordinate meeting dates with preparation of the payment request.
1. Attendees: The Owner and Architect, each subcontractor, supplier or other entity concerned with progress or involved in planning, coordination or performance of future activities shall be represented by persons familiar with the Project and authorized to conclude matters relating to progress.
  2. Agenda: Review minutes of the previous progress meeting. Review significant items that could affect progress. Include topics appropriate to the current status of the Project.
  3. Contractor's Construction Schedule: Review progress since the last meeting. Determine

where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

4. Review the present and future needs of each entity present, including such items as:

- a. Time.
- b. Sequences.
- c. Deliveries.
- d. Off-site fabrication problems.
- e. Site utilization.
- f. Temporary facilities and services.
- g. Hazards and risks.
- h. Quality and Work standards.
- i. Change Orders.
- j. Documentation of information for payment requests.

E. Reporting: No later than 3 days after each meeting, distribute copies of minutes of the meeting to each party present and to parties who should have been present. Include a summary, in narrative form, of progress since the previous meeting.

END OF SECTION 01200

## SECTION 01300 - SUBMITTALS

### 1.1 GENERAL

- A. **Summary:** This Section specifies requirements for handling submittals.
- B. **General Procedures:** Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay.
1. **Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.**
  2. **Processing:** Allow two weeks for initial review. Allow more time if processing must be delayed for coordination with other submittals. The Architect will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.
    - a. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
  3. **Submittal Preparation:** Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
  4. **Submittal Transmittal:** Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.
    - a. **Transmittal Form:** Use AIA Document G 810. On the form record requests for data, and deviations from Contract Documents. Include Contractor's certification that information complies with Contract Documents.
- C. **Contractor's Construction Schedule:** Submit a fully developed, bar-chart type construction schedule, within 30 days of the date established for Commencement of the Work. Provide a separate bar for each construction activity and a vertical line to identify the first working day of each week. Use the breakdown of units of Work as indicated in the "Schedule of Values".
1. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  2. Prepare the schedule on sheets of stable transparency, or other reproducible media, of

- sufficient width to show data for the entire construction period.
3. Secure commitments for performing critical construction operations from parties involved. Coordinate each activity with other activities and show in proper sequence; include minor elements involved in the construction sequence. Indicate sequences necessary for completion of related portions.
  4. Coordinate the Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests and other schedules.
  5. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the Schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- D. Submittal Schedule: Submit the Submittal Schedule within 10 days of the Construction Schedule. Coordinate the Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Construction Schedule.
1. Prepare the Schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
    - a. Scheduled date for the first submittal.
    - b. Related Section number.
    - c. Name of subcontractor.
    - d. Description of the construction element covered.
    - e. Scheduled date the Architect's final release or approval.
- E. Distribution of Schedules: Distribute copies of the Construction and Submittal Schedules to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.
1. Updating: Revise each Schedule after each meeting or activity, where revisions have been made. Issue the updated Schedules concurrently with report of each meeting.
- F. Shop Drawings: Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Include the following information:
1. Dimensions.
  2. Identification of products and materials included.
  3. Notation of coordination requirements.
  4. Notation of dimensions established by field measurement.
  5. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
  6. Initial Submittal: Submit one correctable translucent print and one blue-line print for review; the reproducible print will be returned.
  7. Final Submittal: Submit 3 blue-line prints; if the Drawing is required for maintenance manuals submit 5 prints. 2 prints will be retained; the remainder will be returned. One of the prints returned shall be maintained as a "Record Document".
  8. Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.
- G. Product Data: Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable

information. Include the following information:

1. Manufacturer's printed recommendations.
  2. Compliance with recognized trade association standards.
  3. Compliance with recognized testing agency standards.
  4. Application of testing agency labels and seals.
  5. Notation of dimensions verified by field measurement.
  6. Notation of coordination requirements.
  7. Preliminary Submittal: Submit a preliminary single-copy where selection of options is required.
  8. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  9. Distribution: Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.
    - a. Do not permit use of unmarked copies of Product Data in connection with construction.
- H. Samples: Submit full-size Samples cured and finished as specified and identical to the product proposed. Mount, display, or package Samples to facilitate review. Prepare Samples to match the Architect's Sample. Include the following:
1. Generic description.
  2. Source.
  3. Product name or name of manufacturer.
  4. Compliance with recognized standards.
  5. Availability and delivery time.
  6. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics, and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.
    - a. Refer to other Sections for Samples that illustrate details of assembly, fabrication techniques, workmanship, connections, operation and similar characteristics.
    - b. Refer to other Sections for Samples to be returned for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
  7. Preliminary submittals: Where Samples are for selection of characteristics from a range of choices, submit a full set of choices for the product. Preliminary submittals will be reviewed and returned indicating selection and other action.
  8. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken. Maintain Sample sets at the Project site, for quality comparisons.

- a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- I. Distribution: Prepare additional sets for subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.
  - J. Architect's Action: Except for submittals for record, information or similar purposes, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.
    1. Action Stamp: The Architect will stamp each submittal with a self-explanatory action stamp. The stamp will be appropriately marked to indicate action taken.

END OF SECTION 01300

## SECTION 01500 - TEMPORARY FACILITIES

### 1.1 GENERAL

- A. Summary: This Section specifies temporary services and facilities, including utilities, construction and support facilities, security and protection. Provide facilities ready for use. Maintain, expand and modify as needed. Remove when no longer needed, or replaced by permanent facilities.
- B. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.
- C. Submittals: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities. Submit a schedule showing implementation and termination of each temporary utility within 15 days of commencement of the Work.
- D. Regulations: Comply with applicable laws and regulations.
- E. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
  - 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared by AGC and ASC.
  - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- F. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- G. Conditions of Use: Keep facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload, or permit facilities to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.
- H. Materials and Equipment: Provide new materials and equipment; if acceptable to the Architect, undamaged previously used materials and equipment in serviceable condition may be used. Provide materials and equipment suitable for the use intended.
  - 1. Lumber and Plywood: Comply with requirements in Section "Rough Carpentry." Provide fire treated lumber and plywood for sheds and offices. Provide minimum 5/8" thick exterior plywood for other uses.
  - 2. Tarpaulins: Waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
  - 3. Open-Mesh Fencing: 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

- I. Temporary Utility Installation: Engage the local utility company to install temporary service or connect to existing service. Arrange for a time when service can be interrupted to make connections. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  1. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction. Sterilize water piping prior to use. Provide 3/4" heavy-duty, rubber hoses 100 ft. long with shut-off nozzle at each outlet.
  2. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear. Install service underground.
    - a. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage.
    - b. Electrical Outlets: Provide properly configured NEMA polarized outlets. Provide outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
    - c. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to traffic.
  3. Lighting: Provide temporary lighting with local switching to fulfill security requirements and provide illumination for construction operations and traffic conditions.
    - a. Lamps and Light Fixtures: Provide general service incandescent lamps. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
  4. Telephones: Provide temporary telephone service for personnel engaged in construction. Provide a separate line for each office and first aid station. At each telephone, post a list of important telephone numbers.
- J. Temporary Construction and Support Facilities Installation: Locate for easy access. Maintain facilities until Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
  1. Provide incombustible construction for offices and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
  2. Temporary Heat: Provide temporary heat for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations; heating units shall have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel used. Coordinate ventilation requirements to produce the ambient condition required.
  3. Field Offices: Provide insulated, weathertight offices of size to accommodate personnel. Keep clean and orderly for use for small progress meetings.
  4. Storage and Fabrication Sheds: Install sheds, equipped to accommodate materials and equipment involved. Sheds may be open shelters or enclosed spaces within the building.

5. Toilets: Install self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Use of pit-type privies will not be permitted.
  6. Temporary Enclosures: Provide temporary enclosure for protection of construction from exposure, foul weather, other construction operations and similar activities. Where heat is needed and the building enclosure is incomplete, provide enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions.
    - a. Install tarpaulins securely, with incombustible framing. Close openings through floor or roof decks and horizontal surfaces with load-bearing construction.
  7. Collection and Disposal of Waste: Comply with NFPA 241 for removal of combustible waste. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose in a lawful manner.
  8. Rodent and Pest Control: Retain an exterminator or pest control company to perform extermination and control procedures so the project will be free of pests at Substantial Completion. Perform operations in a lawful manner using environmentally safe materials.
- K. Security and Protection Facilities Installation: Except for use of permanent fire protection as soon as available, do not change from use of temporary security and protection facilities to permanent facilities until Substantial Completion.
1. Fire Protection: Until fire protection is supplied by permanent facilities, install and maintain temporary fire protection of types needed to protect against predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
  2. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers. Locate fire extinguishers where effective for the intended purpose, but not less than one on each floor near each usable stairwell.
    - a. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
    - b. Store combustible materials in containers in fire-safe locations.
    - c. Provide supervision of welding operations, combustion type temporary heating units, and sources of fire ignition.
  3. Permanent Fire Protection: At the earliest date complete installation of the permanent fire protection facility, including connected services, and place into operation. Instruct key personnel on use of facilities.
  4. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of barricades. Paint appropriate warning signs to inform personnel and the public of the hazard being protected against. Where needed provide lighting, including flashing lights.
  5. Enclosure Fence: When excavation begins, install an barricade to enclose the portion sufficient to accommodate operations.

6. Security Enclosure and Lockup: Install temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism and theft. Where materials and equipment must be stored, provide a secure lockup.
- L. Operation: Enforce strict discipline in use of temporary facilities. Limit availability to intended use to minimize abuse. Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and the elements.
1. Maintain operation of enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis to achieve indicated results and to avoid damage.
  2. Prevent piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- M. Termination and Removal: Remove each facility when the need has ended, or replaced by a permanent facility, or no later than Substantial Completion. Complete or restore construction delayed because of interference with the facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
1. Temporary facilities are property of the Contractor.
  2. Remove paving that is not acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and fill that does not comply with requirements. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials. Repair or replace street paving, curbs and sidewalks at the temporary entrances.
  3. At Substantial Completion, renovate permanent facilities used during the construction period, including but not limited to:
    - a. Replace air filters and clean inside of ductwork and housings.
    - b. Replace worn parts and parts subject to unusual operating conditions.
    - c. Replace burned out lamps.

END OF SECTION 01500

## SECTION 01600 - MATERIALS AND EQUIPMENT

### 1.1 GENERAL

- A. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock.
  - 1. "Named Products" are items identified by manufacturer's product name, including make or model designation indicated in the manufacturer's product literature.
- B. "Materials" are products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- C. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
- D. Product List Schedule: A list of products required is included at the end of this Section. Prepare a schedule in tabular form showing each product. Include manufacturer's name and proprietary product names for each item. Coordinate the product schedule with the Contractor's Construction Schedule and Schedule of Submittals.
  - 1. Within 60 days of commencement of Work, submit 3 copies of the completed product list schedule. Provide an explanation for omissions, and variations from Contract requirements.
  - 2. The Architect will respond within 2 weeks of receipt of the Schedule. No response in this time constitutes no objection to products or manufacturers, but does not waive the requirement that products comply with Contract Documents. The Architect's response will include a list of unacceptable products.
- E. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
  - 1. When the Contractor has the option of selecting between two or more products, the product selected shall be compatible with products previously selected.
- F. Product Delivery, Storage, and Handling: Deliver, store and handle products in accordance with manufacturer's recommendations, using methods that will prevent damage, deterioration and loss.
  - 1. Inspect products on delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
  - 2. Store products to facilitate inspection and measurement of quantity or counting of units. Store heavy materials away from the structure in a manner that will not endanger supporting construction.
  - 3. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- G. Product Selection: Provide products that comply with the Contract Documents, are undamaged and unused at installation.
  - 1. Provide products complete with all accessories, trim, finish, safety guards and other