

PROJECT MANUAL

INCLUDING SPECIFICATIONS FOR A PROJECT TITLED:

USD 506 – MEADOW VIEW ELEMENTARY SCHOOL PAVING PROJECT

PROJECT LOCATED AT:

1377 21000 Road
Parsons, KS 67357

OWNER:

USD 506
PO BOX 189
401 South High School Street
Altamont, KS 67330



DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

**SECTION 00 01 15
LIST OF DRAWING SHEETS**

- C1.0 GENERAL NOTES**
- C2.0 PAVING PLAN**
- C3.0 GRADING PLAN**

END OF SECTION

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. USD506 LABETTE COUNTY SCHOOLS
- B. Address:
 - 1. 401 South High School Street
 - 2. Altamont, KS 67330

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. Echelon Arch + Design
- B. Address:
 - 107 N. Pennsylvania Ave
 - Independence, KS 67301

1.03 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to the Architect for the construction of a parking lot located at:
 - 1. 1377 21000 Road
 - 2. Parsons, KS 67357
 - Project Location Address 1
 - Parsons, Kansas67301

Before 2:00 pm local standard time on the 29th day of June, 2023
- B. Project: USD506 MEADOW VIEW ELEMENTARY PAVING PROJECT
- C. Project Description: Construction of new concrete drive entrances, bus lane & parking..
- D. Documents may be obtained only by general contract Bidders. Others may view the Bid Documents at the office of the Owner.
- E. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.
- F. Refer to other bidding requirements described in Document 00 21 13 - Instructions to Bidders.
- G. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- H. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.
- I. The Owner reserves the right to accept or reject any or all offers.

END OF SECTION

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
 - 3. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Availability
 - 2. Examination
 - 3. Inquiries/Addenda
 - 4. Product/Assembly/System Substitutions
- C. Site Assessment
 - 1. Site Examination
 - 2. Prebid Conference
- D. Qualifications
 - 1. Qualifications
 - 2. Subcontractors/Suppliers/Others
- E. Bid Submission
 - 1. Submission Procedure
 - 2. Bid Ineligibility
- F. Bid Enclosures/Requirements
 - 1. Agreement to Bond
 - 2. Insurance
 - 3. Bid Form Requirements
 - 4. Additional Bid Information
 - 5. Selection and Award of Alternates
- G. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.02 RELATED DOCUMENTS

- A. Document 00 41 00 - Bid Form
- B. Document 00 43 36 - Proposed Subcontractors Form
- C. Document 00 43 22 - Unit Prices Form.
- D. Document 00 43 23 - Alternates Form
- E. Document 00 43 25 - Substitution Request Form - During Procurement
- F. Document 00 73 00 - Supplementary Conditions:
 - 1. Insurance Requirements

INVITATION

2.01 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete project named USD506 MEADOW VIEW ELEMENTARY PAVING PROJECT for a Stipulated Sum contract, in accordance with Contract Documents.

2.02 CONTRACT TIME

- A. Perform the Work in 40 calendar days. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form Bid securities identified.
- B. Contract Documents: Defined in A201-2017 General Conditions including issued Addenda

3.02 AVAILABILITY

- A. Bid Documents may be obtained as outlined in Section 00 01 02 Project Information
- B. Bid Documents may be obtained at the office of Owner.
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes

3.03 EXAMINATION

- A. Bid Documents may be viewed at the office of Owner.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.04 INQUIRIES/ADDENDA

- A. Direct questions to Architect, email; sean@echelonad.com
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 3 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

3.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
 - 1. Project Manual establishes standards for products, assemblies, and systems.
 - 2. Provide sufficient information to determine acceptability of proposed substitutions.
 - 3. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- B. Substitution Request Form:
 - 1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- C. Review and Acceptance of Request:
 - 1. Architect may approve the proposed substitution and will issue an Addendum to known bidders.
 - 2. For approved substitutions, include representation of changes in the bid, if any, required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions will not be considered.
- D. See Section 01 25 00 - Substitution Procedures for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid

- B. The bidder is required to contact Owner at the following address and phone number in order to arrange a date and time to visit the project site: Kenyon Foister, Director of Maintenance kfoister@usd506.org.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit AIA A305.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Bids may be emailed to the Board Office to the following address: Cdean@usd506.org Upon receipt of the bid an email will be sent indicating the bid was received. Emailed bids will not be opened or printed until the Bid time.
- D. Improperly completed information, irregularities in bid bond, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- E. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond
- B. Include the cost of performance assurance bonds in the Bid Amount.

7.03 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

7.04 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.05 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Supplementary Conditions.
- B. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00 73 00 - Supplementary Conditions .

7.06 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 - 1. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
 - 2. Document 00 43 22 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
 - 3. Document 00 43 25 - Substitution Request Form - During Procurement.

7.07 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments.
- C. Bids will be evaluated on the total of the base bid price and all of the Alternates. After determination of the successful bidder, consideration will be given to which Alternates will be included in the Work.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Notice To Proceed.

END OF SECTION

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. USD506 Labette County Schools
XYZ Corporation
Project Location Address 1
Parsons, Kansas67301

1.02 FOR:

- A. Project: USD506 MEADOW VIEW ELEMENTARY PAVING PROJECT
- B. Project Location
 - 1. 1377 21000 Road
 - 2. Parsons, KS 67357Project Location Address 1
Parsons, Kansas67301

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
 - 1. Address _____
 - 2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by the Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security Bid Bond as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of acceptance of this bid.

1.07 CONTRACT TIME

- A. If this bid is accepted we will complete the Work in 40 calendar days from Notice to Proceed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - ITEM VALUE
- C. 6" concrete paving - SF - \$ _____
 - 1. price should include concrete, reinforcing, granular base rock, forms, & labor
- D. 4" Concrete paving - SF - \$ _____
 - 1. price should include concrete, reinforcing, granular base rock, forms, & labor

- E. Paving demo - SF - \$ _____
 - 1. price should include concrete, reinforcing, granular base rock, forms, & labor
- F. Grading - CY - \$ _____
 - 1. Include existing material removal & importing new material (including compaction)

1.09 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. _____ percent overhead and profit on the net cost of our own Work;
 - 2. _____ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.

1.11 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. _____
- H. (Authorized signing officer, Title)

1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

**SECTION 00 43 36
PROPOSED SUBCONTRACTORS FORM**

PARTICULARS

HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
(BIDDER) _____

TO (OWNER): XYZ CORPORATION

DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS
AND COORDINATED BY US:

LIST OF MAJOR SUBCONTRACTORS

WORK SUBJECT SUBCONTRACTOR NAME

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____
- I. _____
- J. _____
- K. _____

END OF SECTION

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

**SECTION 00 50 00
CONTRACTING FORMS AND SUPPLEMENTS**

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. The Agreement and General Conditions are based on AIA A105-2007.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310
 - 2. Performance and Payment Bond Form: AIA A312
- C. Post-Award Certificates and Other Forms:
 - 1. Certificate of Insurance Form from Insurance Provider
 - 2. Application for Payment Forms: AIA G702 with AIA G703
 - 3. Construction Schedule Form:
- D. Clarification and Modification Forms:
 - 1. Request for Interpretation Form:
 - 2. Substitution Request Form: CSI/CSC Form 1.5C (During the Bidding/Negotiating Stage)
 - 3. Proposal Request Form: AIA G709
- E. Closeout Forms:

1.03 REFERENCE STANDARDS

- A. AIA A105-2007 - Standard Short Form of Agreement Between Owner and Contractor 2007.
- B. AIA A310 - Bid Bond 2010.
- C. AIA A312 - Performance Bond and Payment Bond 2010.
- D. AIA G702 - Application and Certificate for Payment 1992.
- E. AIA G703 - Continuation Sheet 1992.
- F. AIA G709 - Proposal Request 2018.
- G. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage) Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

DRAFT AIA® Document A105® - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« USD506 Labette County Schools »« »
« P.O. Box 189 »
« 401 S. High School Street »
« Altamont, KS 67330 »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«USD506 MEADOW VIEW PAVING»
« 1377 21000 Road »
« Parsons, KS 67357 »

The Architect:
(Name, legal status, address and other information)

« Echelon Architecture & Design »« »
« P.O. Box 373 »
« 107 N. Penn. Ave., Suite 2F »
« Independence, KS 67301 »

The Owner and Contractor agree as follows.

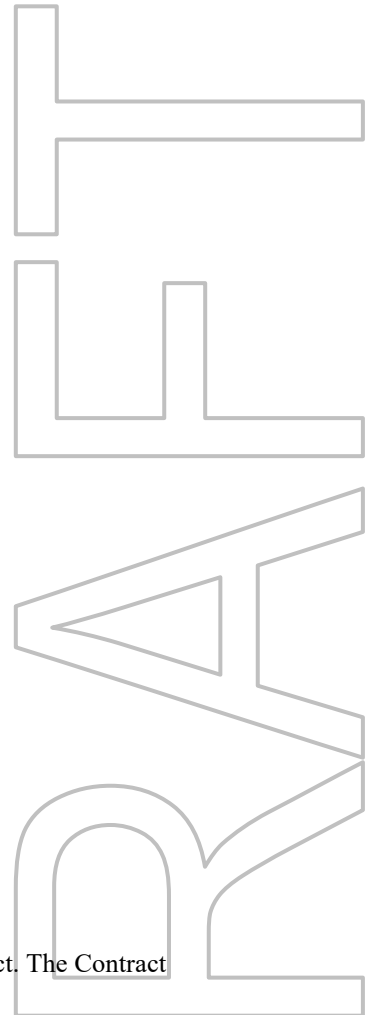
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date
C1.0	GENERAL NOTES	
C2.0	PAVING PLAN	
C3.0	GRADING PLAN	

Specifications:

Section	Title	Pages
00 01 10	TABLE OF CONTENTS	
00 01 15	LIST OF DRAWINGS	
00 11 13	ADVERTISEMENT FOR BIDS	
00 21 13	INSTRUCTION TO BIDDERS	
00 41 00	BID FORM	

00 43 36	PROPOSED
00 50 00	SUBCONTRACTORS FORM
01 30 00	CONTRACTING FORMS & SUPPLEMENTS
01 40 00	ADMINISTRATIVE REQUIREMENTS
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01 57 13	TEMPORARY UTILITIES
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01 70 00	PRODUCT REQUIREMENTS
01 74 19	EXECUTION & CLOSEOUT REQUIREMENTS
01 21 00	CONSTRUCTION WASTE MANAGEMENT & DISPOSAL ALLOWANCES

.3 addenda prepared by the Architect as follows:

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

« The date of commencement shall be set forth in a written notice to proceed »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[] Not later than « forty » (« 40 ») calendar days from the date of commencement.

[] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work

Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
ARCHITECTURAL CONSTRUCTION CONTINGENCY ALLOWANCE	\$10,000.00

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
6 INCH CONCRETE PAVING	SF	
4 INCH CONCRETE PAVING	SF	
PAVING DEMO	SF	
GRADING	CY	

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « one million » (\$ « 1,000,000.00 ») each occurrence, « two million » (\$ « 2,000,000.00 ») general aggregate, and « two million » (\$ « 2,000,000.00 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « five hundred thousand » (\$ « 500,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « five hundred thousand » (\$ « 500,00.00 ») each accident, « five hundred thousand » (\$ « 500,000.00 ») each employee, and « five hundred thousand » (\$ « 500,000.00 ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

11.2.1 Any claim for extension on time shall be submitted to the Architect in writing within seven (07) days of the day of the delay, otherwise it will be waived. In the event of extensions of time caused by adverse weather, such extension will only be granted if it prevented the execution of major items of Work described 8.2, 8.3 & 8.3.1 or as otherwise described as critical path construction elements on normal working days and exceeds the number of anticipated days. The following are considered reasonable anticipated days of adverse weather on a monthly basis and shall be included in the contract time.

- | | |
|----------------------|--------------------|
| a. January – 10 days | July – 5 days |
| b. February – 9 days | August – 5 days |
| c. March – 7 days | September – 3 days |
| d. April – 6 days | October – 4 days |
| f. May – 4 days | November – 6 days |
| g. June – 5 days | December – 7 days |

h. Adverse weather days beyond the total allotted yearly number (71) will be allowed to extend contract time, only if approved and authorized by the Architect & Owner.

11.2.2 The definition of adverse weather day is a day where at least four (04) hours of work during a critical path, during the hours of 7:00 AM to 6:00 PM cannot be completed because of weather conditions beyond the control of the contractor.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

<< >>

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)
« »

(Printed name and title)

CONTRACTOR (Signature)
« »

(Printed name and title)
LICENSE NO.:
JURISDICTION:



DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments
- B. Documentation of changes in Contract Sum and Contract Time
- C. Change procedures
- D. Procedures for preparation and submittal of application for final payment

1.02 RELATED REQUIREMENTS

- A. Section 00 50 00 - Contracting Forms and Supplements: Forms to be used.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703
- B. A facsimile of the Substitution Request Form required to be used on the Project is included after this section
- C. Forms filled out by hand will not be accepted.
- D. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit on a Monthly basis
- B. Provide itemized Invoice with completion percentages for each trade
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number
 - 2. Description of work
 - 3. Scheduled Values
 - 4. Previous Applications
 - 5. Work in Place and Stored Materials under this Application
 - 6. Authorized Change Orders
 - 7. Total Completed and Stored to Date of Application
 - 8. Balance to Finish
 - 9. Retainage
- D. Execute certification by signature of authorized officer
- E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work
- F. Include the following with the application:
 - 1. Partial release of liens from major subcontractors and vendors
 - 2. Affidavits attesting to off-site stored products

1.05 MODIFICATION PROCEDURES

- A. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- B. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.

3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- C. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 70 00.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

**SECTION 01 21 00
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contingency allowance.

1.02 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. Contingency Allowance: Include the stipulated sum/price of \$10,000.00 for use upon Owner's instructions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 25 00 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage) Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

3.02 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.03 ATTACHMENTS

- A. A facsimile of the Substitution Request Form required to be used on the Project is included after this section.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements
- B. Progress meetings
- C. Construction progress schedule
- D. Submittals for review and project closeout
- E. Number of copies of submittals
- F. Requests for Interpretation (RFI) procedures
- G. Submittal procedures

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI)
 - 2. Requests for substitution
 - 3. Shop drawings, product data, and samples
 - 4. Test and inspection reports
 - 5. Design data
 - 6. Manufacturer's instructions and field reports
 - 7. Applications for payment and change order requests
 - 8. Progress schedules
 - 9. Coordination drawings
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion
 - 11. Closeout submittals

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at intervals agreed upon by all parties.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. Contractor or Contractors Rep
 - 2. Architect
- D. Agenda:
 - 1. Review of work progress
 - 2. Field observations, problems, and decisions
 - 3. Identification of problems that impede, or will impede, planned progress
 - 4. Review of submittals schedule and status of submittals
 - 5. Review of RFIs log and status of responses
 - 6. Review of off-site fabrication and delivery schedules
 - 7. Maintenance of progress schedule
 - 8. Corrective measures to regain projected schedules
 - 9. Effect of proposed changes on progress schedule and coordination
 - 10. Other business relating to work
- E. Record minutes and distribute copies within two days after meeting to participants

3.02 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 14 days after Notice to Proceed, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- B. Within 10 days after joint review, submit complete schedule.

3.03 REQUESTS FOR INTERPRETATION (RFI)

- A. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - 2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- B. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question may incur time charges assessed to the Contractor if it becomes excessive.
- C. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Discrete and consecutive RFI number, and descriptive subject/title.
 - 2. Issue date, and requested reply date.
 - 3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 4. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 5. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- D. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- E. Review Time: Architect will respond and return RFIs to Contractor within five calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- F. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Architect.
 - 1. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data
 - 2. Shop drawings
 - 3. Samples for selection
 - 4. Samples for verification

- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data
 - 2. Certificates
 - 3. Test reports
 - 4. Inspection reports
 - 5. Manufacturer's instructions
 - 6. Manufacturer's field reports
 - 7. Other types indicated
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Final Correction Punch List for Substantial Completion.
- B. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 - 1. Project record documents
 - 2. Operation and maintenance data
 - 3. Warranties
 - 4. Bonds

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents prior to submission to Architect.
 - 3. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 7 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - 4. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 5. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
- B. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Do not reproduce Contract Documents to create shop drawings.
 - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

- C. Samples Procedures:
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 - 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.

3.09 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved"
 - b. "Approved as Noted, Resubmission not required"
 - 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit"
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected"
 - 1) Submit item complying with requirements of Contract Documents.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals
- B. Quality assurance
- C. References and standards
- D. Testing and inspection agencies and services
- E. Control of installation
- F. Tolerances
- G. Defect Assessment

1.02 REFERENCE STANDARDS

- A. IAS AC89 - Accreditation Criteria for Testing Laboratories 2021.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit a digital copy of report to Architect and to Contractor.

1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.
- B. Quality-Control Personnel Qualifications. Engage a person with requisite training and experience to implement and manage quality assurance (QA) and quality control (QC) for the project.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform specified testing.

1. Testing services shall include the following:
 - a. Concrete test
 - 1) 4 cylinders per 100 yards/day or per day placed. Cylinders shall be tested for compressive strength at 7, 14 and 28 days with one cylinder to be held in reserve.
 - 2) Slump Test. One for each 100 yard/day or per day placed
 - 3) Air Entrainment test: one for each 100 yard/day or per day placed
 - B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

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

3.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.

- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

**SECTION 01 51 00
TEMPORARY UTILITIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity and water.

1.02 TEMPORARY ELECTRICITY

- A. Cost: By Owner.
- B. Connect to Owner's existing power service.
 - 1. Do not disrupt Owner's need for continuous service.
 - 2. Exercise measures to conserve energy.
- C. Provide temporary electric feeder from existing building electrical service at location as directed.

1.03 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 57 13 TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Performance bond.
- E. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.02 RELATED REQUIREMENTS

- A. Section 32 11 23 - Aggregate Base Courses: Temporary and permanent roadways.

1.03 REFERENCE STANDARDS

- A. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus 2021.
- B. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity 2022.
- C. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles 2015.
- D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles 2015a (Reapproved 2023).
- E. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile 2021a.
- F. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples 2017 (Reapproved 2021).
- G. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit Current Edition.
- H. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control 1995.

1.04 PERFORMANCE REQUIREMENTS

- A. Comply with requirements of EPA (NPDES) for erosion and sedimentation control, as specified by the NPDES, for Phases I and II, and in compliance with requirements of Construction General Permit (CGP), whether the project is required by law to comply or not.
- B. Comply with all requirements of Kansas for erosion and sedimentation control, even though this project is not required by law to comply.
- C. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- D. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
- E. Provide to Owner a Performance Bond covering erosion and sedimentation preventive measures only, in an amount equal to 100 percent of the cost of erosion and sedimentation control work.
- F. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- G. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.

1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- H. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
1. Control movement of sediment and soil from temporary stockpiles of soil.
 2. Prevent development of ruts due to equipment and vehicular traffic.
 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- I. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
1. Prevent windblown soil from leaving the project site.
 2. Prevent tracking of mud onto public roads outside site.
 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- J. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- K. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- L. Open Water: Prevent standing water that could become stagnant.
- M. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Erosion and Sedimentation Control Plan:
1. Include:
 - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
 - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
 - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
 - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
 - e. Other information required by law.
 - f. Format required by law is acceptable, provided any additional information specified is also included.
 2. Obtain the approval of the Plan by authorities having jurisdiction.

3. Obtain the approval of the Plan by Owner.
- C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- B. Bales: Air dry, rectangular straw bales.
 1. Cross Section: 14 by 18 inches, minimum.
 2. Bindings: Wire or string, around long dimension.
- C. Bale Stakes: One of the following, minimum 3 feet long:
 1. Steel U- or T-section, with minimum mass of 1.33 pound per linear foot.
 2. Wood, 2 by 2 inches in cross section.
- D. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
 1. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D4751.
 2. Permittivity: 0.05 sec^{-1} , minimum, when tested in accordance with ASTM D4491/D4491M.
 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355/D4355M after 500 hours exposure.
 4. Tensile Strength: 100 pounds-force, minimum, in cross-machine direction; 124 pounds-force, minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.
 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
 6. Tear Strength: 55 pounds-force, minimum, when tested in accordance with ASTM D4533/D4533M.
 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- E. Silt Fence Posts: One of the following, minimum 5 feet long:
- F. Gravel: See Section 32 11 23 for aggregate.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.03 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
 1. Width: As required; 20 feet, minimum.
 2. Length: 50 feet, minimum.
 3. Provide at each construction entrance from public right-of-way.

4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of straw bales.
 1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
 2. Space sediment barriers with the following maximum slope length upslope from barrier:
 - a. Slope of Less Than 2 Percent: 100 feet.
 - b. Slope Between 2 and 5 Percent: 75 feet.
 - c. Slope Between 5 and 10 Percent: 50 feet.
 - d. Slope Between 10 and 20 Percent: 25 feet.
 - e. Slope Over 20 Percent: 15 feet.
 - D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
 2. Straw bale row blocking entire inlet face area; anchor into pavement.
 - E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
 - F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
 - G. Soil Stockpiles: Protect using one of the following measures:
 1. Cover with polyethylene film, secured by placing soil on outer edges.
 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
 - H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
 - I. Temporary Seeding: Use where temporary vegetated cover is required.

3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
 1. Excavate minimum of 6 inches.
 2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
 3. Place and compact at least 6 inches of 1 1/2 to 3 1/2 inch diameter stone.
- B. Silt Fences:
 1. Store and handle fabric in accordance with ASTM D4873/D4873M.
 2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
 3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
 4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
 5. Install with top of fabric at nominal height and embedment as specified.
 6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
 7. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
- C. Straw Bale Rows:

1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
 2. Install bales so that bindings are not in contact with the ground.
 3. Embed bales at least 4 inches in the ground.
 4. Anchor bales with at least two stakes per bale, driven at least 18 inches into the ground; drive first stake in each bale toward the previously placed bale to force bales together.
 5. Fill gaps between ends of bales with loose straw wedged tightly.
 6. Place soil excavated for trench against bales on the upslope side of the row, compacted.
- D. Temporary Seeding:
1. When hydraulic seeder is used, seedbed preparation is not required.
 2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
 3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
 4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
 5. Incorporate fertilizer into soil before seeding.
 6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
 7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
 8. Repeat irrigation as required until grass is established.

3.05 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
 1. Promptly replace fabric that deteriorates unless need for fence has passed.
 2. Remove silt deposits that exceed one-third of the height of the fence.
 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
 1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
 2. Remove silt deposits that exceed one-half of the height of the bales.
 3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Clean out temporary sediment control structures weekly and relocate soil on site.
- F. Place sediment in appropriate locations on site; do not remove from site.

3.06 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Re-use of existing products
- B. Transportation, handling, storage and protection
- C. Product option requirements
- D. Substitution limitations
- E. Procedures for Owner-supplied products
- F. Maintenance materials, including extra materials, spare parts, tools, and software

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Sample Submittals:
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns
 - 2. Digital Color Cards are not an approved submission. Where physical samples are available, provide for approval.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products containing lead, cadmium, or asbestos is not permitted

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor
 - 2. Arrange and pay for product delivery to site
 - 3. On delivery, inspect products jointly with Contractor
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items
 - 5. Arrange for manufacturers' warranties, inspections, and service
 - 6. A list of Owner-Supplied Products is attached following this section
- B. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner
 - 3. Handle, store, install and finish products
 - 4. Repair or replace items damaged after receipt

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures
- B. Requirements for alterations work
- C. Pre-installation meetings
- D. Cutting and patching
- E. Surveying for laying out the work
- F. Cleaning and protection
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures

1.02 RELATED REQUIREMENTS

- A. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- B. Section 01 50 00 - Temporary Facilities and Controls: Temporary interior partitions.

1.03 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.04 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect two days in advance of meeting date.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- G. Establish a minimum of two permanent bench marks on site, referenced to established control points.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Prohibit traffic from landscaped areas.
- D. Remove protective coverings only when no longer needed and possible damage is no longer a threat.

3.10 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Complete a preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion final inspection.
- C. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected.
- D. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

**SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- B. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- C. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site
 - 2. Burying on the project site
 - 3. Other illegal dumping or burying
- D. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION