

SEALED BID ENCLOSED



BID FROM: HOPE ENTERPRISES, LLC

100 DEVEREAUX DRIVE

NATCHEZ, MS 39120

MISSISSIPPI LICENSE NO: 24198-MC (Expiration: 03/10/2025)

BID TO: CITY OF NATCHEZ, MISSISSIPPI

MAYOR AND BOARD OF ALDERMAN

124 SOUTH PEARL STREET

NATCHEZ, MISSISSIPPI, 39120

BID FOR (PROJECT): NATCHEZ CITY AUDITORIUM HVAC REPLACEMENT BID PACKAGE NO.3

WAYCASTER PROJECT NO. (2216)

CITY OF NATCHEZ, MISSISSIPPI

BID DATE AND TIME: 2:30 P.M., THURSDAY, JANUARY 16, 2025





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amanda Jean Charfauros, David Ray Robertson, John E. Marchetti, John G. Raines, Kelli Burnum, Sherrill Kelley, Tammy D. Vernon**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

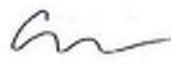
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

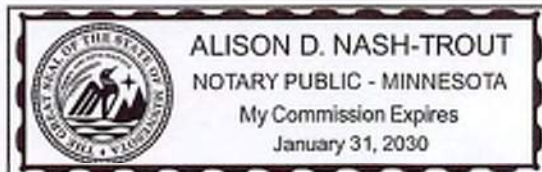
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of January, 2025

This Power of Attorney expires
January 31, 2030




Kara L.B. Barrow, Secretary





January 6, 2025

Acknowledged --
Hope Enterprises, LLC.
Blase Gaudet -- Manager --
1-16-2025

ADDENDUM NO. 1

Re: Natchez City Auditorium
HVAC Replacement
Bid Package No. 3

The following changes and/or clarifications are hereby made in the Contract Documents as originally issued and dated November, 2025. Whenever the original Contract Documents are inconsistent herewith, the provisions of the Addenda shall govern.

SPECIFICATION

SECTION 00 11 00 – ADVERTISEMENT TO BID

Change first paragraph to read:

The City of Natchez will receive sealed bids for the Natchez City Auditorium HVAC Replacement Bid Package No. 3 in the Office of the City Clerk, 124 South Pearl Street, Natchez, MS 39120, until **2:30 p.m. CST on Thursday, January 16, 2025**, with bids then publicly opened, read aloud, and thereafter taken under advisement until the next meeting of the Natchez Mayor and Board of Alderman.

In lieu of 10:30 a.m. CST on Thursday, January 9, 2025 as noted in specification.

END OF ADDENDUM

PLEASE ATTACH THIS ADDENDUM TO THE INSIDE FRONT COVER OF EACH SET OF SPECIFICATIONS BEFORE RETURNING THEM TO OUR OFFICE.



January 7, 2025

ADDENDUM NO. 2

Re: Natchez City Auditorium
HVAC Replacement
Bid Package No. 3

Acknowledged --
Hope Enterprises, LLC.
Blase Gaudet -- Manager --
1-16-2025

The following changes and/or clarifications are hereby made in the Contract Documents as originally issued and dated November, 2024. Whenever the original Contract Documents are inconsistent herewith, the provisions of the Addenda shall govern.

SPECIFICATIONS

1. SECTION 00 41 13 – BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)
Replace in its entirety with **ATTACHMENT A - 00 41 13 Revised Bid Form – Stipulated Sum (Single-Prime Contract)**.
2. SECTION 01 20 00 – PRICE AND PAYMENT PROCEDURES, Paragraph 1.3 – Schedule of Alternates: Add the following Deductive Alternates No. 2 and No. 3.
Alternate No. 2 (Deduct): In lieu of providing new copper line set for AHU-3/CU-3 as indicated, clean out, re-insulate and re-use existing copper line set. Extend from termination point inside Boiler Room to new condensing unit. Reconfigure termination points as necessary.

Alternate No. 3 (Deduct): In lieu of providing new copper line set for AHU-4/CU-4 as indicated, clean out, re-insulate and re-use existing copper line set. Re-route termination points at ends as required. Reconfigure termination points as necessary.

DRAWINGS

SHEET M0.02, MECHANICAL SCHEDULES:

In lieu of FAN/COIL UNIT schedule as originally included, substitute FAN/ COIL UNIT schedule as attached (ATTACHMENT B). The specified Supply Air CFM is to be 15,000 CFM and not 24,000 CFM as originally specified.

ATTACHMENTS

ATTACHMENT A – Section 00 41 13, Revised Bid Form, (4 Pages)
ATTACHMENT B – FAN/ COIL UNIT Schedule (1 Page)

END OF ADDENDUM

PLEASE ATTACH THIS ADDENDUM TO THE INSIDE FRONT COVER OF EACH SET OF SPECIFICATIONS BEFORE RETURNING THEM TO OUR OFFICE.

11/2024

Natchez City Auditorium
 HVAC Replacement
 Bid Package No. 3

2216

DOCUMENT 00 41 13

REVISED BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

To: The City of Natchez
 124 South Pearl Street
 Natchez, Mississippi 39120

Project: Natchez City Auditorium
 HVAC Replacement
 Bid Package No. 3
 Natchez, Mississippi

Date: 1/16/2025

Submitted by: Hope Enterprises, LLC.

(Full Name and Address) 100 Devereaux Drive
 Natchez, MS 39120

Certificate of Responsibility #: 24198-MC (Expiration: 03/10/2025)

1. **ADDENDA RECEIVED:**

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.

Addendum #1... Dated... 1/6/25

Addendum #2... Dated... 1/7/25

Addendum #3... Dated... 1/14/25

2. **CONTRACT TIME:**

If this Bid is Accepted, We Will:

- Complete the Work in... Two Hundred Ten (210) Calendar Days from Notice to Proceed

3. **APPENDICES & PROCURMENT FORMS SUPPLEMENT REQUIRED ATTACHMENTS:**

The following documents are attached to and made a condition of the Bid:

*Bid Security Required Attachment as referred to in Section 00 21 13 - Instructions to Bidders and
 Section 00 60 00 - Contract Bond & Insurance:

- Bid Security in the form of a Bid Bond 5% of Total Bid

11/2024

Natchez City Auditorium
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4. OFFER - BASE BID:

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by **Waycaster-Dungan** for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Three Hundred Forty-Five Thousand Dollars 0/100
 \$.....Dollars (\$ 345,000.00)
 in lawful money of the United States of America.

All applicable Federal, State, and City taxes are included in the Bid Sum.

All Cash and Contingency Allowances described below are included in the Bid Sum.

- Drawings and Project Manual
- Specification Section 01 20 00 - Price and Payment Procedures

We have included the security Bid Bond/Guarantee as required by the Instruction to Bidders and Section 00 60 00.

5. ALTERNATES & BID OFFER: Section 01 20 00 - Price and Payment Procedures. All work as described in Drawings, Specifications and listed below:

ALTERNATE No. 1 (ADD): All work required to provide new 60 ton HVAC system identified as AHU4 and CU-4 (West side of building).

Three Hundred Forty-Five Thousand Dollars 0/100
 \$.....Dollars (\$ 345,000.00)

ALTERNATE No. 2 (DEDUCT): In lieu of providing new copper line set for AHU-3/CU-3 as indicated, clean out, re-insulate and re-use existing copper line set. Extend from termination point inside Boiler Room to new condensing unit. Reconfigure termination points as necessary.

One Dollar 0/100
 \$.....Dollars (\$ 1.00)

ALTERNATE No. 3 (DEDUCT): In lieu of providing new copper line set for AHU-4/CU-4 as indicated, clean out, re-insulate and re-use existing copper line set. Re-route termination points at ends as required. Re-route termination points at ends as required. Reconfigure termination points as necessary.

One Dollar 0/100
 \$.....Dollars (\$ 1.00)

6. CONTRACTING REQUIREMENTS:

- Owner and Contractor Agreement Form: (See Section 00 52 13)
- Contract Bond & Insurance Requirements: (See Section 00 60 00)
 - Bid Security Bond/Guarantee: 5% of the Bid Price (Applicable to contracts/bids exceeding \$25,000)
 - Performance Bond & Payment Bond: 100% of Contract Price
- General Conditions Agreement Form: (See Section 00 72 13)
- Supplemental Conditions to the General Conditions Agreement Form: (See Section 00 73 00)
- Special Conditions: (See Section 00 73 14)

11/2024

Natchez City Auditorium
HVAC Replacement
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-Insurance:

- The Contractor shall provide insurance endorsements (for General Liability and Automobile Liability - Owned and Non-owned Autos) listing **Waycaster-Dungan** and **Owner** as additionally insured on liability policies. A statement on the ACCORD certificate to that effect is not sufficient. Provide the actual endorsements.
- The Contractor shall provide Workers Compensation Insurance.

7. ACCEPTANCE:

This offer shall be open to acceptance and is irrevocable 45 days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within 7 days of receipt of Notice of Award.
- Commence work within 7 days after written Notice to Proceed of this bid.

8. ACCEPTANCE - SECURITY DEPOSIT/BONDING:

If this bid is accepted by the Owner within the time period stated above, we will:

- Furnish the required bonds within 7 days of receipt of Notice of Award in the form described in Supplementary Conditions.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

9. CHANGES TO THE WORK:

When the Architect establishes that the method of valuation for Changes (additions or deletions) in the Work will be net (+ or -) of *direct* material and *direct* labor (M&L) cost plus a (+ or -) % fee for overhead and profit (O&P) in accordance with General Conditions/Supplemental Conditions, our percentage fee shall be:

+/- (15%) Overhead and Profit (O&P) on the Net (+ or -) Cost of our own Work

+/- (15%) Overhead and Profit (O&P) on the Gross (+ or -) Cost of Work Done by any Subcontractor

Total Maximum Overhead and Profit (O&P): +/- (15%)

REQUIREMENTS:

- Direct Materials (M): Includes ALL direct materials for scope change items only and excludes items listed below in Overhead & Profit.
- Direct Labor (L): Includes ALL types of employee benefits, taxes, etc. into 1 hourly rate that effects direct scope change items only and excludes items listed below in Overhead & Profit.
 - (i.e. - general labor burden, Federal/State taxes, social security, Medicare, other payroll taxes, unemployment taxes, worker's compensation, liability insurance, paid holidays, sick days, vacations, retirement benefits, profit sharing, savings accounts, etc.).
- Direct Equipment (E): Includes ALL type of direct equipment for scope change items only and excludes items listed below in Overhead & Profit.
- Overhead & Profit (O&P): Includes but is not limited to the following items:
 - *OH&P General Requirements:
 - OH&P shall not be included in Change Orders that use Contingency Allowance money stated in Project Manual. Contractor's Proposals for this Change in Work shall be +/- (0%) OH&P.

11/2024

Natchez City Auditorium
HVAC Replacement
Bid Package No. 3

ATTACHMENT A – 4 Pages

2216

- OH&P shall only be included in Change Orders only in the amount exceeding Contingency Allowance stated in Project Manual.
- OH&P for Contingency Allowance in Project Manual shall be included in Projects/General Contractor's OH&P.
- On/Off-Site Overhead: Includes ALL types of on/off-site supervisors/general staff, utilities, offices, storage, general day-to-day rental/company equipment, general personnel, etc.
- Utilities Overhead: Includes ALL types of water, power, sewer, toilets, gas, garbage, IT, TV, telephones/faxes, internet, etc.
- Includes any and ALL other types of Overhead not listed.
- Bonds, Insurances & Taxes: Includes ALL types.
- Profit: Includes ALL types

10. **BID FORM SIGNATURES:** The Corporate Seal of

HOPE ENTERPRISES, LLC.

(Bidder - Print the Full Name of Your Firm)



was here unto affixed in the presence of:

[Signature]
(Authorized Signing Officer
(Seal)

Manager

Title)

[Signature]
(Authorized Signing Officer
(Seal)

Manager

Title)

**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 DOCUMENT

ATTACHMENT B

FAN/COIL UNIT

| MARK | FAN | | | | COOLING | | | | HEATING | | | | REMARKS | | | |
|-------|----------------|-----------------|---------------------------------|-------------|---------|---|----------------------|-------------------|---------------------------|-------------------------------|-----------------------|-------------------|---------|---------------------|------------------------------|---------------|
| | SUPPLY AIR CFM | OUTSIDE AIR CFM | EXT. STATIC PRESSURE (IN. W.C.) | HORSE POWER | CURRENT | | AIR TEMPERATURE (°F) | | SENSIBLE CAPACITY (MBTUH) | ENTERING AIR TEMPERATURE (°F) | NOM. CAPACITY (MBTUH) | WATER | | | | |
| | | | | | V | P | F | ENTERING DRY BULB | | | | ENTERING WET BULB | | ENTERING TEMP. (°F) | WATER PRESSURE DROP (P.S.I.) | |
| ANA-3 | 15,000 | 3,000 | 2.00 | 20.5 | 460 | 3 | 60 | 79.7 | 67.0 | 540 | 60.0 | 513.45 | 180 | 52.5 | 3 | 12.3 45.6 7.9 |
| ANA-4 | 15,000 | 3,000 | 2.00 | 20.0 | 460 | 3 | 60 | 79.7 | 67.0 | 540 | 60.0 | 513.45 | 180 | 52.5 | 3 | 12.3 45.6 7.9 |

GENERAL NOTES:

1. EXTERNAL STATIC PRESSURE INCLUDES LOSSES DUE TO DUCTWORK, AIR DEVICES, DAMPERS, AND DUCT MOUNTED HOT WATER COILS WHERE APPLICABLE. DIRTY FILTER AND UNIT CASING MUST BE ADDED TO EXTERNAL STATIC PRESSURE TO OBTAIN TOTAL PRESSURE LOSS. INCREASE HORSEPOWER AS REQUIRED TO MEET YOUR TOTAL PRESSURE LOSS. COORDINATE WITH ELECTRICIAN.
2. MAINTAIN MINIMUM CLEARANCE FOR COIL PULL AS RECOMMENDED BY UNIT MANUFACTURER. MAINTAIN MINIMUM CLEARANCE AS REQUIRED BY NEC.

REMARKS:

1. PROVIDE HORIZONTAL UNIT.
2. PROVIDE CONSTANT VOLUME UNIT.
3. PROVIDE HOT WATER COIL IN REHEAT POSITION.
4. PROVIDE WITH LOW VELOCITY ANGLED FILTER SECTION.
5. PROVIDE WITH FLOAT SWITCH AUTOMATIC SHUT OFF.
6. REFER TO MANUFACTURER FOR MORE DETAILS.
7. PROVIDE 3-WAY HYDRO-PNEUMATIC HOT WATER CONTROL VALVES.
8. BASIS OF DESIGN: CARRIER 30MAN10

BASIS OF DESIGN:

THE MANUFACTURER AND MODEL NUMBER LISTED IN THE DRAWINGS OR SPECIFICATIONS ARE THE BASIS OF DESIGN. WHEN PROVIDING EQUIPMENT THAT IS NOT THE BASIS OF DESIGN, THE CONTRACTOR SHALL PROVIDE AN ITEMIZED LIST OF ALL DEVIATIONS FROM THE INFORMATION DETAILED IN BOTH THE SPECIFICATION SECTION AND SCHEDULE. ADDITIONALLY, THE EQUIPMENT MUST MEET THE PHYSICAL CONSTRAINTS OF ROOM INCLUDING COORDINATION WITH OTHER TRADES AND ALL EQUIPMENT CLEARANCES, INCLUDING OTHER TRADES. FINALLY, THE CONTRACTOR SHALL PROVIDE AT THE CONTRACTOR'S COST ANY SCOPE INCREASE AND DEDUCTIONS BASED ON THE NON-BASIS OF DESIGN EQUIPMENT FOR THE FOLLOWING MINIMUM ITEMS:

- ELECTRICAL MODIFICATIONS, INCLUDING WIRING, CONDUIT, DISCONNECTS, OVERCURRENT PROTECTION, PANELS, ETC.
- STRUCTURAL MODIFICATIONS.
- CIVIL MODIFICATIONS.
- PLUMBING MODIFICATIONS.
- DUCT AND PIPE CONNECTIONS OR ARRANGEMENTS.
- SPACE HEATING AND COOLING REQUIREMENTS.
- EXHAUST OR VENTILATION MODIFICATIONS.
- VIBRATION ISOLATION REQUIREMENTS.



January 14, 2025

Acknowledged --
Hope Enterprises, LLC.
Blase Gaudet -- Manager --
1-16-2025

ADDENDUM NO. 3

Re: Natchez City Auditorium
HVAC Replacement
Bid Package No. 3

The following changes and/or clarifications are hereby made in the Contract Documents as originally issued and dated November, 2024. Whenever the original Contract Documents are inconsistent herewith, the provisions of the Addenda shall govern.

DRAWINGS

SHEET M0.00, MECHANICAL FLOOR PLAN:

Change Note No. 6 to read: "Provide new programmable thermostats as noted on Sheet M0.02 - System Control, Note 2."

END OF ADDENDUM

PLEASE ATTACH THIS ADDENDUM TO THE INSIDE FRONT COVER OF EACH SET OF SPECIFICATIONS BEFORE RETURNING THEM TO OUR OFFICE.

PROJECT MANUAL

Natchez City Auditorium HVAC Replacement Bid Package No. 3 Natchez, Mississippi

for

The City of Natchez
124 South Pearl Street
Natchez, Mississippi 39120



WAYCASTER DUNCAN

ARCHITECTURE AND ENGINEERING

📍 101 S. Shields Lane, Natchez, MS 39120

☎ (601) 442-3649

🌐 waycasterdungan.com

Architect's Project No. 2216

November, 2024

Set No: _____

PROJECT MANUAL

Natchez City Auditorium HVAC Replacement Bid Package No. 3 Natchez, Mississippi

for

The City of Natchez
124 South Pearl Street
Natchez, Mississippi 39120



WAYCASTER DUNGAN

ARCHITECTURE AND ENGINEERING

📍 101 S. Shields Lane, Natchez, MS 39120

📞 (601) 442-3649

🌐 waycasterdungan.com

Architect's Project No. 2216

November, 2024

DOCUMENT 00 01 10

TABLE OF CONTENTS & LIST OF DRAWINGS

It is the intention of these specifications and drawings to provide the necessary items and instruction for a complete and functioning facility including being code compliant. Omission of items or instruction necessary or considered standard good practice for the proper installation and construction of the building shall not relieve the Contractor of furnishing and installing such items and conforming to the building codes having jurisdiction.

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| 00 60 00 | Contract Bond & Insurance Requirements..... | 1 |
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3. A1.2 New HVAC Plan - Mechanical Room (AHU-1)

END OF SECTION

The City of Natchez will receive sealed bids for the Natchez City Auditorium HVAC Replacement Bid Package No. 3 in the Office of the City Clerk, 124 South Pearl Street, Natchez, MS 39120, until **10:30 A.M. CST on Thursday, January 9, 2025**, with bids then publicly opened, read aloud, and thereafter taken under advisement until the next meeting of the Natchez Mayor and Board of Alderman.

The funding for the Natchez City Auditorium Phase III Renovation is a 2022 Convention Center Complex General Obligation Bond Issue. No state and/or federal funds will be used for this renovation project. Work at the City Auditorium will consist of but not be limited to the purchase and installation of a total of two (2) new 60-ton heating, ventilation and cooling system (HVAC) systems, for the main house and stage area of the Natchez City Auditorium.

Contract documents may be obtained in person from the Architect, Waycaster & Associates, 101 South Shields Lane, Natchez, MS 39120, or requested by mail at PO Box 824, Natchez, MS 39121, email at Danielle@WaycatsterDungan.com or requested by telephone: 601-442-3649 voice, upon deposit of \$100.00 per set. The first two sets are refundable, additional sets are nonrefundable. Sets remain the property of the Architect with deposit(s) refundable to general contractors submitting bona fide bids, one half of deposit amount is refundable to all others 'provided documents are returned in good condition within 10 working days of bid date. Official bid documents can be downloaded at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions regarding the electronic bidding process, please contact Central Bidding at 225-810-4814 or support@centralbidding.com.

Bid preparation and submittal will be in accordance with Section 00 21 13 Instructions to Bidders bound in the Project Manual. **Bid Bond Security/Guarantee in the amount of 5% of total bid will be required in Contracts exceeding \$25,000. 100% Performance and Payment Bond will be required.** Licensing and other certificates of qualifications will be required as specified in the contract documents. Where applicable, the foregoing certificate number must be indicated on the exterior of the sealed bid envelope before it opened.

State law requires a non-resident bidder to attach/include a copy of his resident state's current law pertaining to such state's treatment of non-resident contractors with their bid. Any bid submitted by a non-resident contractor which does not include the non-resident contractor's current state law shall be rejected and not considered for award.

All bids submitted must comply with Section 31-3-21 of the Mississippi Code of 1972.

Bids may be withheld by the Owner for a period not to exceed forty-five (45) days from the date of the opening of the bids for the purpose of bid review and investigation of the bidder's qualifications, prior to award of the contract.

The Owner reserves the right to reject any and all bids, to waive any informalities, to negotiate with the lowest and best bidder to reduce the bid price to come within the funds allocated for the work, to reduce the job in order to stay within available funding or as desirable in the discretion of the Natchez Mayor and Board of Alderman, and to accept bids by classes and/or groups, if applicable, all as set forth and in accordance with applicable

Dan M. Gibson, Mayor

Megan McKenzie, City Clerk

Publish Dates: December 6, 2024

December 13, 2024

END OF DOCUMENT

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DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Document Includes:

1. Bid Notice (Advertisement)
2. Bid Security Deposit/Guarantee
3. Performance Assurance
4. Bid Submission
5. Intent
6. Work Identified in Contract Documents
7. Contract Time (Per Bid Form, to start within 7 days of NTP)
8. Definitions
 - a. Bidding Documents
 - b. Contract Documents
 - c. Bid
 - d. Bid Sum Price
9. Contract Documents Identification
10. Availability of Documents
 - a. Obtaining
 - b. Partial Sets
 - c. Deposit Refund
11. Examination of Documents
 - a. Documents on Display
 - b. Verify Complete Documents
 - c. Report Incomplete Documents
 - d. Report Discrepancies/Omissions
12. Inquiries/Questions About Bid Documents and Addenda
13. Product Substitutions
14. Pre-Bid Conference (Bidder/Suppliers Urged to Attend)
15. Bidder Qualifications (As Requested)
16. Bidder Prequalification (Not Required)
17. Subcontractors
18. Bid Preparation
 - a. Conditions of Work
 - b. Examination of Site
 - c. Laws and Regulations
 - d. Alternates, Allowances, Unit Prices, Etc.
 - e. Obligation of Bidder
19. Bid Submission Procedure
20. Bid Ineligibility
21. Bid Form Requirements
22. Bid Form Signature
23. Selection and Award of Alternates
24. Bid Withdraws
25. Bid Opening
26. Duration of Offer (45 days)
27. Acceptance of Offer

1.2 BID NOTICE

- A. Bid Notice Type: Advertisement, for Bids

1.3 BID SECURITY DEPOSIT/GUARANTEE

- A. Amount: 5% of the Bid
- B. Bid Security Deposit/Guarantee: Applicable to construction/equipment contracts exceeding \$25,000.00.
1. Public Sector Projects per Codes:
 - a. Miss. Code Ann. 31-5-51 to 57
- C. Bids shall be accompanied by bid security deposit as follows:
1. Each bid must be accompanied by the bidder's certified check or a bid bond, duly executed by the bidder as principal and having as surety thereon, a surety company approved by the Owner and signed by an agent resident in the state of the project, in the amount listed.
- D. Include the cost of security deposit in the Bid Sum Price.

1.4 PERFORMANCE ASSURANCE

- A. Accepted Bidder:
1. Provide a Performance and Payment bond as described in Document 00 60 00 - Contract Bond & Document 00 73 00 - Supplementary Conditions.
 - a. Furnish a 100% Performance Bond on a standard surety bond form.
 - b. Furnish a 100% Payment Bond on a standard surety bond form.
- B. Include the cost of performance assurance bonds in the Bid Sum Price and identify the cost when requested by the Owner.

1.5 BID SUBMISSION

- A. A bid must be delivered to the address indicated on the "Advertisement for Bids/Invitation to Bid" prior to the time and date stated.
1. Bids that are hand delivered shall be signed-in (initialed), dated and time stamped by the addressee on each bid envelope.
 2. The addressee is a representative of the Owner and Architect.
 3. The official time shall be kept by the addressee where bid packets are received.
- B. Bids signed and under seal, executed and dated will be described within "Bid Notice".
- C. Bids submitted after the above time will be returned to Bidder unopened.
- D. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- E. Bidders may withdraw their Bid by written request at any time before bid closing.
- F. If Bid is taken back after it is stamped in, it will have to be re-stamped.

1.6 INTENT

- A. The intent of this Bid request is described within "Bid Notice".

1.7 WORK IDENTIFIED IN CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises of work listed within:

1. Bid Notice
2. Drawings
3. Specifications/Project Manual

- B. Location: As Stated in Drawings and Specifications

1.8 CONTRACT TIME

- A. Contract Time is identified in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the Commencement /Notice-to-Proceed date.
- B. The Owner requires the work of this contract be completed in a timely manner. Consideration will be given to time of completion when reviewing submitted Bids.
1. Completion Date Shall Be No Later Than or Exceed: Time allotted on Bid Form.
 2. Contractor shall show evidence of starting/mobilizing: No later than 7 days after issuance of Notice-to-Proceed or Liquidated Damages will be incurred by Contractor until evidence shown.

1.9 DEFINITIONS

- A. Bidding Documents: Contract Documents supplemented within Bid Notice, Instructions to Bidders, Information Available to Bidders, Bid Form, Bid Form Supplements and Appendices, and bid securities, identified.
- B. Contract Documents: Defined in AIA Document A201-2017 Article 1, including issued Addenda, Specifications, and Drawings.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Sum Price: Monetary sum identified by the Bidder in the Bid Form.

1.10 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified with a Project File number and name as prepared by the Architect/Engineer and identified within:
1. Bid Notice
 2. Project Manual/Specifications
 3. Drawings
 4. Table of Contents
 5. Index of Drawings

1.11 AVAILABILITY OF DOCUMENTS

- A. Obtaining:
1. Bidding Documents may be obtained as stated within Bid Notice.

2. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

- B. Partial Sets: Partial sets of Bidding Documents WILL NOT be issued.
- C. Deposit Refunds: Deposit will be refunded when Bidding Documents are returned complete, undamaged, unmarked and reusable, within 10 days of bid opening. Failure to comply will result in forfeiture of deposit.

1.12 EXAMINATION OF DOCUMENTS

- A. Documents on Display: Bidding Documents are on display at the Architect's Office and associated Plan Room Facilities.
- B. Verify Complete Documents: Upon receipt of Bidding Documents verify documents are complete.
- C. Report Incomplete Documents: Notify Architect in writing if documents are incomplete.
- D. Report Discrepancies/Omissions: Immediately notify Architect in writing upon finding discrepancies or omissions in Bidding Documents.

1.13 INQUIRIES/QUESTIONS ABOUT BIDDING DOCUMENTS AND ADDENDA

- A. Inquiries/Questions About Bidding Documents:
 1. Direct questions in writing to the Architect.
 2. Verbal answers are not binding on any party. Neither the Architect nor the Owner will be responsible for work bound by any oral instructions or for a bidder's failure to make inquiry.
 3. Submit questions not less than 3 days before date set for receipt of Bids.
 4. Replies will be made by Addenda.
- B. Addenda:
 1. No Addenda will be issued within 2 working days leading up to bid opening time.
 2. Addenda may be issued during bidding period.
 3. Addenda will be sent to known Bidders on Bidders List.
 4. Addenda become part of the Contract Documents.
 5. Include resultant costs in the Bid Sum Price.
 6. The Bidder shall list the Addenda number and date received in the specs provided on Bid Form.

1.14 PRODUCT SUBSTITUTIONS

- A. Refer to Specification Section 01 60 00 - Substitutions and Product Requirements/Options for Substitution Procedures.

1.15 PREBID CONFERENCE

- A. A Bidders conference will be scheduled for this project either per:
 1. Bid Notice
 2. Addendum
 3. Email or Phone Call
- B. General contract and major subcontract Bidders and suppliers are encouraged to attend.

- C. Representatives of the Owner and Architect/Engineer will be in attendance.
- D. Information relevant to Bidding Documents will be issued by Addendum.

1.16 BIDDER QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, current commitments, and license to perform work in the State, County and City of the project.
 - 1. Pre-Qualification Forms: Refer to AIA-A305 for Contractor's Qualification Form

1.17 BIDDER PREQUALIFICATION

- A. NONE

1.18 SUBCONTRACTORS

- A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer to the following documents: "General Conditions"

1.19 BID PREPARATION

- A. Conditions of Work:
 - 1. Each bidder must fully inform himself of the conditions relating to construction of the project and employment of labor thereon.
 - 2. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.
 - 3. Insofar as possible, the contractor must employ methods or means to cause no interruption of or interference with the work of any other contractor.
- B. Examination of the Site:
 - 1. All bidders, including the general and subcontractors will visit the site of the building, compare the drawings and project manual with any work in place and inform themselves of all conditions including availability and employment of labor thereon.
 - 2. Failure to visit the site will in no way relieve the successful bidder from furnishing any materials or performing any work required to complete work in accordance with drawings and project manual without additional cost to the Owner.
 - 3. Contractors will not be given extra payments for conditions which can be determined by examination of the site, documents and related conditions.
- C. Laws and Regulations: The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project apply to the contract.
- D. Alternates, Allowances, Unit Prices, Etc.: Refer to "Bid Form" and "Price and Payment Procedures"
- E. Obligation of Bidder: At the time of opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the drawings and project manual, including all addenda.

1.20 BID SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.
- B. **Submit 2 copies of executed offer on Bid Forms** provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, contract number, and Owner's name on the outside.
- (in lower left hand corner)* Proposal for:
Project Name and Scope, City, State ZIP
Contractor's Certificate of Responsibility Number
Bid Security Type and Percentage
 - (in the upper left hand corner)*
The Bidder's name and address
 - (in the standard address location middle right hand side)*
Owner Name
Address
City, State ZIP
 - Envelope Layout Example Below:**

(insert Bidders Name here)
(insert Bidder's Address here)
(insert Bidder's City, State, Zip here)

(insert Owner's Name here)
(insert Owner's Address here)
(insert Owner's City, State, Zip here)

*Proposal for: (insert project name, city, state here)
**Bid Security Deposit: (insert type and percentage here)
***Cert. of Responsibility Number: (insert here – for Bids over \$50,000) (For Bids under \$50,000 – add a statement that Bid is below \$50,000)

- C. Make all proposals on forms provided and fill all applicable blank spaces without interlineations, alteration or erasure and must not contain recapitulation of the work to be done.
- All forms shall be filled out in blue ink.
 - All signatures shall be in blue ink.
- D. It is allowable to make changes to the Bid on the outside of envelope.
- Unless the following items are applicable:
 - If Owner does not allow per standard operating procedures, use their standard procedure.
 - If Funding Source does not allow per standard operating procedure, use their standard procedure.

- E. The written word will supersede the numeric.
- F. No oral, telegraphic, or telephonic proposals will be considered.
- G. Any addenda issued during the bidding will be noted on the proposal form.
- H. Improperly completed information, irregularities in security deposit or bid bond, will be cause not to open the Bid Form envelope and declare the Bid invalid or informal as declared by Owner.
- I. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.21 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at Owner's discretion.
- B. Bid Forms, Appendices, and enclosures which are improperly prepared will be declared unacceptable at Owner's discretion.
- C. Failure to provide security deposit, bonds or insurance requirements will invalidate the Bid at the discretion of the Owner.
- D. Incorrect type of Contracting License for types of work per Regulatory Agency or Owner Requirements.
- E. Submitting fewer copies of executed Bid Forms prescribed by the "Submission Procedure" at Owner's discretion.
- F. Failure to submit subcontractor's list within time allotted.

1.22 BID FORM REQUIREMENTS

- A. Complete requested information in the Bid Form Document 00 41 13.
 - 1. Refer to Document 00 73 00 - Supplementary Conditions for inclusion of taxes, procedures for tax rebate claims by the Owner and tax exempt Products.

1.23 BID FORM SIGNATURE

- A. Sign Bid Form, as Follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
 - 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.24 SELECTION AND AWARD OF ALTERNATES

- A. Bids will be evaluated on total of base Bid Sum Price with full consideration of alternates at owners discretion

1.25 BID WITHDRAWAL

- A. Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof.

1.26 BID OPENING

- A. Bids will be opened immediately after the time for receipt of Bids as prescribed within Bid Notice or as stated by Owner.

1.27 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for below stated period of days after bid closing date.
1. 45 days, unless noted otherwise on Bid Form

1.28 ACCEPTANCE/REJECTION OF OFFER

- A. Acceptance/Rejection of Offer: The Owner reserves the right to accept or reject any or all offers.
- B. Written Bid Acceptance: After acceptance by the Owner, the Architect/Engineer on behalf of the Owner will issue to the accepted Bidder, a written Bid Acceptance, Notice to Proceed or letter of Contract Award.
- C. Agreement Execution Time Requirements: The accepted bidder shall assist and cooperate with the Owner to prepare the Agreement and within 10 days following its presentation shall execute Agreement and return it to the Owner.
- D. Commencement of Work Time Requirements: Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within 7 days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

Page Changed by Addendum
#2 Dated 1-7-2025 --
Blase Gaude - Manager

To: ~~The City of Natchez~~
~~124 South Pearl Street~~
~~Natchez, Mississippi 39120~~

Project: ~~Natchez City Auditorium~~
~~HVAC Replacement~~
~~Bid Package No. 3~~
~~Natchez, Mississippi~~

Date:

Submitted by:

(Full Name and Address)

Certificate of Responsibility #:

1. **ADDENDA RECEIVED:**

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.

Addendum #..... Dated.....

Addendum #..... Dated.....

Addendum #..... Dated.....

2. **CONTRACT TIME:**

If this Bid is Accepted, We Will:

- Complete the Work in..... (.....) Calendar Days from Notice to Proceed

3. **APPENDICES & PROCURMENT FORMS SUPPLEMENT REQUIRED ATTACHMENTS:**

The following documents are attached to and made a condition of the Bid:

*Bid Security Required Attachment as referred to in Section 00 21 13 - Instructions to Bidders and
Section 00 60 00 - Contract Bond & Insurance:

- Bid Security in the form of a.....

Page Changed by Addendum
#2 Dated 1-7-2025 --
Blase Gaudin - Manager

4. **OFFER - BASE BID:**

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by **Waycaster Dungan** for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\$.....Dollars (\$.....)
in lawful money of the United States of America.

All applicable Federal, State, and City taxes are included in the Bid Sum.

All Cash and Contingency Allowances described below are included in the Bid Sum.

- Drawings and Project Manual
- Specification Section 01 20 00 - Price and Payment Procedures

We have included the security Bid Bond/Guarantee as required by the Instruction to Bidders and Section 00 60 00.

5. **ALTERNATES & BID OFFER:** Section 01 20 00 - Price and Payment Procedures. All work as described in Drawings, Specifications and listed below:

ALTERNATE No. 1 (ADD): All work required to provide new 60 ton HVAC system identified as AHU4 and CU-4 (West side of building).

\$.....Dollars (\$.....)

6. **CONTRACTING REQUIREMENTS:**

-Owner and Contractor Agreement Form: (See Section 00 52 13)

-Contract Bond & Insurance Requirements: (See Section 00 60 00)

-Bid Security Bond/Guarantee: 5% of the Bid Price (Applicable to contracts/bids exceeding \$25,000)

-Performance Bond & Payment Bond: 100% of Contract Price

-General Conditions Agreement Form: (See Section 00 72 13)

-Supplemental Conditions to the General Conditions Agreement Form: (See Section 00 73 00)

-Special Conditions: (See Section 00 73 14)

-Insurance:

-The Contractor shall provide insurance endorsements (for General Liability and Automobile Liability - Owned and Non-owned Autos) listing **Waycaster Dungan** and **Owner** as additionally insured on liability policies. A statement on the ACCORD certificate to that effect is not sufficient. Provide the actual endorsements.

-The Contractor shall provide Workers Compensation Insurance.

7. **ACCEPTANCE:**

This offer shall be open to acceptance and is irrevocable 45 days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within 7 days of receipt of Notice of Award.
- Commence work within 7 days after written Notice to Proceed of this bid.

8. ACCEPTANCE - SECURITY DEPOSIT/BONDING:

If this bid is accepted by the Owner within the time period stated above, we will:

- Furnish the required bonds within 7 days of receipt of Notice of Award in the form described in Supplementary Conditions.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

9. CHANGES TO THE WORK:

When the Architect establishes that the method of valuation for Changes (additions or deletions) in the Work will be net (+ or -) of *direct* material and *direct* labor (M&L) cost plus a (+ or -) % fee for overhead and profit (O&P) in accordance with General Conditions/Supplemental Conditions, our percentage fee shall be:

+/- (15%) Overhead and Profit (O&P) on the Net (+ or -) Cost of our own Work

+/- (15%) Overhead and Profit (O&P) on the Gross (+ or -) Cost of Work Done by any Subcontractor

Total Maximum Overhead and Profit (O&P): +/- (15%)

REQUIREMENTS:

- Direct Materials (M): Includes ALL direct materials for scope change items only and excludes items listed below in Overhead & Profit.
- Direct Labor (L): Includes ALL types of employee benefits, taxes, etc. into 1 hourly rate that effects direct scope change items only and excludes items listed below in Overhead & Profit.
 - (i.e. - general labor burden, Federal/State taxes, social security, Medicare, other payroll taxes, unemployment taxes, worker's compensation, liability insurance, paid holidays, sick days, vacations, retirement benefits, profit sharing, savings accounts, etc.).
- Direct Equipment (E): Includes ALL type of direct equipment for scope change items only and excludes items listed below in Overhead & Profit.
- Overhead & Profit (O&P): Includes but is not limited to the following items:
 - *OH&P General Requirements:
 - OH&P shall not be included in Change Orders that use Contingency Allowance money stated in Project Manual. Contractor's Proposals for this Change in Work shall be +/- (0%) OH&P.
 - OH&P shall only be included in Change Orders only in the amount exceeding Contingency Allowance stated in Project Manual.
 - OH&P for Contingency Allowance in Project Manual shall be included in Projects/General Contractor's OH&P.
 - On/Off-Site Overhead: Includes ALL types of on/off-site supervisors/general staff, utilities, offices, storage, general day-to-day rental/company equipment, general personnel, etc.
 - Utilities Overhead: Includes ALL types of water, power, sewer, toilets, gas, garbage, IT, TV, telephones/faxes, internet, etc.
 - Includes any and ALL other types of Overhead not listed.
 - Bonds, Insurances & Taxes: Includes ALL types.
 - Profit: Includes ALL types

Page Changed by Addendum
#2 Dated 1-7-2025 --
Blase Gaude - Manager

10. **BID FORM SIGNATURES:** The Corporate Seal of

.....
(Bidder - Print the Full Name of Your Firm)

was here unto affixed in the presence of:

.....
(Authorized Signing Officer
(Seal)

.....
Title)

.....
(Authorized Signing Officer
(Seal)

.....
Title)

****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 DOCUMENT

Page Changed by Addendum
#2 Dated 1-7-2025 --
Blase Gaude - Manager

11/2024

Natchez City Auditorium
HVAC Replacement
Bid Package No. 3

2216

DOCUMENT 00 52 13

AGREEMENT FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 SUMMARY

- A. Document Includes:
1. Agreements

1.2 AGREEMENT

- A. Agreements: Standard Form of Agreement between Owner and Contractor Where the Basis of Payment is a Stipulated Sum, forms the basis of Agreement between the Owner and Contractor.
1. Use AIA Document A101-2017
 2. AIA Document A201-2007 General Conditions and Supplementary Conditions

END OF DOCUMENT

DOCUMENT 00 60 00

CONTRACT BONDS & INSURANCE REQUIREMENTS

1.1 SUMMARY

A. Document Includes:

1. Bid Security Bond/Guarantee (5% of Bid Price) (required for bids exceeding \$25,000)
2. Contract Performance & Payment Bond Requirements (100% of Contract Price)
3. Power of Attorney

1.2 BID SECURITY BOND/GUARANTEE

- A. A Bid Guarantee is required of each Bidder equivalent to 5% of the Bid Price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. Forms: Latest edition; or Standard Form of Bonding Company as approved by Owner/Agency.
- C. Exception: Applicable to Construction & Equipment Contracts exceeding \$25,000.00 for Public Sector Projects (per Miss. Code Ann. 31-5-51 to 57) and for Private Section Projects (per Owner Requirements).

1.3 CONTRACT PERFORMANCE & PAYMENT BOND

- A. A Performance Bond is required on the part of the contractor for 100 % of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- B. A Payment Bond is required on the part of the contractor for 100 % of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- C. Forms: Latest edition; or Standard Form of Bonding Company as approved by Owner/Architect.

1.4 POWER OF ATTORNEY

- A. Power of Attorney: Bond must be executed by a resident of State where project is located and accompanied by his power of attorney duly certified and effectively dated. Approval of executed bond required before Owner will execute Contract Agreement.

END OF DOCUMENT

DOCUMENT 00 72 13

GENERAL CONDITIONS - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 SUMMARY

- A. Document Includes:
1. General Conditions
 2. Supplementary Conditions
 3. Conflicts Between Documents

1.2 GENERAL CONDITIONS

- A. Required General Conditions Form:
1. AIA Document A201-2017; General Conditions of the Contract for Construction, is the General Conditions of the Contract, as revised by the following Section/Document:
 - a. Section Document 00 73 00 - Supplementary Conditions
- B. Contractors are presumed to be familiar with these documents. A copy may be obtained from the Architect or examined in the Architect's office.
- C. All persons intending to provide goods or services in connection with this work are required to read and understand these referenced documents prior to proceeding.

1.3 SUPPLEMENTARY CONDITIONS

- A. Refer to Section Document 00 73 00 - Supplementary Conditions for modifications to General Conditions of the Contract for Construction (listed above).

1.4 CONFLICTS BETWEEN DOCUMENTS

- A. In the event of a conflict between the General Conditions of the Contract for Construction, (listed above) and Section Document 00 73 00 - Supplemental Conditions (listed above), Section Document 00 73 00 - Supplementary Conditions shall control even if the conflicting provision in the General Conditions of the Contract for Construction, is not expressly deleted or revised by reference in Section Document 00 73 00 - Supplementary Conditions.

END OF DOCUMENT

DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS - AIA

1.1 SUMMARY

- A. Document Includes:
1. Supplementary Conditions

1.2 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201-2017, and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction, AIA Document A201-2017, have the meanings assigned to them in the General Conditions.
- C. Interpretations of Drawings and Project Manual/Specifications:
1. The Architect/Engineer, as originator of the Drawings and Project manual will be deemed sole judge of the Drawings and Project Manual and the intent thereof; his decision will be final and binding on ALL parties concerned.

ARTICLE 1.1 - BASIC DEFINITIONS

Add the following subparagraphs:

| | |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.8 | Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse. |
| 1.1.9 | Furnish: To supply and deliver, unload, inspect for damage. |
| 1.1.10 | Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use. |
| 1.1.11 | Provide: To furnish and install. |

ARTICLE 1.2 - CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraph:

| | |
|-------|------------------------------------------------------------------------------------------------------------------------|
| 1.2.4 | Sections of Division 01 - General Requirements govern the execution of the work of all sections of the specifications. |
|-------|------------------------------------------------------------------------------------------------------------------------|

ARTICLE 7.3 - CONSTRUCTION CHANGE DIRECTIVES

Add the following subparagraphs:

| | |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.1.4 | The following fees apply to all Changes in the Work: |
| 7.1.4.1 | When the Architect establishes that the method of valuation for Changes (additions or deletions) in Work will be net (+ or -) material and labor cost plus a (+ or -) percentage fee for overhead and profit in accordance with General Conditions/Supplemental Conditions, the Contractors percentage fee shall be: |
| 7.1.4.2 | +/- (15%) overhead and profit on the net (+or -) cost of Work performed by the Contractor |
| 7.1.4.3 | +/- (15%) overhead and profit on the gross (+or-) cost of Work performed by any Subcontractor |
| 7.1.4.4 | Total maximum overhead and profit (O&P): +/- (15%) |
| 7.1.4.5 | <p>NOTES:</p> <p>Direct Materials (M) – Includes AA direct materials for scope change items only and excludes items listed in Overhead & Profit.</p> <p>Direct Labor (L) – Includes ALL types of employee benefits, taxes, etc. into 1 hourly rate that effects direct scope change items only and excludes items listed below in Overhead & Profit.</p> <p>Direct Equipment (E) – Includes ALL types of direct equipment for the scope change items only and excludes items listed below in Overhead & Profit.</p> <p>Overhead & Profit (O&P) - Includes but is not limited to the following items:</p> <ul style="list-style-type: none"> • *OH&P General Requirements: <ul style="list-style-type: none"> ▪ OH&P shall not be included in Change Orders that use Contingency Allowance money stated in Project Manual. Contractor's Proposals for this Change in Work shall be +/- (0%) OH&P. ▪ OH&P shall only be included in Change Orders only in the amount exceeding Contingency Allowance stated in Project Manual. ▪ OH&P for Contingency Allowance in Project Manual shall be included in Projects/General Contractor's OH&P. • On/Off-Site Overhead: Includes ALL types of on/off-site supervisors/general staff, on/off-site utilities, on/off-site offices, storage, on/offsite general rental/company equipment, general personnel, etc. • Utilities Overhead: Includes ALL types of water, power, sewer, toilets, gas, garbage, IT, TV, telephones/faxes, internet, etc. • Includes Any and ALL types of Overhead not listed. • Bonds, Insurances & Taxes: Includes ALL types. • Profit: Includes ALL types. |
| 7.1.4.6 | Reserved. |

Modify paragraph 7.3.7 to read as follows:

| | |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.3.7 | The amount of credit or increase to be allowed by the Contractor to the Owner for a deletion, addition or change which results in a net decrease or a net increase in the Contract Sum shall be actual net (+ or -) material and labor cost plus a (+ or -) percentage fee for overhead and profit as confirmed by the Architect. |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ARTICLE 8 - TIME

Change the following Article's word from "Architect" to read::

| | |
|-------|-----------------------|
| 8.1.3 | "Architect and Owner" |
|-------|-----------------------|

Add the following subparagraph:

| | |
|-------|-------------------------------------------------------------------------|
| 8.1.5 | Contract Time is identified in Document 00 41 13 and Document 00 52 13. |
|-------|-------------------------------------------------------------------------|

Add the following at the end of the second sentence in the following Article:

| | |
|-------|----------------------------------------------------------------------------------------------------|
| 8.2.1 | And that the Contractor is fully capable of properly completing the Work within the Contract Time. |
|-------|----------------------------------------------------------------------------------------------------|

Delete Articles 8.3.1, 8.3.2, and 8.3.3 in their entirety and insert in lieu thereof the following:

| | |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.3.1 | If the contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner or the Architect, or by any employee of either or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner and its agents and employees shall not be liable for any damages for delay whether for direct or indirect cost, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever, The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension the Contract Time but no increase in the Contract Sum. |
| 8.3.2 | No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference, hindrance or disruption is (1) without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay to construction activities which do not affect the overall completion of the Work does not entitle the Contractor to any extension in the Contract Time. |
| 8.3.3 | The following days for each month have been scheduled for Adverse Weather Delays and are included in the total Contract Time indicated on the Bid Form. The Contractor shall include these days in the Progress Schedule. JAN (8), FEB (7), MAR (6), APR (5), MAY (5), JUN (5), JUL (5), AUG (7), SEP (4), OCT (4), NOV (4), DEC (7) |

ARTICLE 9 - PAYMENTS AND COMPLETION

Change the warranty commencement provision of Article 9.8.2 to read as follows:

| | |
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| 9.8.2 | Warranties required by the Contract Documents shall commence on the date of final completion unless otherwise provided in the Contract Documents. Except where otherwise noted warranty time periods shall be as follows: General Construction - 1 year from date of Final Acceptance/Completion; Roof Systems - 3 years from date of Final Acceptance/Completion. |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Add the following to the end of Article 9.8.2:

| | |
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| 9.8.2 | Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractor within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the acknowledgment of the Architect that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor. |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Add the following Article 9.8.2.1:

| | |
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| 9.8.2.1 | <p>Contractor Responsibility for Additional Services of the Architect for Failure to Achieve Final Acceptance/Completion of Project;</p> <p>The Contractor shall be responsible for the costs of inspections made by the Architect including any and all other related services expenses incurred by the Architect for providing services for the project required by failure of the contractor to achieve final acceptance/completion of the project within 30 days after the first occurring of the below described events:</p> <ol style="list-style-type: none">1. Date of estimated/specified date of substantial completion.2. Date of actual substantial completion. <p>The above described costs of the Architect's additional services shall be deducted by the Owner from the Contractor's final application for payment to pay the Architect for additional services required by the Contractor's failure to achieve completion of the project within the 30 day period described above.</p> |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Add the following paragraphs:

| | |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.11 | Liquidated Damages |
| 9.11.1 | <p>Liquidated Damages for Delayed Starting/Mobilizing: General Contractor shall show evidence of Starting/Mobilizing at project site within 7 days from Notice-to-Proceed or Liquid Damages will be assessed. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project has not shown evidence of Starting/Mobilizing at project site on the date set forth in the Contract Documents and Notice-to-Proceed. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.</p> <p><u>Liquidated Damages for Delayed Starting/Mobilizing:</u> Liquid Damages in the amount of (\$100) per calendar day shall accrue to the Owner after Contract Time has expired.</p> |
| 9.11.2 | <p>Liquidated Damages after Contract Time Expires: Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.</p> <p><u>Liquidated Damages after Contract Time Expires:</u> Liquid Damages in the amount of \$200 per calendar day shall accrue to the Owner after Contract Time has expired.</p> |
| 9.11.3 | <p>Liquidated Damages after Failure to Complete Specific Dated Scope Items Called out in Contract Documents: Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if Specific Scope Items in project are not completed in the time listed in Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.</p> <p><u>Liquidated Damages after Contract Time Expires:</u> Liquid Damages in the amount of \$200 per calendar day shall accrue to the Owner after Contract Time has expired.</p> |

ARTICLE 11.1 - CONTRACTOR'S INSURANCE

The insurance as required by Article 11 shall be written in the following amounts:

1. Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate, and two million dollars (\$2,000,000) aggregate.
2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$1,000,000) 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.
3. Employers' Liability with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.
4. If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.
5. If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.
6. **Coverage for General Liability Insurance shall name the following Employers and Employees in the Policy as Additionally Insured.**
 - a. **Owner(s): As Listed in Drawings/Specifications and in Project Binding Contracts**
 - b. **Architect(s): As Listed in Drawings/Specifications**
 - c. **Architect's Engineer(s) and Consultant(s): As Listed in Drawings/Specifications**
7. Workmen's Compensation: Amount as required by law.
8. Property Insurance: Property insurance in the form of standard "Builders Risk" policy will be provided by the **(Contractor)**. Omit references to Owner purchasing and maintaining Property Insurance in Article 11.4.1.

ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND

Add the following subparagraphs:

| | |
|----------|-----------------------------------------------------------------|
| 11.5.3.1 | Furnish a 100% Performance Bond on a standard surety bond form. |
| 11.5.3.2 | Furnish a 100% Payment Bond on a standard surety bond form. |

ARTICLE 12 - UNCOVERING AND CORRECTING WORK

Add the following Articles 12.2.2.4, 12.2.2.5, and 12.2.2.6:

| | |
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| 12.2.2.4 | Prior to the end of the 1 year period (3 year for roofs) , the Architect may schedule a warranty inspection which shall be attended by the Architect, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall be repaired and/or replaced. |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12.2.2.5 | <p>As a condition to final completion of the Work under Section 00 80 00, Paragraphs, Contractor, upon completion of the Work, shall prepare and submit to the Owner a Guarantee of Work, sworn to by the Contractor, stating:</p> <p>As required by Section 00 80 00, Paragraphs, Contractor and Contractor's Surety hereby guarantee that all Work performed on the above captioned project is free from defective and/or nonconforming materials and workmanship and that for a period of 1 year for building construction, 3 years for roof system from the date of final completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.</p> |
| 12.2.2.6 | <p>Within the 1 year period (3 year for roofs), if repairs or replacement are requested by Owner in connection with guaranteed Work which, in opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, are the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract Documents; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.4 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.</p> |

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Add the following Article 13.8:

| | |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13.8 | <p>The prevailing party in any dispute between the parties arising out of or related to the Agreement, or the breach thereof, shall be entitled to reasonable attorneys' fees and expenses incurred in pursuing or defending any claim.</p> |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ARTICLE 14 - TERMINATION AND SUSPENSION OF CONTRACT

Delete Article 14.1 in its entirety, including Articles 14.1.1 thru and including 14.1.4.

Delete the word "repeatedly" from Article 14.2.1.1.

Delete the word "repeatedly" from Article 14.2.1.3.

Add the following Articles 14.2.1.5 and 14.2.1.6:

| | |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14.2.1.5 | Fails to achieve substantial completion of the Project as described in Article 9.8 within the time limit agreed upon and/or fails to complete the list of items attached to the Certificate of Substantial Completion within the time fixed in the Certificate of Substantial Completion. |
| 14.2.1.6 | Fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence of this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract. |

END OF DOCUMENT

DOCUMENT 00 73 14

SPECIAL CONDITIONS

1.1 SUMMARY

- A. Document Includes:
 - 1. Interpretations of Drawings and Project Manual/Specifications
 - 2. Conflicting Instructions, Scope and Notes

1.2 SPECIAL CONDITIONS

- A. **Interpretations of Drawings and Project Manual/Specifications:**
 - 1. The **Architect/Engineer**, as originator of the Drawings and the Project manual, will be deemed sole judge of the Drawings and Project Manual and the intent thereof; his decision will be final and binding on ALL parties concerned.
- B. **Conflicting Instructions, Scope and Notes:**
 - 1. When "Conflicting Instructions, Scope and Notes" are encountered, the most stringent applies.

END OF DOCUMENT

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Contract Description
 2. Chain-of-Command: (Owner-Architect-Contractor)
 3. Owner Occupancy
 4. Work by Owner
 5. Owner Supplied Products
 6. Interpretation of Drawings and Project Manual Conventions
 7. Conflicting Instructions, Notes and Scope
 8. Contractor's use of Site and Premises
 9. Future Work
 10. Work Sequence

1.2 SYSTEM DESCRIPTION

- A. Performance Requirements: Perform work in accordance with local regulatory agencies standards.

1.3 CONTRACT DESCRIPTION

- A. **The Project consists the replacement of the Main HVAC system for the Natchez City Auditorium as described by the Project Manual/Specifications, Drawings, Addendums, etc.**
1. The work includes but is not limited to the following work as specified in the Construction Documents and as noted on the Drawings.
 2. Refer to the Table of Contents in Section 00 01 10 of Project Manual for a materials listing of Specifications Sections and a List of Drawing Sheets.
 3. Perform Work of this Contract under a single stipulated sum contract with Owner in accordance with Conditions of Contract. All work identified in drawings and specifications are under one contract, unless noted otherwise

1.4 CHAIN-OF-COMMAND (OWNER-ARCHITECT-CONTRACTOR)

- A. (Owner-Architect-Contractor) Communications:
1. Owner Communications with Contractor: The Contractor shall not communicate directly with the Owner which includes Owner's User Agencies, Staff, Tenants, Students, Teachers, Visitors, Customers, Etc.
 2. Architect Communications with Contractor: All communications shall come through Architect's office and the Architect will communicate with the Owner
 3. Contractor Notifications: The Contractor can notify Tenants/Staff via a flyer of when the Contractor will be working in that Tenants/Staff space.

1.5 OWNER OCCUPANCY

- A. The Owner **will** occupy the premises during the entire period of construction for the conduct of normal operations.
1. Coordinate Phasing of work with Owner and Architect.

2. Any work that cannot be done during Owner's normal work hours or by Phasing work in different areas, can be done on the weekend or afterhours as coordinated and approved by Owner.
3. Schedule the Work to accommodate Owner occupancy and schedules.
4. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

1.6 WORK BY OWNER

- A. Separate Contracts: The owner has awarded the following contracts that will interface with this contract.
 1. None, Unless Otherwise Advised or Stated in the Drawings
- B. Not In Contract (NIC): Items noted NIC will be furnished and installed by Owner as follows:
 1. NIC During Construction: None, Unless Otherwise Noted in Drawings
 2. NIC After Substantial Completion: None, Unless Otherwise Noted in Drawings
 3. NIC After Final Completion: Furniture, etc.
- C. Owner Salvage Prior to Start: Owner will remove/retain possession of the following items before start of work: None, Unless Otherwise Noted in Drawings
- D. Contractor Salvage Prior to Start: Remove/deliver to Owner the following items prior to start of work: None, Unless Otherwise Noted in Drawings

1.7 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 delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 3. Handle, store, install and finish products.
 4. Repair or replace items damaged after receipt.
- C. Products furnished to site and installed by Owner: None, Unless Otherwise Noted in Drawings
- D. Items furnished by Owner for installation by Contractor: None, Unless Otherwise Noted in Drawings

1.8 INTERPRETATION OF DRAWINGS AND PROJECT MANUAL CONVENTIONS

- A. Interpretation of Drawings and Project Manual: The Architect/Engineer, as originator of the Drawings and Project Manual will be deemed sole judge of the Drawings and Project Manual and the intent thereof; his decision will be final and binding on all parties concerned.
- B. Specification/Project Manual Conventions: These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences.

1.9 CONFLICTING INSTRUCTIONS, SCOPE AND NOTES

A. Conflicting Instructions, Scope and Notes:

1. When "Conflicting Instructions, Scope and Notes" are encountered, the most stringent applies.

1.10 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:

1. Owner occupancy and continued use.
2. Maintain a clear separation between construction site and areas used by Owner to maintain normal day-to-day operations with minimal impact.
3. Cooperate with Owner needs.

B. Access to Site: Coordinate areas of site use with Architect. Verify areas of "lay-down" parking, material storage, etc. with Owner and Architect. Contain **ALL** construction activity to defined work area.C. Contractor and Sub-Contractor Identification: All Contractors and Sub-Contractors shall be identifiable by clothing, logo or ID badges.D. Construction Operations: Coordinate with Owner and ArchitectE. Time Restrictions for Performing Interior and Exterior Work: Coordinate with Owner and Architect.F. Utility Outages and Shutdown:

1. Coordinate and schedule all utility shutdowns, regardless of length with Owner.
2. Plan construction schedule so as to minimize shutdowns during hours of building operation.
3. Schedule utility outages and shutdowns during non-event weekend hours.

G. Noise Restrictions: Music, radio, etc. shall not be allowed.H. Site and Building Restrictions for Multiple Buildings and Multiple Project Sites: Confine construction to one building until all scope items are completed on said building and construction activities to one project site until all scope items are completed on said site and as directed by Architect

1.11 FUTURE WORK

A. Project is designed for the following future work: None, Unless Otherwise Noted in DrawingsB. Items to be provided for future installations: None, Unless Otherwise Noted in Drawings

1.12 WORK SEQUENCE

A. Construct Work to accommodate Owner's occupancy requirements during construction period, coordinate construction schedule and operations with Drawings, Owner and Architect/Engineer.

B. Keep work confined to particular construction project areas as instructed by Architect. Construction Project areas include; project sites, phases, buildings, floors, etc.

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cash Allowances (None)
2. Contingency Allowances (\$20,000.00)
3. Alternates
4. Unit Prices (None)
5. Schedule of Values
 - a. Required Forms (AIA Forms)
 - b. Submittal
 - c. Formatting:
 - 1) Grouping of Phases/Buildings/Sites Breakdown
 - 2) CSI/TOC/Sub Breakdown
 - 3) Labor and Material Breakdown
 - 4) Dollar Amount Breakdown
 - 5) Cash Allowance Listings
 - 6) Contingency Allowance Listings
 - 7) Change Order Listings
 - 8) Unit Costs Listings
6. Retainage (5%)
7. Pay Application Requirements and Items to Include in each (Monthly) Submittal:
 - a. Cover Letter (Intro, Schedule, NTP/FIN dates, Attachments, Conclusion)
 - b. Forms (AIA G702 & G703)
 - c. Contractor's Invoice (Optional)
 - d. Time Extension Request Letter and Justification Information
 - e. Weather Data
 - f. Construction Photos
 - g. Updated Horizontal Bar Schedule
 - h. Current Progress Meeting Agenda
 - i. Previous Progress Meeting Minutes
 - j. Release of Liens
 - k. Material Invoices
 - l. Released Liens
8. Change Procedures, Proposals and Change Orders
 - a. Architect's Supplementary Instructions
 - b. Request for Proposal
 - c. Contractor's "Proposals" for Changes-in-Scope
 - d. Stipulated Sum/Price Change Order
 - e. Construction Change Directive
 - f. Execution of Change Orders
 - g. Correlation of Contractor Submittals
 - h. Unit Price Change Order
9. Defect Assessment

1.2 CONTINGENCY ALLOWANCES

A. Include in Contract Base Bid, the following stipulated sum/price for use upon Owner's instruction. *List Contingency Allowance as a separate line item on Pay Applications and Schedule of Values.*

1. **Contingency Allowance: \$20,000.00**

B. Contingency Allowance Change Orders (Additive and Credited):

1. Authorized Additive Contingency Allowance Expenditures: Shall be for ALL of the following costs as stated.

- a. *Direct Materials (M)* - Includes ALL direct materials for scope change items only and excludes items listed below in Overhead & Profit.
- b. *Direct Labor (L)* - Includes ALL types of employee benefits, taxes, etc. into (1) hourly rate that effects direct scope change items only and excludes items listed below in Overhead & Profit.
 - 1) (i.e. - general labor burden, Federal/State taxes, social security, Medicare, other payroll taxes, unemployment taxes, worker's compensation, liability insurance, paid holidays, sick days, vacations, retirement benefits, profit sharing, savings accounts, etc.).
- c. *Direct Equipment (E)* - Includes ALL type of direct equipment for scope change items only and excludes items listed below in Overhead & Profit.
- d. *Overhead & Profit (O&P)* - Includes but is not limited to the following items:
 - 1) *OH&P General Requirements:
 - a) OH&P shall not be included in Change Orders that use Contingency Allowance money stated in Project Manual. Contractor's Proposals for this Change in Work shall be +/- (0%) OH&P.
 - b) OH&P shall only be included in Change Orders only in the amount exceeding Contingency Allowance stated in Project Manual.
 - c) OH&P for Contingency Allowance in Project Manual shall be included in Projects/General Contractor's OH&P.
 - 2) On/Off-Site Overhead: Includes ALL types of On/off-site supervisors/general staff, on/off-site utilities, on/off-site offices, storage, on/offsite general day-to-day rental/company equipment, general personnel, etc.
 - 3) Utilities Overhead: Includes ALL types of water, power, sewer, toilets, gas, garbage, IT, TV, telephones/faxes, internet, etc.
 - 4) Includes Any and ALL other types of Overhead not listed.
 - 5) Bonds, Insurances & Taxes: Includes ALL types.
 - 6) Profit: Includes ALL types.

C. Funds will be drawn from Contingency Allowance only by Change Order.

D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order with Overhead & Profit added to it.

1.3 ALTERNATES

A. Schedule of Alternates:

ALTERNATE No. 1 (ADD): All work required to provide new 60 ton HVAC system identified as AHU4 and CU-4 (West side of building).

- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- C. Coordinate related work and modify surrounding work.

1.4 UNIT PRICES

- A. Unit Prices on bid proposal form shall reflect a total value per unit of work including labor, rigging and scaffolding, materials, fees, overhead, profit, taxes, labor burden and other applicable cost factors. Unit price to be used to either increase the amount of contract for additional work beyond allowance or decrease the amount of contract if total allowance is not used.
- B. Unit Price(s) Schedule:
 - 1. None

1.5 SCHEDULE OF VALUES

- A. Required Forms: Submit Printed Schedule on the Following Forms:
 - 1. AIA Forms:
 - a. AIA G702
 - b. AIA G703 - Continuation Sheet
- B. Schedule of Values Submittal: Submit in duplicate within 10 days after date established in Notice to Proceed for Architect/Engineer review and comment. Correct as needed until Architect/Engineer approves.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds, insurance, allowances, etc.
 - 1. Grouping of Phases/Buildings/Sites Breakdown: For Projects with multiple sites, buildings and phases: Provide multiple-groupings of table-of-content line items to correspond to each project site, building and phase.
 - 2. CSI/TOC/Sub Breakdown: Organize line items CSI Format, Project Manual TOC and by Sub-Contractor Scoping.
 - 3. Labor and Material Breakdown: Break each work line item down into labor and material. Work line items with equipment costs, add an additional line item along with that items material and labor costs
 - 4. Dollar Amount Breakdown: If a line labor or material line item exceeds \$8,000.
 - 5. Cash Allowance Listing(s): Include a line item for each Cash Allowance specified in this section.
 - 6. Contingency Allowance Listing(s): Include a line item for each Contingency Allowance specified in this section.
 - 7. Change Order Listing(s):
 - a. Revise Schedule of Values to list approved/executed Change Orders, with each Application for Payment.
 - b. List each Change Order by # and brief description (C.O. #1 - Brief Listing of Scope Change).
 - 8. Unit Cost Listing(s): Identify quantities taken from the Contract Documents and multiplied by the unit cost to achieve the total cost of the item.

1.6 RETAINAGE

- A. An amount equal to 5% shall be retained from amount due Contractor until time of Substantial Completion. At time of Substantial Completion Retainage can be reduced to 2.5% at the Owner's/Architect's discretion. Final Payment to Contractor, at time of 100% completion (when all punch lists and punch list items are completed), shall include final Retainage.

1.7 APPLICATIONS FOR PAYMENT

A. Payment Period: (Monthly)

1. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
2. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - a. Current construction photographs.
 - b. Affidavits attesting to off-site stored products.
 - c. Construction progress schedules.

- B. Binding Requirements of Pay Applications: Bind each complete pay application set together (with a staple, binder or clip) in the order of listed parts below.

- C. **The Contractor shall Submit 4 sets of the following pay application items for review and processing. Each "SET" shall contain ALL of the below information stapled together. Pay Applications missing any of the below items will be returned to the Contractor as Not Approved / Resubmit. No review or payment on a pay application will be made until all of the below items are received as one complete package.**

1. **Cover Letter with Company Letter Head (attached to each pay application as the cover sheet):** Stating the following

a. Intro Paragraphs Example:

- 1) As of this pay application #1, we are 10% complete with project and are requesting a current payment of +\$5,000.00.
- 2) We are requesting 2 adverse weather days (mm/dd/yyyy, and mm/dd/yyyy) and 7 unforeseen conditions days (mm/dd/yyyy to mm/dd/yyyy for owner testing days) for this pay applications time period. Find attached the monthly weather data with days requested highlighted.

b. Schedule Update & Progress Paragraph Example:

- 1) The Project is tracking behind schedule and we plan to make-up this time by providing more personnel, receiving critical material earlier than expected and adding days to the contract per approved Change Order #1.
- 2) (OR) The Project is tracking on schedule and we are unaware of any future delays.

c. List Notice-to-Proceed Date (Days), Contract Finish Date & Change Order Finish Modifications Paragraph Example:

- 1) (NTP) Notice-to-Proceed Date (Contract Days): 09/10/2014 (90 calendar days)
- 2) (FIN) Original Contract Finish Date: 12/10/2014
- 3) (CO1) Change Order #1 Finish Date (Days Added): 12/10/2014 (0 days added)
- 4) (CO2) Change Order #2 Finish Date (Days Added): 01/10/2015 (30 days added)

d. Attachments Paragraph Example:

- 1) Attached please find 4 sets bound together of Pay Application No. 1 for referred project above consisting of the following information for your review:
 - a) Cover Letter (% Complete, Amount of Payment, Requested Days, Schedule Update, Start/Finish Dates and Added Days)
 - b) AIA Forms G702 and AIA G703

- c) Time Extension Request Letter & Weather Data
 - d) Construction Photos
 - e) Updated Horizontal Bar Schedule
 - f) Current Progress Meeting Agenda
 - g) Previous Progress Meeting Minutes
 - h) Material Invoices
 - i) Releases of Liens
- e. Conclusion Example:
 - 1) If we can be of further assistance or additional information is required, please advise.
 - 2) Sign letter in BLUE ink
- 2. **Application and Certificate for Payment:**
 - a. AIA Forms:
 - 1) AIA G702
 - 2) AIA G703 - Continuation Sheet
- 3. **Contractors Invoices: (Optional)**
- 4. **Time Extension Request Letter and Justification Information:** (Cover Letter Should Cover This) A separate letter stating that the Contractor is requesting ≥ 1 days or that the Contractor is requesting 0 days for Adverse Weather affecting specific critical path work items for project for that Pay Applications time period. Complete Justification Information such as weather reports, photos and listings of critical path items affected and other items must be included for each day's request for extension attached to the Time Extension Request Letter. The Time Extension Request Letter alone will not be considered as adequate justification. The receipt of the Time Extension Request Letter and Justification Information will not be considered as Owner/Architect approval in any way.
 - a. If days requested are 0, then no Justification Information is needed.
 - b. If days requested are ≥ 1 , then Justification Information is required.
 - c. Include the following in the Time Extension Request Letter:
 - 1) Number of Days Requested.
 - 2) Dates and Days of the Week of Dates Requested
 - 3) Critical Path Scope of Work Affected by Adverse Weather Conditions
 - d. Adverse Weather Delays/Days:
 - 1) The following days for each month have been scheduled for Adverse Weather Delays/Days and are included in the total Contract Time indicated on the Bid Form. The Contractor shall include these days in the Progress Schedule. See Section 00 73 00 - 8.3.3.
 - a) JAN (8), FEB (7), MAR (6), APR (5), MAY (5), JUN (5), JUL (5), AUG (7), SEP (4), OCT (4), NOV (4), DEC (7).
 - 2) Adverse Weather Delays/Days shall only be considered as follows:
 - a) If the Adverse Weather Delay affects Exterior Critical Path Scope Items.
 - b) If the Adverse Weather Delay occurs on the Contractor's normal weekly work schedule (Example: If the Contractor's normal work days are Monday thru Friday and the Adverse Weather day is on Saturday and Sunday then the Contractor cannot receive Adverse Weather Delays for these days).
 - c) If the Adverse Weather Delay/Day has a rainfall of ≥ 0.65 "/day from an approved Weather Data Source.
 - d) If it rains 2 to 3 days in a row with each day having a rainfall exceeding ≥ 0.65 "/day, an additional Adverse Weather Day will be considered.
 - e. Unforeseen Delay Conditions:
 - 1) The Contractor shall keep track of critical path items affected by unforeseen delay conditions (i.e.: soils, unusual utility delays, etc.)

5. **Weather Data (Weather Underground, NOAA, MSU, etc.):** If weather days requested is ≥ 1 . Provide monthly 1 page calendar graphic print for each month.
6. **Construction Activities Photographs:**
 - a. Format: 2-4 Photos per 8½ x 11 Sheet of Paper
 - b. Also include Photo Records of Unit Costs items with itemized invoice lists.
7. **Update CPM Horizontal Bar Chart Schedule:** Showing the Following on 1 Sheet of 11" x 17" Paper (Tri-Folded)
 - a. Work items organized into phases, sites, buildings, etc.
 - b. Indicate estimated percentage of completion of each work item.
 - c. Vertical red Date Line that bisects all work line items and shows when the Schedule was prepared.
 - d. Graphically show start and finish times of each work item.
8. **Current Progress Meeting Agenda**
9. **Previous Progress Meeting Minutes**
10. **Releases of Liens:** For the second Application through the Application submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for who amounts were requisitioned on the previous payment.
11. **Material Invoices:** Contractor's Option.
12. **Released Liens**

1.8 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Architect's Supplemental Instructions: The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on the following forms:
 1. AIA Form G710 - Architect's Supplemental Instructions
- C. Request for Proposal: The Architect/Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change.
- D. Contractor's "Proposals" for Changes-in-Scope: (This "Proposal" shall not be listed as a "Change Order, only the Owner and/or Architect can issue a "Change Order") Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation. Document requested substitutions in accordance with Section 01 60 00 - Product Requirements.
 1. As applicable, attach the Sub-Contractor's breakdown to the back of the Contractor's Proposal.
 2. Document each Proposal/Quotation for change in cost or time with sufficient data to allow for evaluation of Proposal/Quotation. Breakdown each item to its basics with a subtotal.
 3. The Contractor shall break down each Proposal item on company letterhead in the following format for appropriate easy to follow evaluation and comment by Architect/Engineer/Owner. If applicable, provide the Sub-Contractor's breakdown as an attachment(s). If the Contractor's Proposal/Quotation is not broken down appropriately as determined by Architect, Engineer and Owner, it will be returned as "Not Approved - Resubmit".
 4. Materials, Labor and Cost Summary Requirements (Itemized Cost Breakdown):

- a. Direct Materials (M): Provide line items, describe material(s), provide quantities, unit price breakdown/quantity and item total. Also provide a subtotal for all Material Items. Re-Stocking fees are not to be allowed.
 - 1) (Insert Material Item description(s) here - quantity x \$/unit = (+/-)\$ item total)
 - 2) (Insert Material Item description(s) here - quantity x \$/unit = (+/-)\$ item total)
 - 3) Sub Total Materials = (+/-)\$
- b. Direct Labor (L): Provide line item breakdown for each Worker Classification, Labor Rate(s), number of workers and number of labor hours for each worker.
 - 1) (Insert Labor/Work description(s) here - number of person x hour/each x \$/hour = (+/-)\$ item total)
 - 2) (Insert Labor/Work description(s) here - number of person x hour/each x \$/hour = (+/-)\$ item total)
 - 3) Sub Total Labor = (+/-)\$
- c. Cost(s) Summary:
 - 1) Material & Labor (M&L) Sub-Total = (+/-)\$
 - 2) (%) Overhead & Profit (O&P) = (+/-)\$
 - a) *Note: OH&P shall be (0)% if Contingency Allowance used.
 - 3) Total for Proposed Change-in-Scope = (+/-)\$
- d. Contract Time Requested: (##) Calendar Days

(EXAMPLE PAGE)**CHANGE-IN-SCOPE PROPOSAL (On Contractor's Letter Head)****Date: 01/01/2013****Proposal #1a****Project Name:** (As listed on drawings in Bold Letters)**Job #'s:** AE's #: (As listed on drawings) Owner's #: (As listed on drawings/contracts)

To: Waycaster & Associates Architect
 Attn: (Field representatives name as stated at pre-construction meeting)
 112 Main Street, Suite-A
 Natchez, MS 39120 (v)601-442-3649 (f)601-442-7741

DESCRIPTION OF PROPOSED CHANGE-IN-SCOPE: (Provide a brief description of the proposed Change-in-Scope to the Contract Documents. Attach Supplementary Diagrams, Drawings, Sub-Contractor Proposals, Product Data, etc. as needed to clarify/describe the Proposed Change-in-Scope Proposal.)

(Insert description here in Bold Letters)

PURPOSE: (Insert reason for proposal, i.e. - Owner Request, User Request, Latent Condition, A/E Adjustment, Product Warranty Requirement, etc.)

(Insert purpose here)

ITEMIZED COST BREAKDOWN:

- A) Materials (M): (Provide line items, Describe material(s), provide quantities, unit price breakdown/quantity and item total. Also provide a subtotal for all Material Items)
1. (Insert Material Item description(s) here - quantity x \$/unit = (+/-)\$ item total)
 2. (Insert Material Item description(s) here - quantity x \$/unit = (+/-)\$ item total)

Sub-Total for Materials = (+/-)\$

- B) Labor (L): (Provide line item breakout for each Worker Classification, Labor Rate(s), number of workers and number of labor hours for each worker.)
1. (Insert Labor/Work description(s) here - number of persons x hours/each x \$/hour = (+/-)\$ item total)
 2. (Insert Labor/Work description(s) here - number of persons x hours/each x \$/hour = (+/-)\$ item total)

Sub-Total for Labor = (+/-)\$

C) Cost(s) Summary:

Material & Labor (M&L) Sub-Total = (+/-)\$

(*) Overhead & Profit (O&P) = (+/-)\$

(*Note: O&P is (0) % if Contingency Allowance used.)

Total for Proposed Change-in-Scope = (+/-)\$

D) Contract Time Requested:

(**) Calendar Days

ACCEPTANCE:

We indicate a full understanding that additional adjustments in the contract time and/or Schedule-of-Values relative to these listings will not be allowed. Change-in-Scope as proposed requires adjustment of the Schedule-of-Values and/or time based on costs of materials, labor, equipment, etc. We have agreed to the Change-in-Scope by submitting this Proposal for your review and approval. Let us know if you have any questions.

(Insert signature information here)

Attachments: (list attachments here.)

- E. Stipulated Sum/Price Change Order: Based on Request for Proposal and/or Contractor's fixed price Proposal/Quotation or Contractor's Request for Change as APPROVED by Architect/Engineer through a Professional Opinion of Costs.
- F. Construction Change Directive: Architect/Engineer may issue directive, on the following forms:
1. AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Execution of Change Orders: Owner/Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
1. AIA Form G701 - Change Orders
- H. Correlation Of Contractor Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 3. Promptly enter changes in Project Record Documents.
- I. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

1.9 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct appropriate

remedy or adjust payment. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

- B. Authority of Architect to assess defects and identify payment adjustments is final.
- C. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Coordination, Project Conditions and Project Coordinator
 - a. On-Site Project Coordinator/Superintendent
2. Preconstruction Meeting
 - a. Coordination
 - b. Attendance
 - c. Agenda
 - d. Minutes
3. Progress Meetings
 - a. Coordination
 - b. Attendance
 - c. Agenda
 - d. Minutes
4. Punch Lists
 - a. Punch List (Definition and Instructions)
 - b. Substantial Completion/Pre-Final Comprehensive Punch List
 - c. Final Completion Comprehensive Punch List
5. Cutting and Patching
6. Special Procedures
 - a. Alteration Work
 - b. Unsuitable Materials
 - c. Matching and Salvaging Materials
 - d. Remove, Cut, Patch and Repair
 - e. New/Existing Transitions
 - f. Surface Preparations and Finishing

1.2 COORDINATION, PROJECT CONDITIONS AND PROJECT COORDINATOR

- A. On-Site Project Coordinator / Superintendent (Super): The General Contractor shall designate one individual as a Project Coordinator / Superintendent, as referred to in the General Conditions.
1. Project Coordinator / Superintendent Requirement: Full-Time
 2. Prior to beginning work the Project Coordinator's / Superintendent's name and qualifications shall be submitted, in writing, to the Architect for distribution to the Owner. The Architect and Owner can require the General Contractor to switch the submitted Project Coordinator / Superintendent at their discretion to someone else associated with the General Contractor's associates/personnel.
 3. Upon the approval of the Project Coordinator / Superintendent by the Architect and the Owner, the Superintendent shall remain until the project is complete and cannot be removed during construction without the consent of the Architect and the Owner. If consent is granted by the Architect and Owner, then the approval process of a new Project Coordinator / Superintendent shall begin again as mentioned in above paragraph 1.2-A-1.
 4. No work shall be performed by the General Contractor or the Subcontractors unless the Project Coordinator / Superintendent is on site.

5. The Project Coordinator / Superintendent shall not work at any of the trades or companies and serve simultaneously as Project Coordinator / Superintendent.
 6. No Subcontractor is allowed onsite without prior approvals by the Architect and Owner. The General Contractor shall submit this request in Writing on AE/Owner approved forms.
 7. The General Contractor and Project Coordinator / Superintendent shall be responsible for all requirements stated within the project manual, drawings, addendums, directives, etc.
 8. Contractor shall be present at all onsite meetings, activities, etc.
- B. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- C. Contractor shall notify occupant's minimum of 48 hours in advance and get approval from occupants to gain access in the occupied spaces.
1. All notifications shall be coordinated through the Owner's Office.
- D. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown 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.
- F. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Coordination: Architect/Engineer will schedule meeting after Notice of Award.
- B. Attendance Required: Architect/Engineer and Contractor
- C. Agenda:
1. Execution of Owner-Contractor Agreement
 2. Submission of Executed Bonds and Insurance Certificates
 3. Distribution of Contract Documents
 4. Submission of List of Subcontractors, List of Products, Schedule of Values, and Progress Schedule
 5. Designation of Personnel Representing Parties in Contract and Architect/Engineer
 6. Procedures and Processing of Field Decisions, Submittals, Substitutions, Applications for Payments, Proposal Request, Change Orders, and Contract Closeout Procedures
 7. Scheduling
- D. Minutes: Record minutes and distribute copies within 1 day after meeting to participants, with 1 copy to Architect, Owner and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at monthly intervals.
- B. Coordination: Make arrangements for meetings, prepare agenda with copies for participants, preside at meeting.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner's representative, Architect/Engineer, as appropriate to agenda for each meeting.
- D. Agenda:
 - 1. Review Minutes of Previous Meetings
 - 2. Review of Work Progress
 - 3. Field Observations, Problems, and Decisions
 - 4. Identification of Problems Impeding Planned Progress
 - 5. Review of Submittals Schedule and Status of Submittals
 - 6. Review of Off-Site Fabrication and Delivery Schedules
 - 7. Maintenance of Progress Schedule
 - 8. Corrective Measures to Regain Projected Schedules
 - 9. Planned Progress During Succeeding Work Period
 - 10. Coordinate of Projected Progress
 - 11. Maintenance of Quality and Work Standards
 - 12. Effect of Proposed Changes on Progress Schedule and Coordination
 - 13. Other Business Relating to Work
- E. Minutes: Record minutes and distribute copies within 2 days after meeting to participants, with 2 copies to Architect/Engineer, Owner, and those affected by decision made.

1.5 PUNCH LISTS

- A. Punch List:
 - 1. Definition: A list of items to be completed or corrected that is created by the Contractor for the Architects review and approval. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the punch list will be date of issuance of the final Certificate of Payment or the date of the final payment.
 - 2. Instructions (Punch List, Work, Photos, Cover Letter, Initials and Date):
 - a. As items are completed or corrected, have the onsite person doing the Work initial and date beside each item that was completed. If other deficient work is encountered, the contractor shall correct item, add item to List, initial and date.
 - b. Once there are no more items to correct/complete, initial and date, forward us this List(s) with a Cover Letter and Photos of completed items (8-1/2" x 11" format, color photos, maximum 4 photos per each side of paper, minimum 1 photo per each punch list item) to our office stating the status of this List(s).
 - c. Note that the Punch List(s) cannot be accepted without the completed/corrected Work being done, a Cover Letter stating such Photos of completed items and the initials plus dates completed for each item by the onsite person doing the work.
- B. Substantial Completion/Pre-Final Comprehensive Punch List:
 - 1. When the Contractor considers that the Work is substantially complete, the Contractor shall do the following:

- a. Conduct a walk-thru at project site(s) with Contractor's Office Project Manager, Site Superintendent, Site Foreman and Major Sub-Contractors to make notes in each space/area affected by project scope.
- b. The Contractor shall prepare a comprehensive list of all spaces/areas affected by project site.
 - 1) The comprehensive list shall be organized into groupings of adjacent spaces, floors, elevations, buildings, sites, etc. that line-up with project scope.
 - 2) The comprehensive list shall have detailed noting for each space/area affected by project scope.
 - 3) The comprehensive list shall be double spaced for future noting and comments.
 - 4) The comprehensive list will have items to be completed or corrected as well as Contractors other notes or general acceptance of work.
- c. Submit Comprehensive Punch List with a cover letter to the Architect stating Contractor's intent.

C. Final Completion Comprehensive Punch List: Repeat process as stated in paragraph A.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural Integrity of Element
 - 2. Integrity of Weather-Exposed or Moisture-Resistant Elements
 - 3. Efficiency, Maintenance, or Safety of Element
 - 4. Visual Qualities of Sight Exposed Elements
- C. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

- J. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.
- K. At penetrations of fired rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of penetrated element.

3.2 SPECIAL PROCEDURES

A. Alteration Work:

- 1. Employ skilled and experienced installer to perform alteration work.
- 2. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- 3. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

B. Unsuitable Materials:

- 1. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete.
- 2. Replace materials as specified for finished Work.
- 3. Remove debris and abandoned items from area and from concealed spaces.

C. Matching and Salvaging Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.

D. Remove, Cut, Patch and Repair:

- 1. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- 2. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

E. New/Existing Transitions:

- 1. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- 2. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- 3. Where change of plane of 1/4" or more occurs, request instructions from Architect/Engineer.

F. Surface Preparation and Finish:

- 1. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- 2. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Reference (Use of CPM in Construction)
2. Quality Assurance (Scheduler)
3. Format
 - a. Listings
 - b. Color
 - c. Diagram Sheet Size
 - d. Scale and Spacing
4. Schedules
 - a. Organizations of Scheduled Tasks
 - b. Critical Path Method
 - c. Sequences of Work
 - d. Stages
 - e. Mathematical Analysis
 - f. Analysis Program
 - g. Required Sorts
 - h. Sub-Schedules
5. Submittals
6. Review and Evaluation
7. Updating Schedules
8. Distribution of Schedules

1.2 REFERENCE

- A. The Use of CPM in Construction: A Manual for General Contractors and the Construction Industry, Washington, D.C., The Associated General Contractors of America (AGC).

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's Administrative Personnel specializing in Critical Path Method (CPM) scheduling with 2 years minimum experience in scheduling construction work of complexity comparable to this Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.

1.4 FORMAT

A. Listings:

1. Reading from left to right, in ascending order for each activity. Identify each activity with applicable specification section number.
2. For projects with multiple sites, building and phases, provide multiple groupings for listings to correspond with scope to each project site, building and phase.

- B. Color: Submit ALL schedules in color.

C. Diagram Sheet Size:

1. Confine schedules to 1 page of paper that shows the entire project schedule summarized of 1 of the following sizes.
 - a. 8-1/2" x 11" (1 page only)
 - b. 8-1/2" x 14" (1 page only)
 - c. 11" x 17" (1 page only)
2. Provide other schedule breakdowns and formats as requested by Owner or Architect.
3. Schedules not submitted in the correct format will be sent back to the Contractor as Not Approved / Resubmit.

D. Scale and Spacing: To allow for notations and revisions.

1.5 SCHEDULES

A. Organization of Schedule Tasks: Coordinate contents of Schedule with the following:

- a. Phases
- b. Buildings
- c. Sites
- d. Schedule of Values/Pay Application

B. Critical Path Method: Prepare network analysis diagrams and supporting mathematical analyses using Critical Path Method (CPM), under concepts and methods outlined in AGC's "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".C. Sequences of Work: Illustrate order and interdependence of activities and sequence of work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.D. Stages: Illustrate complete sequence of construction by activity, identifying work of separate stages. Indicate dates for submittals, including dates for Owner furnished items and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.E. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity.

1. Preceding and Following Event Numbers
2. Activity Description
3. Estimated Duration of Activity, in Maximum 15 Day Intervals
4. Earliest Start Date
5. Earliest Finish Date
6. Actual Start Date
7. Actual Finish Date
8. Latest Start Date
9. Latest Finish Date
10. Total and Free Float; Accrue Float Time to Owner and to Owner's Benefit
11. Monetary Value of Activity, Keyed to Schedule of Values
12. Percentage of Activity Completed
13. Responsibility

F. Analysis Program: Capable of compiling monetary value of completed and partially completed activities of accepting revised completion dates, and recompilation of scheduled dates and float.

G. Required Sorts (List Activities in Sorts or Groups):

1. By preceding work item or event number from lowest to highest.
2. By longest float, then in order of early start.
3. By responsibility in order of earliest possible start date.
4. In order of latest allowable start dates.
5. In order of latest allowable finish dates.
6. Contractor's periodic payment request sorted by sites, buildings, phases, Schedule of Values listings and specifications sections.
7. Listing of basic input data generating report.
8. Listing of activities on critical path.

H. Sub-Schedules: Prepare sub-schedules for each stage of Work identified in Project Manual and Drawings.

1.6 SUBMITTALS

- A. Within 10 days after date established in Notice to Proceed, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.
- B. Participate in review of preliminary and complete network diagrams jointly with Architect/Engineer.
- C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major mechanical and electrical subcontractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analysis.
- E. Submit updated network schedules with each Application for Payment.
- F. Submit number of opaque reproductions Contractor requires, plus 3 copies Architect/Engineer will retain.

1.7 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of network diagrams and analysis with Architect/Engineer at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise network diagrams and analysis incorporating results of review, and resubmit within 10 days.

1.8 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Update diagrams to graphically depict current status of Work.

- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial and Final Completion.
- F. Submit sorts required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule.
- H. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate contractors.
- I. Update Schedules at each Schedule of Value and Pay Application Submittal.

1.9 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect/Engineer, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES FOR PRODUCTS & MATERIALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Definition
2. Deadlines
 - a. Proposed Products List Deadline (within 10 days from NTP)
 - b. Receipt of ALL Submittals Deadline (within 30 days from NTP)
3. Submittal Procedures Requirements for Products & Materials - General
 - a. Transmittal
 - b. Submittal Required Identification Markings
 - c. Contractor's Stamp
 - d. Space Allocation for GC/Architect's Stamps
 - e. Time Allocations for Submittals Review by Professionals of Record
 - f. Long Lead Time Submittals
 - g. Identify Variations of Submittals
 - h. Resubmission of Submittals
 - i. Distribution of Submittals
 - j. Minimum Number of Submittal (Copies) Required
4. Submittals - General Info
 - a. Product Data
 - b. Shop Drawings
 - c. Samples
 - d. Design Data
 - e. Test Reports
 - f. Certificates
 - g. Manufacturer's Instructions
 - h. Erection Drawings

1.2 DEFINITION

- A. Submittal(s): Includes but is not limited to Product Data, Shop Drawings, Samples, Design Data, Test Reports, Certificates, Manufacturer's Instructions, and Erections Drawings.

1.3 DEADLINES

A. Proposed Products List Deadline:

1. Within 10 days after date of Notice-to-Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

- B. Receipt of All Submittals Deadline: All submittals shall be submitted to Architect within 30 days from Notice-to-Proceed date.

1.4 SUBMITTAL PROCEDURES REQUIREMENTS FOR PRODUCTS – GENERAL

- A. Transmittal: Submit a transmittal with each submittal.
1. Schedule submittals to expedite Project, and deliver to Architect at business address. Coordinate submission of related items.
- B. Submittal Required Identification Markings: ALL Submittals shall have the following identifiers or they shall be returned to Contractor for inclusion.
1. Identify Project
 2. Contractor's Name
 3. Subcontractor's Name
 4. Supplier's Name
 5. Pertinent drawing and detail numbers
 6. Specification Section Number
- C. Contractor's Stamp: ALL Submittals shall have a Contractor's Stamp with the below information or they shall be returned to Contractor for inclusion.
1. 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 requirements of the Work and Contract Documents.
- D. Space Allocation for GC/Architect Review Stamps: Allow space on submittals for Contractor and Architect/Engineer review stamps.
- E. Time Allocations for Submittal Reviews by Professionals of Record:
1. For each submittal for review, allow the following days below excluding delivery time to and from Contractor.
 2. Architect Review:
 - a. 10 working days + 1 day per each submittal
 - b. For Finishes and Color Samples selections:
 - 1) Individual Color Samples/Finishes will be put on HOLD and NOT REVIEWED until ALL Color Samples are received from Contractor.
 - 2) Allow additional Owner, Architect and Interior Design meeting and review time of 10 working days + 1 day per each submittal to above stated times.
 3. Engineer/Consultant Review: 10 working days + 1 day per each submittal
 4. Notes: Working days excludes Saturdays, Sundays, Office Holidays, Government Holidays and Office Vacations (for primary reviewer). All submittals received at 1:30 pm or after will be logged in the next working day.
- F. Long Lead Time Submittals:
1. Color and Finish Samples: Shall be submitted first and all together so that project finishes can be selected early to reduce Submittal and Shop Drawing delays. Individual Color Samples/Finishes will be put on HOLD and NOT REVIEWED until ALL Color Samples are received from Contractor.
 2. Submit other products as early as possible that might have longer lead times than other products.
- G. Identify Variations of Submittals: Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Resubmission of Submittals: When revised for resubmission, identify changes made since previous submission.

- I. Distribution of Submittals: Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- J. Number of Submittals Required: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 1. Refer to "Submittal Procedure Requirements for Products and Materials - General" paragraph above for additional requirements

| Minimum Number of Submittal (Copies) Required | | | | | |
|-----------------------------------------------|--------------------------------------|-------------------------------------|-----------------------------------------------|-------------------------------------------|--------------|
| | <i>Architect (for retention)</i> | <i>Engineer (for retention)</i> | <i>Contractor (for office & site)</i> | <i>Sub-Contractor (for retention)</i> | <i>TOTAL</i> |
| Product Data | (1) | (0) | (2) | (1) | = (4) |
| Shop Drawings | (1) | (1) | (2) | (1) | = (5) |
| Samples | (1) | (0) | (2) | (1) | = (4) |
| Design Data | (1) | (1) | (2) | (1) | = (5) |
| Test Reports | (1) | (1) | (2) | (1) | = (5) |
| Certificates | (1) | (1) | (2) | (1) | = (5) |
| Manuf. Instruct. | (1) | (1) | (2) | (1) | = (5) |
| Erection Drawings | (1) | (1) | (2) | (1) | = (5) |

1.5 SUBMITTALS

- A. Product Data:
 1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 2. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- B. Shop Drawings:
 1. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 2. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - a. Include signed and sealed calculations to support design.
 - b. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - c. Make revisions and provide additional information when required by authorities having jurisdiction.
- C. Samples:
 1. Samples For Selection as Specified in Product Sections:
 - a. Submit to Architect/Engineer for aesthetic, color, or finish selection.
 - b. Submit samples of finishes from full range of manufacturers' standard colors, textures and patterns for Architect/Engineer selection.
 2. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 3. Include identification on each sample, with full Project information.

4. Reviewed samples which may be used in the Work are indicated in individual specification sections.
5. Samples will not be used for testing purposes unless specifically stated in specification section.

D. Design Data:

1. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

E. Test Reports:

1. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
2. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

F. Certificates:

1. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

G. Manufacturer's Instructions:

1. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.
2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

H. Erection Drawings:

1. Submit drawings for Architect/Engineer's benefit as contract administrator or for Owner.
2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
3. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Definition
2. Deadlines
 - a. Proposed Products List Deadline (within 10 days from NTP)
 - b. Receipt of ALL Submittals Deadline (within 30 days from NTP)
3. Submittal Procedures Requirements for Products & Materials - General
 - a. Transmittal
 - b. Submittal Required Identification Markings
 - c. Contractor's Stamp
 - d. Space Allocation for GC/Architect's Stamps
 - e. Time Allocations for Submittals Review by Professionals of Record
 - f. Long Lead Time Submittals
 - g. Identify Variations of Submittals
 - h. Resubmission of Submittals
 - i. Distribution of Submittals
 - j. Minimum Number of Submittal (Copies) Required
4. Submittals - General Info
 - a. Product Data
 - b. Shop Drawings
 - c. Samples
 - d. Design Data
 - e. Test Reports
 - f. Certificates
 - g. Manufacturer's Instructions
 - h. Erection Drawings

1.2 DEFINITION

- A. Submittals: Includes but is not limited to Product Data, Shop Drawings, Samples, Design Data, Test Reports, Certificates, Manufacturer's Instructions, and Erections Drawings.

1.3 DEADLINES

A. Proposed Products List Deadline:

1. Within 10 days after date of Notice-to-Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

- B. Receipt of All Submittals Deadline: All submittals shall be submitted to Architect within 30 days from Notice-to-Proceed date.

1.4 SUBMITTAL PROCEDURES REQUIREMENTS FOR PRODUCTS – GENERAL

- A. Transmittal: Submit a transmittal with each submittal.
1. Schedule submittals to expedite Project, and deliver to Architect at business address. Coordinate submission of related items.
- B. Submittal Required Identification Markings: ALL Submittals shall have the following identifiers or they shall be returned to Contractor for inclusion.
1. Identify Project
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 3. Subcontractor's Name
 4. Supplier's Name
 5. Pertinent drawing and detail numbers
 6. Specification Section Number
- C. Contractor's Stamp: ALL Submittals shall have a Contractor's Stamp with the below information or they shall be returned to Contractor for inclusion.
1. 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 requirements of the Work and Contract Documents.
- D. Space Allocation for GC/Architect Review Stamps: Allow space on submittals for Contractor and Architect/Engineer review stamps.
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 - 1) Individual Color Samples/Finishes will be put on HOLD and NOT REVIEWED until ALL Color Samples are received from Contractor.
 - 2) Allow additional Owner, Architect and Interior Design meeting and review time of 10 working days + 1 day per each submittal to above stated times.
 3. Engineer/Consultant Review: 10 working days + 1 day per each submittal
 4. Notes: Working days excludes Saturdays, Sundays, Office Holidays, Government Holidays and Office Vacations (for primary reviewer). All submittals received at 1:30 pm or after will be logged in the next working day.
- F. Long Lead Time Submittals:
1. Color and Finish Samples: Shall be submitted first and all together so that project finishes can be selected early to reduce Submittal and Shop Drawing delays. Individual Color Samples/Finishes will be put on HOLD and NOT REVIEWED until ALL Color Samples are received from Contractor.
 2. Submit other products as early as possible that might have longer lead times than other products.
- G. Identify Variations of Submittals: Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Resubmission of Submittals: When revised for resubmission, identify changes made since previous submission.

- I. Distribution of Submittals: Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- J. Number of Submittals Required: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 1. Refer to "Submittal Procedure Requirements for Products and Materials - General" paragraph above for additional requirements

| Minimum Number of Submittal (Copies) Required | | | | | |
|-----------------------------------------------|--------------------------------------|-------------------------------------|-----------------------------------------------|-------------------------------------------|--------------|
| | <i>Architect (for retention)</i> | <i>Engineer (for retention)</i> | <i>Contractor (for office & site)</i> | <i>Sub-Contractor (for retention)</i> | <i>TOTAL</i> |
| Product Data | 1 | 0 | 2 | 1 | = 4 |
| Shop Drawings | 1 | 1 | 2 | 1 | = 5 |
| Samples | 1 | 0 | 2 | 1 | = 4 |
| Design Data | 1 | 1 | 2 | 1 | = 5 |
| Test Reports | 1 | 1 | 2 | 1 | = 5 |
| Certificates | 1 | 1 | 2 | 1 | = 5 |
| Manuf. Instruct. | 1 | 1 | 2 | 1 | = 5 |
| Erection Drawings | 1 | 1 | 2 | 1 | = 5 |

1.5 SUBMITTALS

- A. Product Data:
 1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 2. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- B. Shop Drawings:
 1. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 2. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - a. Include signed and sealed calculations to support design.
 - b. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - c. Make revisions and provide additional information when required by authorities having jurisdiction.
- C. Samples:
 1. Samples For Selection as Specified in Product Sections:
 - a. Submit to Architect/Engineer for aesthetic, color, or finish selection.
 - b. Submit samples of finishes from full range of manufacturers' standard colors, textures and patterns for Architect/Engineer selection.
 2. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 3. Include identification on each sample, with full Project information.
 4. Reviewed samples which may be used in the Work are indicated in individual specification sections.
 5. Samples will not be used for testing purposes unless specifically stated in specification section.

D. Design Data:

1. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

E. Test Reports:

1. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
2. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

F. Certificates:

1. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

G. Manufacturer's Instructions:

1. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.
2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

H. Erection Drawings:

1. Submit drawings for Architect/Engineer's benefit as contract administrator or for Owner.
2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
3. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Quality Control and Control of Installation
 - 2. Tolerances
 - 3. References
 - 4. Manufacturers' Field Services
 - 5. Labeling
 - 6. Mock-Up Requirements
 - 7. Testing and Inspection

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. 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.
- D. Perform Work by persons qualified to produce required and specified quality.
- E. Verify field measurements are indicated on Shop Drawings or as instructed by manufacturer.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

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

1.4 REFERENCES

- A. For products or workmanship specified by association, trades, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Refer to Division 01 - Submittal Procedures for Products & Materials

1.6 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturers or fabricator's identification, approved agency identification, model number, serial number and performance characteristics on each label.

1.7 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be comparison standard for remaining Work.
 - 1. Mockups shall be confined to an area as designated by Architect. No work for specified items can be done other than mockup work until mockup has been modified per Architects comments and accepted by Architect after modifications made.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect/Engineer.

1.8 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.

1. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full-time registered Engineer, specialist, and responsible officer.
 2. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Architect/Engineer and authority having jurisdiction.
1. Laboratory: Authorized to operate at Project location.
 2. Laboratory Staff: Maintain full-time registered Engineer on staff to review services.
 3. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.
- D. Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
1. Submit final report indicating correction of Work previously reported as non-compliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use
- F. Testing and employment of testing agency of laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm or instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance of Contract Documents.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 6. Perform additional tests required by Architect/Engineer.
 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit 2 copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
1. Date Issued
 2. Project Title and Number
 3. Name of Inspector
 4. Date and Time of Sampling or Inspection

5. Identification of Product and Specifications Section
6. Location in Project
7. Type of Inspection or Test
8. Date of Test
9. Results of Test
10. Conformance with Contract Documents

J. Limits On Testing Authority:

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify 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. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 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 new material or substance in contact or bond.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Sections Includes:

1. Temporary Utilities
 - a. Temporary Electricity (use Owner's existing service)
 - b. Temporary Water Service (use Owner's existing service)
 - c. Temporary Sanitary Facilities (GC to provide)
2. Temporary Controls
 - a. Protective Canopies
 - b. Security
 - c. Dust Control
 - d. Erosion and Sediment Control
 - e. Noise Control
 - f. Pollution Control
3. Removal of Utilities, Facilities, and Controls
4. Construction Facilities
 - a. Parking
 - b. Progress Cleaning and Waste Removal

1.2 SUBMITTALS

- A. Submittals: The Contractor shall submit to the Architect and Owner for approval, means and methods discussed for accessing the work site, storage and protecting the public, to accommodate the site specific conditions.
- B. Shop Drawings: Submit Project Sign(s) to show dimensions, colors, lettering, graphics, materials, etc.

1.3 TEMPORARY UTILITIES - ELECTRIC POWER, WATER SUPPLY AND SANITARY SEWER

A. Temporary Electricity:

1. Contractor to provide temporary and utilize the Owner's/Tenant's/User Group's Existing Electrical Service.
2. Complement existing power service capacity and characteristics as required for construction operations.

B. Temporary Water Service:

1. Contractor to utilize the Owner's Existing Water Service.

C. Temporary Sanitary Facilities:

1. Contractor to provide temporary Sanitary Facilities. Comply with regulations and health codes for type, number, location, and maintenance of facilities.
2. Maintain required facilities and enclosures.
3. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.4 TEMPORARY CONTROLS

A. Dust Control:

1. Execute Work by methods to minimize raising dust from construction operations.
2. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

B. Erosion And Sediment Control:

1. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
2. Minimize surface area of bare soil exposed at one time.
3. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.
4. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
5. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Removal of Utilities, Facilities and Controls:

1. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
2. Clean and repair damage caused by installation or use of temporary work.
3. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.6 CONSTRUCTION FACILITIES

A. Construction Facilities:

1. Provide temporary enclosure for protection of construction and workers from exposure and inclement weather and for containment of heat.
2. Collect waste daily and when containers are full legally dispose of waste off-site.
 - a. Handle hazardous, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulations.

B. Parking:

1. Arrange for temporary parking areas to accommodate construction personnel.
2. Locate as approved by Owner.
3. When site space is not adequate, provide additional off-site parking.
4. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
5. Use of designated areas of existing parking facilities used by construction personnel is permitted.
6. Do not allow heavy vehicles or construction equipment in parking areas.
7. Maintenance:

- a. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
- b. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
8. Removal, Repair: Repair existing facilities damaged by use, to original condition.
9. Progress Cleaning and Waste Removal:
 - a. ALL soiled rags/debris shall be removed daily from building and site to reduce fire hazards and stain damage to existing and newly installed materials.
 - b. Use special care and dispose of immediately rags/debris that contain flammable materials.
10. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
11. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
12. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
 - a. Clean and tidy site daily during work hours.
13. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Products
 - a. General
 - b. Product Delivery Requirements
 - c. Product Storage and Handling Requirements
 - d. Product Options
2. Product Substitution Procedures

1.2 PRODUCTS

A. General:

1. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
2. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
3. Furnish interchangeable components from same manufacturer for components being replaced.

B. Product Delivery Requirements:

1. Transport and handle products in accordance with manufacturer's instructions.
2. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

C. Product Storage And Handling Requirements:

1. Store and protect products in accordance with manufacturers' instructions.
2. Store with seals and labels intact and legible.
3. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
4. For exterior storage of fabricated products, place on sloped supports above ground.
5. Provide off-site storage and protection when site does not permit on-site storage or protection.
6. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
7. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
8. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
9. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

D. Product Options:

1. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

2. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
3. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.3 PRODUCT SUBSTITUTION PROCEDURES

- A. **Architect will consider requests for Substitutions only within 30 days after date of Owner-Contractor Agreement established in Notice to Proceed.**
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A Request Constitutes a Representation that Contractor:
 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 2. Will provide same warranty for Substitution as for specified product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
 1. Submit 3 copies of request for Substitution for consideration. Limit each request to 1 proposed Substitution.
 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Closeout Documents
 2. Closeout Procedures
 - a. Substantial Completion
 - b. Certification of Final Acceptance
 3. Final Cleaning
 4. Starting of Systems
 5. Protecting of Installed Construction
 6. Project Record Documents
 7. Product Warranty and Bonds
 8. Demonstration and Instructions
 9. Testing, Adjusting, and Balancing
 10. Operations and Maintenance Data
 11. Manual for Materials and Finishes
 12. Manual for Equipment and Systems
 13. Spare Parts and Maintenance Products

1.2 CLOSEOUT DOCUMENTS

- A. Unless otherwise notified, the Contractor shall submit to the Owner through the Professional, 3 copies of the following before final payment is made:
1. Request for Final payment (AIA Document G702): Current edition, completed in full or a computer generated form having similar data.
 2. Consent of Surety Company to Final Payment (AIA Document G707): Current edition, completed in full by the Bonding Company.
 3. Power of Attorney: Closeout documents should be accompanied by an appropriate Power of Attorney.
 4. Release of Liens and Certification that All Bills Have Been Paid (AIA Document G706A): Current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages.
 5. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706): Current edition, completed in full.
 6. Guarantee of Work: Sworn Statement that all work is guaranteed against defects in materials and workmanship for one 1 year from date of Owner's acceptance (2 years for roofs), except where specified for longer periods.
 - a. Word the Guarantee as follows, or in a similar manner:
We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one 1 year (and 2 years for roofs) or such longer period of time as may be called for in the Contract Documents for such portions of the Work.

- b. All guarantees and warranties shall be obtained in the Owner's name.
 - c. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.
 - d. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.
 - e. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
7. Additional Documents Specified Within the Project Manual: Provide all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.
8. Submit AFTER condition photographs of the project with the Notice of Completion form. The photos and form shall be submitted to MDAH after the project is completed or 1 year of issue date of Mississippi Landmark Permit, whichever comes first. Digital color images that are submitted on CD-ROM will be acceptable.

1.3 CLOSEOUT PROCEDURES

- A. Substantial Completion: Request inspection once the following are complete.
- 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Changeover locks and transit keys to Owner.
 - 5. Complete startup testing of systems and instruction of operation and maintenance personnel.
 - 6. Remove temporary facilities and controls.
 - 7. Complete final cleanup.
 - 8. Touch up, repair, and restore marred, exposed finishes.
 - 9. Obtain final inspections from authorities having jurisdiction.
 - 10. Obtain certificate of occupancy.
 - 11. Complete Indoor Air Quality Control measures.
 - 12. The Contractor's Punch List, listing all areas of the project and broken down by each area (Project Site, Separate Buildings, Elevations, Floor Levels, Rooms, etc.). The Contractor will list beside each area the work item to be completed and corrected or "none", if no work needed. The Architect will use the Contractor's list to review work.
- B. On receipt of a request for inspection, Architect will proceed with inspection or advise Contractor of unfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
- 1. Manufacturer's maintenance manuals spare parts list and warranties.
- D. Certification of Final Acceptance: Request inspection once the following are complete.

1. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 2. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
 3. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and the Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- E. Architect will inspect the Work on receipt of notice that the Work has been completed.
1. On completion of inspection, Architect will prepare a certificate of final acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.
- F. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- G. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- H. Owner will occupy all of building as specified.

1.4 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion. Execute final cleaning prior to final project assessment.
1. Remove labels that are not permanent.
 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
 3. Clean exposed finished to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
 4. Vacuum carpeted surfaces and wax resilient flooring.
 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
 6. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

1.5 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer 7 days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractors' personnel in accordance with manufacturer's instructions.

1.6 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic landscaped areas.

1.7 PROJECT RECORD DOCUMENTS

- A. Documents: Maintain on site 1 set of the following: record actual revisions to the Work.
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and Other Modifications to the Contract
 - 5. Reviewed Shop Drawings, Product Data, and Samples
 - 6. Manufacturer's Instructions for Assembly, Installation, and Adjusting
 - 7. Progress Photographs
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than (weekly).
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following.
 - 1. Manufacturer's Name and Product Model and Number
 - 2. Product Substitutions or Alternated Utilize
 - 3. Changes made by Addenda and Modifications
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including.
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.8 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Submit prior to final Application for Payment.

1.9 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel 2 weeks prior to date of final inspection.
- B. Demonstrate Project equipment and instructed by manufacturer's representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within 6 months.
- D. Utilize operations and maintenance manuals as basis for instruction. Review contents of manual and shutdown of each item of equipment at agreed time at designated location.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. Required instruction time for each item of equipment and system is specified in individual sections.

1.10 TESTING, ADJUSTING, AND BALANCING

- A. Independent firm will perform services specified in Section.
- B. Reports will be submitted by independent firm to Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

1.11 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2" x 11" (A4) text pages, 3 D size ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volumes, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractor, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant Design Criteria
 - b. List of Equipment
 - c. Parts List for each Component
 - d. Operating Instructions
 - e. Maintenance Instructions for Equipment and Systems
 - f. Maintenance Instructions for Special Finishes, Including Recommended Cleaning Methods and Materials, and Special Precautions Identifying Detrimental Agents
 3. Part 3: Project documents and certificates, including the following:
 - a. Shop Drawings and Product Data
 - b. Air and Water Balance Reports
 - c. Certificates
 - d. Originals and Photocopies of Warranties and Bonds

1.12 MANUAL FOR MATERIALS AND FINISHES

- A. Submit 2 copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit 1 copy of completed volume 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit 2 sets of revised final volumes in final form within 10 days after final inspection.
- E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- H. Additional Requirements: As specified in individual product specification sections.
- I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.13 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit 2 copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return 1 copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.
- C. Submit 1 copy of completed volume 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit 2 sets of revised final volumes in final form within 10 days after final inspection.
- E. Each Item of Equipment and Each System: Include description of unit or system, and components parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and test, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed and label machine.
- G. Include color coded wiring diagrams as installed.
- H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- I. Maintenance Requirements: Include routine procedures and guides for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule, and list of lubricants required.
- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.
- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include control diagrams by controls manufacturer as installed.
- O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
- P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- R. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.

- S. Additional Requirements: As specified in individual product specification sections.
- T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.14 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specifies in individual specification sections.
- B. Deliver to project site and place in location as directed by Owner; obtain receipt prior to final payment.

END OF SECTION

SECTION 02 41 19

SELECTIVE STRUCTURE DEMOLITION, RENOVATION & RESTORATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Hazardous Containing Materials - Asbestos (ACM's)
 2. Termites
 3. Salvage Materials

1.2 SYSTEM DESCRIPTION

- A. Performance Requirements: Perform work in accordance with local regulatory agencies standards.

1.3 SUBMITTALS

- A. Closeout Submittals:
1. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.
 2. Operation and Maintenance Data: Submit description of system, inspection data, and parts lists.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements:
1. In addition to all applicable state and local codes for demolition of structures, provide safety for adjacent structures, dust control, runoff control, and proper disposal on a timely basis.
 2. Obtain required permits from regulating authorities.
 3. Notify affected utility companies before starting work and comply with their requirements.
 4. Do not close or obstruct roadways, sidewalks, or fire hydrants without permits.
 5. Conform to applicable regulatory procedures when discovering hazardous/contaminated materials.
 6. Conform to Environmental Protection Agency and State's Bureau of Pollution Control requirements for hazardous materials.
- B. Pre-Installation Meetings: Convene minimum 1 week prior to commencing work of this section.

1.5 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

1.6 SCHEDULING

- A. Schedule work to coincide with new construction.
- B. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation and in adjoining spaces.
- C. Coordinate utility and building service interruptions with Owner.
1. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

2. Schedule tie-ins to existing systems to minimize disruption.
3. In Occupied Areas coordinate work to ensure fire sprinklers, fire alarms, smoke detectors, exit signs, emergency lighting, and other life safety systems remain in full operation in occupied areas.

PART 2 - PRODUCTS

2.1 ASBESTOS CONTAINING MATERIALS (ACM's)

A. Asbestos Containing Materials (ACM's)

1. Asbestos Containing Materials (ACM's): No ACM's are anticipated for this project.

2.2 TERMITES

A. Termites:

1. Termite damage/infestation is not anticipated for this project. If termite damage/infestation is discovered, Notify Architect.
2. Termite damage/infestation has been reported for this project. Correct damage with new materials. A copy of report is available at Architect's office.

2.3 SALVAGE MATERIALS

- A. **Salvaged Materials:** Materials not desired by Owner or Using Group become the property of the Contractor and must be removed from the site shortly after removal.
- B. **Salvaged Items:**
 1. List of Items to be Salvaged:
 - a. Refer to Drawings and On-Site Conditions
 - b. Salvaged Items will also be determined by Owner, User Group and Architect.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection Plan: Protect ALL existing and new items using the appropriate physical barriers (i.e. plastics, appropriate tapes, rigid insulation boards, cardboards, chip board, plywood, mulch, hay, etc.) and a standard of care for Architect comment and approval.
- B. Protection of Existing and New Items On and Off Project Site:
 1. General Items Protected:
 - a. ALL existing items on project site and within project construction area limits.
 - b. ALL items delivered to and stored on and off site.
 - c. ALL roadways and parking lots on and off site that might be damaged by construction traffic.
 - d. ALL new scope items prior to and after installation that are noted in Drawings and Specifications.
- C. Surface Preparation:
 1. Notify affected utility companies before starting work and comply with their requirements.
 2. Mark location and termination of utilities.
 3. Erect, and maintain temporary barriers and security devices at locations indicated, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.

4. Erect and maintain weatherproof closures for exterior openings.
5. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.
6. Prevent movement of structure; provide temporary bracing and shoring required to ensure safety of existing structure.
7. Provide appropriate temporary signage including signage for exit or building egress.
8. Do not close or obstruct building egress path.
9. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

3.2 APPLICATION

A. Salvage Requirements:

1. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.
2. Tag components and equipment Owner designates for salvage.
3. Protect designated salvage items from demolition operations until items can be removed.
4. Carefully remove building components and equipment indicated to be salvaged.
5. Disassemble as required to permit removal from building.
6. Package small and loose parts to avoid loss.
7. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
8. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
9. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

B. Demolition - General:

1. Conduct demolition to minimize interference with adjacent and occupied building areas.
2. Maintain protected egress from and access to adjacent existing buildings at all times.
3. Do not close or obstruct roadways or sidewalks without permits.
4. Cease operations immediately when structure appears to be in danger and notify Architect.
5. Disconnect and remove designated utilities within demolition areas.
6. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
7. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
8. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
9. Remove temporary Work.

C. Demolition - Noted Finishes/Finish Systems Removal to Structure:

1. Finishes and finish systems noted shall be considered one and the same.
2. Structural slabs, members, decks and sheathing (concrete, CMU, steel and wood) does not include finishes or parts of finishing systems. Architect will make final determination.
3. Remove Finishes/Finish Systems noted to structural slabs/members/decks/sheathing. Prepare structural slabs/members/decks/sheathing to receive new finishes/finish systems.
 - a. If there is a couple to several layers of finish/finish systems, then the Contractor shall remove ALL finish/finish systems to structural slabs/members/deck/sheathing at no additional costs or time to Owner.
 - b. Prepare structural slabs/members/decks/sheathing to receive new finish/finish systems.

4. Coordinate approvals with Architect and Manufacturer. Use most stringent requirement at no additional costs or time to Owner.

3.3 REPAIR/RESTORATION

- A. Substrate Repairs: Repair holes in ALL substrates to match surrounding materials. Provide appropriate non-corrosive fasteners, pins, plates, etc. at no additional cost to Owner prior to starting scope of new materials. ALL repairs shall be approved by Architect and Manufacture of materials being applied to repaired substrate.

3.4 ADJUSTING

- A. Cutting:
 1. Cut new openings neat, as close as possible to profiles indicated.
 2. Do not cut or alter structural members without the prior written approval of the Engineer.
 3. Remove concrete and masonry whenever possible by saw cutting or similar approved method.
- B. Alterations: Coordinate alterations with Architect.
- C. Suspicious Materials Discovery: Notify Architect immediately if undocumented suspicious/possible hazardous material is discovered/uncovered in the process of demolition work that is not listed within Drawings or Specifications. Such materials will be analyzed per EPA Guidelines by a qualified environmental engineers selected by the Owner to perform such analysis and removal as conditions require.
 1. If the suspicious materials test NEGATIVE for Asbestos or Lead, then the Contractor shall continue demolition per drawings and specifications without additional cost or time.
 2. If suspicious materials test POSITIVE for Asbestos or Lead, then:
 - a. For Asbestos Containing Materials: Where demolition is required, Contractor is to comply with current State's Department of Environmental Quality and Federal Environmental Protection Agency (NESHAPS and OSHA requirements for removal and disposal).
 - b. For Lead-Based Paints: Where demolition is required, Contractor shall use OSHA approved methods to ensure workmen and public are not exposed above applicable OSHA exposure levels. The Contractor is to achieve proper disposal of lead-containing waste per OSHA requirements.

END OF SECTION