SECTION 00100 – INSTRUCTIONS TO BIDDERS

1. AIA DOCUMENT A701, 1997 EDITION "INSTRUCTIONS OF BIDDERS" ARE INCLUDED AS PART OF THESE SPECIFICATIONS SAME AS IF HEREIN REPRINTED IN FULL.

   A) A COPY OF AIA A701, 1997 MAY BE OBTAINED FROM OWNER, ARCHITECT, OR DIRECTLY FROM THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006.

SECTION 00120 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE FOLLOWING SUPPLEMENTS MODIFY, CHANGE, DELETE FROM, OR ADD TO THE INSTRUCTIONS TO BIDDERS (AIA A701, 1997 EDITION). WHERE ANY ARTICLE OF THE INSTRUCTION TO BIDDERS IS MODIFIED OR ANY PARAGRAPH, SUB-PARAGRAPH, OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTAL INSTRUCTIONS, THE UNALTERED PROVISIONS OF THE ARTICLE, PARAGRAPH, SUB-PARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT.

1. ARTICLE 1, PARAGRAPH 1.8, ADD:

   BIDDING IS BY INVITATION, FROM THE OWNER, ONLY.

2. ARTICLE 1, ADD PARAGRAPH 1.10:

   1.10 THE TERM "ARCHITECT" AS USED HEREIN, SHALL BE CONSTRUED TO MEAN THE "OWNER", AS THE OWNER WILL ADMINISTER THE BIDDING PROCEDURE.

3. ARTICLE 3, PARAGRAPH 3.1.1:

   OWNER WILL PROVIDE EACH INVITED BIDDER ONE (1) SET OF SEPIAS OF THE BIDDING DOCUMENTS. EXTRA SETS MAY BE REQUESTED FROM THE OWNER OF A NON-REFUNDABLE COST. DEPOSIT IS OF OWNER'S DISCRETION.

4. ARTICLE 4, PARAGRAPH 4.1.1 DELETE AND INSERT THE FOLLOWING:

   4.1.1 BIDS SHALL BE SUBMITTED ON FORMS IDENTICAL TO THE BID FORM PROVIDED BY THE OWNER; ONE (1) ORIGINAL WITH ORIGINAL SIGNATURE(S). BIDS TRANSMITTED VIA FACSIMILE, PROVIDED THEY ARE RECEIVED BY THE PRESCRIBED DEADLINE, ARE ACCEPTABLE. ORIGINALS SHALL BE SENT BY OVERNIGHT SERVICE FOR NEXT DAY DELIVERY.

5. ARTICLE 4, PARAGRAPH 4.2:

   DELETE THIS PARAGRAPH IN ITS ENTIRETY, AS NO BID SECURITY WILL BE REQUIRED.

6. ARTICLE 4, PARAGRAPH 4.4.1:

   THE "STIPULATED TIME PERIOD" SHALL BE CONSTRUED AS 45 CALENDAR DAYS.

7. ARTICLE 5, PARAGRAPH 5.3.3:

   5.3.3 VOLUNTARY ALTERNATES, IF OFFERED BY THE BIDDER, WILL NOT BE CONSIDERED IN DETERMINING THE LOWEST RESPONSIBLE BID, HOWEVER, THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT, ANY OR ALL VOLUNTARY ALTERNATES, PRIOR TO AWARD OF CONTRACT.

8. ARTICLE 6, PARAGRAPH 6.2:

   DELETE THIS PARAGRAPH IN IT'S ENTIRETY.

9. ARTICLE 7, PARAGRAPH 7.1.1:

   BOND REQUIREMENT WILL BE AN OPTION RESERVED BY THE OWNER.

10. ARTICLE 7, PARAGRAPH 7.2.2:

    DELETE "UNLESS OTHERWISE PROVIDED, " AND SUBSTITUTE: "UNLESS OTHERWISE ACCEPTABLE TO THE OWNER."

SECTION 00220 – GEOTECHNICAL DATA

1. SUBSURFACE REPORT

   A) THE OWNER HAS HAD A SUBSURFACE INVESTIGATION PERFORMED BY A GEOTECHNICAL CONSULTANT, IN WHICH THE PARAMETERS OF WHICH ARE NOTED ON THE DRAWINGS. THE CONSULTANT'S REPORT PRESENTS THEIR CONCLUSIONS ON SUBSURFACE CONDITIONS, BASED ON THEIR INTERPRETATIONS OF THE DATA OBTAINED IN THE INVESTIGATION. THE CONTRACTOR ACKNOWLEDGES THAT THE SUBSURFACE CONDITIONS AS DESCRIBED IN THE CONSULTANT'S REPORT AND ON THE DRAWINGS, AND THAT THE BID FOR EXCAVATION OPERATIONS, INCLUDING ALL NECESSARY ROCK REMOVAL, IS BASED ON THE SUBSURFACE CONDITIONS AS DESCRIBED IN SAID REPORT. IT IS RECOGNIZED THAT A SUBSURFACE INVESTIGATION MAY NOT DISCLOSE ALL CONDITIONS AS THEY ACTUALLY EXIST BETWEEN THE TIME OF A SUBSURFACE INVESTIGATION AND THE TIME EXCAVATION OPERATIONS. IN RECOGNITION OF EQUITABLE ADDITIONAL COMPENSATION FOR THE CONTRACTOR IF SUBSURFACE CONDITIONS ARE ENCOUNTERED, AND TO PROVIDE A MEANS OF REBATE TO THE OWNER IF THE CONDITIONS ARE MORE FAVORABLE THAN ANTICIPATED.

   B) AT ANY POINT IN TIME DURING EXCAVATION OPTRATIONS THAT THE CONTRACTOR ENCOUNTERS CONDITIONS THAT ARE DIFFERENT THAN THOSE ANTICIPATED BY THE FOUNDATION CONSULTANT'S REPORT, THE CONTRACTOR SHALL IMMEDIATELY (WITHIN 24 HOURS) BRING THIS FACT TO THE OWNER'S ATTENTION. ONCE A FACT OF UNANTICIPATED CONDITIONS HAS BEEN BROUGHT TO THE ATTENTION OF THE OWNER, AND THE CONSULTANT HAS CONCURRED, IMMEDIATE NEGOTIATIONS WILL BE UNDERTAKEN BETWEEN THE OWNER, AND THE CONTRACTOR TO ARRIVE AT A CHANGE IN CONTRACT PRICE FOR ADDITIONAL WORK OR REDUCTION IN WORK BECAUSE OF THE UNANTICIPATED CONDITIONS. THE CONTRACTOR AGREES THAT THE STATED UNIT PRICE WOULD APPLY FOR ADDITIONAL OR REDUCED WORK UNDER THE CONTRACT.

   C) THE SOIL INVESTIGATION REPORT IS NOT INTENDED AS REPRESENTATIONS OR WARRANTIES OF ACCURACY OF CONTINUITY BETWEEN SOIL BORINGS, AND IS FURNISHED ONLY AS A MATTER OF CONVENIENCE TO THE BIDDER.

SECTION 00300 – BID FORM

1. THE FORM OF PROPOSAL WILL BE FURNISHED SEPARATELY BY THE OWNER.

SECTION 00700 – GENERAL CONDITIONS

1. AIA DOCUMENT A201, 2007 EDITION, "GENERAL CONDITIONS OF THE CONTACT FOR CONSTRUCTION" ARE INCLUDED AS PART OF THESE SPECIFICATIONS SAME AS IF HEREIN REPRINTED IN FULL.

   A) A COPY OF AIA A201, 2007 MAY BE OBTAINED FROM OWNER, ARCHITECT, OR DIRECTLY FROM THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006.

SECTION 00800 – SUPPLEMENTARY CONDITIONS

THE FOLLOWING SUPPLEMENTS MODIFY, CHANGE, DELETE FROM, OR ADD TO THE INSTRUCTIONS TO BIDDERS (AIA A701, 1997 EDITION). WHERE ANY ARTICLE OF THE INSTRUCTION TO BIDDERS IS MODIFIED OR ANY PARAGRAPH, SUB-PARAGRAPH, OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THE SUPPLEMENTAL INSTRUCTIONS, THE UNALTERED PROVISIONS OF THE ARTICLE, PARAGRAPH, SUB-PARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT.

1. ARTICLE 1, PARAGRAPH 4.2.1; DELETE AND SUBSTITUTE:
   4.2.1 ALL REFERENCES USED THROUGHOUT THESE DOCUMENTS REQUIRING THE ARCHITECT TO ACT, APPROVE, OBSERVE OR OTHERWISE USE HIS PROFESSIONAL JUDGMENT REGARDING THIS PROJECT, WILL BECOME THE SOLE RESPONSIBILITY OF THE OWNER, WHO MAY CONSULT WITH THE ARCHITECT ON PERIODIC BASIS AS THE OWNER DEEMS NECESSARY TO ASSURE COMPLIANCE WITH THE CONTRACT DOCUMENTS.

2. ARTICLE 7, PARAGRAPH 7.3.6 IS FURTHER CLARIFIED AS FOLLOWS:

   WHEN THE OWNER AUTHORIZES THE CONTRACTOR TO PERFORM CHANGES OR ADDITIONS INVOLVING EXTRA LABOR AND MATERIAL AND IF THE CONTRACTOR IS DIRECTED TO PROCEED ON THE BASIS OF THE ACTUAL COST OF LABOR AND MATERIAL PLUS CHANGE ORDER, THE FOLLOWING ALLOWANCES WILL BE ALLOWED FOR OVERHEAD (INCLUDING BOND AND INSURANCES) & PROFIT:

   1) FOR THE CONTRACTOR: NET 10%
   2) EXTRA WORK COVERED BY UNIT PRICES AS REQUESTED IN THE BID FORM, INCLUDE CONTRACTOR'S OVERHEAD AND PROFIT.
   3) SUPERINTENDENT'S TIME SHALL NOT BE INCLUDED IN T & M EXTRA WORK

3. ARTICLE 8, ADD PARAGRAPH 8.3.4:

   8.3.4 THE CONTRACTOR SHALL HAVE NO CLAIM FOR AN EXTENSION OF TIME UNLESS SUCH TIME IS STATED ON THE FACE OF A WRITTEN CHANGE ORDER AND APPROVED AND SIGNED IN WRITING BY THE OWNER IN SUCH CHANGE ORDER. ANY ATTEMPTED RESERVATION BY THE CONTRACTOR OF THE RIGHT TO SUBSEQUENTLY CLAIM ANY EXTENSION OF TIME NOT STATED ON THE FACE OF A WRITTEN CHANGE ORDER APPROVED AND ACCEPTED BY THE OWNER SHALL BE NULL AND VOID.

4. ARTICLE 9, PARAGRAPH 9.3.1; ADD THE FOLLOWING:

   PAYMENT REQUESTS MUST BE RECEIVED BY THE OWNER NO LATER THAN THE 28TH DAY OF EACH MONTH, AND MUST INCLUDE ALL PAYMENT DUE BY LIEN WAIVER IN FULL FOR EACH PARTICIPATING CONTRACTOR, SUBCONTRACTOR, AND SUPPLIER SEEKING PAYMENT. OWNER WILL NOT BE REQUIRED TO MAKE ANY PAYMENT WITHOUT THE REQUIRED LIEN WAIVERS.

5. ARTICLE 9, PARAGRAPH 9.4: DELETE IN ITS ENTIRETY. (CERTIFICATES FOR PAYMENT)

6. ARTICLE 9, PARAGRAPH 9.8.1; DELETE AND SUBSTITUTE: (PROGRESS PAYMENTS)

   9.8.1 UPON RECEIPT OF CONTRACTOR'S APPLICATION FOR PAYMENT, OWNER WILL MAKE SUCH PAYMENT TO THE CONTRACTOR WITHIN 15 DAYS OR AS SOON AS PRACTICAL THEREAFTER.

7. ARTICLE 9, ADD PARAGRAPHS 9.10.0:

   9.10.0 BEFORE OWNER ISSUES FINAL PAYMENT HEREUNDER, THE CONTRACTOR SHALL SUBMIT TO THE OWNER; (A) AN AFFIDAVIT THAT ALL PAYROLLS AND BILLS FOR MATERIALS AND EQUIPMENT, AND OTHER INDEBTEDNESS CONNECTED WITH WORK FOR WHICH THE OWNER OR IT'S PROPERTY MIGHT IN ANY WAY BE RESPONSIBLE, HAVE BEEN PAID OR OTHERWISE SATISFIED, (B) THE CONSENT OF SURETY TO FINAL PAYMENT; AND (C) IF REQUIRED BY THE OWNER, OTHER DATA ESTABLISHING PAYMENT OR SATISFACTION OF ALL SUCH OBLIGATIONS, SUCH AS RECEIPTS, RELEASES AND WAIVERS OF LIENS ARISING OUT OF THE CONTRACT DOCUMENTS, TO BE TO THE EXTENT AND IN SUCH FORM AS MAY BE DESIGNATED BY THE OWNER. IF ANY SUBCONTRACTOR AND/OR MATERIALMAN REFUSES TO FURNISH A BOND, AT ITS EXPENSE, SATISFACTORY TO THE OWNER TO INDEMNIFY THE OWNER AGAINST SUCH LIEN, IF ANY SUCH LIEN REMAINS UNSATISFIED AFTER ALL PAYMENTS ARE MADE, THE CONTRACTOR SHALL REFUND TO THE OWNER ALL MONIES THAT THE OWNER MAY BE COMPELLED TO PAY IN DISCHARGING SUCH LIEN, INCLUDING, WITHOUT LIMITATION, ALL COSTS AND REASONABLE ATTORNEY'S FEES.

   9.10.0 ALL WAIVERS AND SUBORDINATION AGREEMENTS ARE SUBJECTED HEREUNDER TO BE FORM ACCEPTABLE TO THE OWNER.

8. ARTICLE 11; DELETE FIRST PARAGRAPH 11.1.1 BEGINNING WITH "THE CONTRACTOR" AND ENDING WITH BE LIABLE" AND SUBSTITUTE TO THE FOLLOWING:

   11.1.1 PRIOR TO THE COMMENCEMENT OF THE WORK, CONTRACTOR SHALL PROCURE, AND CONTRACTOR SHALL MAINTAIN, ALL INSURANCE REQUIRED UNDER THE PARAGRAPH 11.1. CONTRACTOR SHALL REQUIRE EACH SUBCONTRACTOR TO PROCURE AND MAINTAIN ADEQUATE TO PROTECT SUBCONTRACTOR AND IT'S EMPLOYEES. IF THE SUBCONTRACTOR'S POLICIES ARE UNACCEPTABLE TO OWNER, CONTRACTOR AND/OR SUBCONTRACTOR SHALL REVISE THE COVERAGE OR OBTAIN ADDITIONAL COVERAGE AS REASONABLY REQUESTED BY OWNER. OWNER'S APPROVAL OF CONTRACTOR'S AND ANY SUBCONTRACTOR'S INSURANCE SHALL NOT RELIEVE OR LIMIT THEIR LIABILITY UNDER THE CONTRACT DOCUMENTS. IN THE EVENT OF THE FAILURE OF CONTRACTOR TO FURNISH AND MAINTAIN SUCH INSURANCE THEN THE OWNER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO TAKE OUT AND MAINTAIN SUCH INSURANCE FOR AND IN THE NAME OF CONTRACTOR AND CONTRACTOR SHALL PAY THE COST THEREOF AND FURNISH ALL NECESSARY INFORMATION TO PERMIT THE OWNER TO TAKE OUT AND MAINTAIN SUCH INSURANCE FOR THE ACCOUNT OF CONTRACTOR. CONTRACTOR SHALL NOT ALLOW ANY SUBCONTRACTOR TO COMMENCE WORK ON ITS SUBCONTRACT UNTIL ALL INSURANCES REQUIRED OF SUBCONTRACTOR HAVE BEEN OBTAINED. CONTRACTOR SHALL PURCHASE AND MAINTAIN SUCH INSURANCE AS WILL PROTECT FROM CLAIMS SET FORTH BELOW WHICH MAY ARISE OUT OF OR RESULT FROM CONTRACTOR'S OPERATIONS UNDER THE CONTRACT DOCUMENTS, WHETHER SUCH OPERATIONS BE BY CONTRACTOR OR BY SUBCONTRACTOR OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR BY ANYONE FOR WHOSE ACTS ON ANY OF THEM MAY BE LIABLE:

9. ARTICLE 11; DELETE PARAGRAPH 11.1.2 AND SUBSTITUTE THE FOLLOWING:

   11.1.2 THE LIABILITY INSURANCE PURCHASED AND MAINTAINED BY CONTRACTOR PURSUANT TO THIS PARAGRAPH 11.1 SHALL INCLUDE THE TYPES AND BE IN THE MINIMUM AMOUNTS AS FOLLOWS:

   A) WORKMAN'S COMPENSATION

   B) WORKERS' OR WORKMENS' COMPENSATION – MAXIMUM PERMITTED BY STATE, UNLIMITED IF PERMITTED;

   II) EMPLOYER'S LIABILITY – $1 MILLION.

   B) COMPREHENSIVE GENERAL LIABILITYBODILY INJURY AND PROPERTY DAMAGE HAVING A COMBINED SINGLE LIMIT OF $1 MILLION AND INCLUDING THE FOLLOWING COVERAGES:

   I) COMPREHENSIVE FORM;

   II) PREMISES – OPERATIONS;

   III) EXPLOSION AND COLLAPSE HAZARD;

   IV) UNDERGROUND HAZARD;

   V) PRODUCTS – COMPLETED OPERATIONS HAZARD (WHICH MUST BE MAINTAINED FOR 2 YEARS COMMENCING WITH ISSUANCES OF THE FINAL CERTIFICATE OF PAYMENT);

   VI) CONTRACTUAL INSURANCE;

   VII) BROAD FORM PROPERTY DAMAGE (EXTENDED TO APPLY TO COMPLETED OPERATIONS);

   VIII)INDEPENDENT CONTRACTORS;

   IX) PERSONAL INJURY (WITH EMPLOYEES AND CONTRACTUAL EXCLUSIONS DELETED);

   C) AUTOMOBILE LIABILITY (COMPREHENSIVE FORM, INSURING CONTRACTOR FOR OPERATIONS OF ALL OWNED, HIRED, AND NON-OWNED VEHICLES) LIMIT OF $1 MILLION.

   D) UMBRELLA EXCESS LIABILITY

10. ARTICLE 11; PARAGRAPH 11.3:

    DELETE ALL REFERENCES TO OWNER FURNISHED PROPERTY INSURANCE.

    THE OWNER SHALL FURNISH BUILDER'S RISK INSURANCE, INCLUDING THE PERILS OF FIRE, EXTENDED COVERAGE, VANDALISM, AND MALICIOUS MISCHIEF, IN AN AMOUNT OF NOT LESS THAN 100% OF THE INSURABLE VALUE OF ALL THE WORK, AND THE COVERAGE WRITTEN ON BUILDER'S RISK CONTRACT FORM CP0020, CAUSES OF LOSS BASIC FORM CP 1010 OR CAUSES OF LOSS – BROAD FORM CP1030 OR CAUSES OF LOSS – SPECIAL FORM CP1030, OR AN ACCEPTABLE INLAND MARINE "ALL RISK" INSTALLATION FLOATER FORM, WITH A COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE IN WHICH THE PROJECT IS LOCATED.

11. ARTICLE 12; ADD PARAGRAPH 12.2.2.1:

    12.2.2.1 IF DURING THE CONTRACTOR'S ONE (1) YEAR WARRANTY AFTER COMPLETION THE OWNER REQUESTS THAT TESTS BE PERFORMED TO DETERMINE IF CORRECTIONS IN THE WORK NEED TO BE MADE, THE EXPENSE OF SUCH TESTS SHALL BE BORNE BY (A) THE OWNER, IF THE RESULTS OF THE TESTS INDICATE THAT CORRECTIONS ARE NOT NECESSARY, OR (B) THE CONTRACTOR, IF THE RESULTS OF THE TEST INDICATE THAT CORRECTIONS ARE NECESSARY.

12. ARTICLE 13; PARAGRAPH 13.6.1:

    13.6.1 INTEREST NOTE SHALL BE TEN PERCENT (10%)

SECTION 01015 – OWNER FURNISHED ITEMS AND EQUIPMENT

1. ITEMS SHOWN OR NOTED "BY OWNER" ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS SHALL BE FURNISHED AND INSTALLED BY OWNER UNDER SEPARATE CONTRACT, EXCEPT AS DESCRIBED HEREINAFTER. THE CONTRACTOR SHALL RECEIVE, UNLOAD AS REQUIRED, STORE, AND BE RESPONSIBLE FOR DAMAGE TO SUBSURFACE CONDITIONS AS DESCRIBED IN SAID REPORT. IT IS RECOGNIZED THAT A SUBSURFACE INVESTIGATION MAY NOT DISCLOSE ALL CONDITIONS AS THEY ACTUALLY EXIST BETWEEN THE TIME OF A SUBSURFACE INVESTIGATION AND THE TIME EXCAVATION OPERATIONS. IN RECOGNITION OF EQUITABLE ADDITIONAL COMPENSATION FOR THE CONTRACTOR IF SUBSURFACE CONDITIONS ARE ENCOUNTERED, AND TO PROVIDE A MEANS OF REBATE TO THE OWNER IF THE CONDITIONS ARE MORE FAVORABLE THAN ANTICIPATED.

   A) KITCHEN AND BAR EQUIPMENT, INCLUDING WALK-IN COOLER/FREEZER WITH ATTENDANT REFRIGERATION EQUIPMENT. THIS EQUIPMENT SHALL BE FURNISHED, UNLOADED, ASSEMBLED AND SET IN PLACE UNDER SEPARATE CONTRACT WITH ROUGH-INS AND FINAL CONNECTIONS BY CONTRACTOR.

   B) STAINLESS STEEL FABRICATION INCLUDING COUNTERS AND CORNER GUARDS, FURNISHED AND INSTALLED BY OWNER'S FOOD SERVICE CONTRACTOR WITH FINAL CONNECTIONS BY CONTRACTOR.

   C) ALL LOOSE FURNISHING SUCH AS BOOTHS, TABLES, WAITRESS STATIONS, HOSTESS STAND, CHAIRS, AND WAITING BENCHES.

   D) BAR TOP.

   E) KITCHEN EXHAUST HOODS, FANS AND FAN CURBS FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR.

   F) SECURITY SYSTEM.

   G) SOUND SYSTEM.

   H) INTERIOR SIGNAGE.

   I) SAFE.

   J) EXTERIOR SIGNAGE AND NEON (OWNER INSTALLED WIRED BY CONTRACTOR).

   K) HOOD FIRE SUPPRESSION SYSTEM.

   L) OWNER-FURNISHED,CONTRACTOR-INSTALLED EQUIPMENT.

2. CONTRACTOR SHALL PROVIDE ALL ROUGH-IN STOPACTS AND MAKE ALL FINAL CONNECTIONS. CONTRACTOR SHALL BE REQUIRED TO REQUEST SHOP DRAWINGS, CATALOG CUTS, SCHEDULES, ETC., FROM THE OWNER, AS NECESSARY TO PROPERLY COORDINATE UTILITY CONNECTIONS, PREPARATIONS, ROUGH-INS, AND EQUIPMENT SUPPLIED TO ACCOMMODATE ACTUAL FURNISHED ITEMS AND EQUIPMENT.

   CONTRACTOR SHALL DESIGNATE A COMPETENT INDIVIDUAL ON THE JOB SITE STAFF AS HIS "AUTHORIZED REPRESENTATIVE" FOR OWNER-FURNISHED EQUIPMENT. THIS INDIVIDUAL WILL BE RESPONSIBLE FOR FURNISHING INFORMATION ON DESIRED DELIVERY SCHEDULES, PROPER RECEIPT AND REPORTING OF ALL SHIPMENT RECEIVED AS DESCRIBED HEREINAFTER, AND SHALL BE RESPONSIBLE FOR PROPER STORAGE AND HANDLING OF THE EQUIPMENT AT ALL TIMES

SECTION 01070 – CUTTING AND PATCHING

1. EXECUTING, CUTTING (INCLUDING EXCAVATING), FITTING OR PATCHING OF WORK, REQUIRED TO:

   A) MAKE SEVERAL PARTS IT PROPERLY
   B) UNCOVER WORK TO PROVIDE FOR INSTALLATION OF ILL-TIMED WORK.
   C) REMOVE AND REPLACE DEFECTIVE WORK.
   D) REMOVE AND REPLACE WORK NOT CONFORMING TO REQUIREMENTS OF CONTRACT DOCUMENTS.
   E) REMOVE SAMPLES OF INSTALLED WORK AS SPECIFIED FOR TESTING.

2. EXECUTE CUTTING AND PATCHING BY METHODS WHICH WILL PREVENT DAMAGE TO OTHER WORK AND WILL PROVIDE PROPER SURFACES TO RECEIVE INSTALLATION OF REPAIRS AND NEW WORK.

3. EMPLOY ORIGINAL INSTALLER TO PERFORM CUTTING AND PATCHING FOR EXPOSED FINISHED SURFACES.

4. REFINISH ENTIRE SURFACE AS NECESSARY TO PROVIDE AN EVEN FINISH.

   A) CONTINUOUS SURFACES: TO NEAREST INTERSECTION.
   B) ASSEMBLY: ENTIRE REFINISHING.

SECTION 01200 – PRECONSTRUCTION MEETING DATE

1. OWNER WILL ADMINISTER PRE-CONSTRUCTION CONFERENCE AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT AND EXCHANGE OF PERFORMANCE BONDS.

2. OWNER WILL ADMINISTER MOBILIZATION AT PROJECT SITE TO COORDINATION AND ENFORCE RESPONSIBILITIES IN USE OF SITE AND FOR PROTECTION OF ADJACENT PROPERTIES.

3. ATTENDANCE: JOB SUPERINTENDENT, REPRESENTATIVE OF THE CONTRACTOR'S MANAGEMENT, MAJOR SUBCONTRACTORS AND SUPPLIERS, AND OWNER'S REPRESENTATIVE. OTHERS AS APPROPRIATE TO AGENDA TOPICS.

4. SUGGESTED AGENDA: REVIEW PROGRESS SCHEDULE AND ASSIGNMENT THERETO, DELIVERY SCHEDULES, SUBMITTAL MANAGEMENT, SAFETY STANDARDS, PERMIT REQUIREMENTS AND SUBSTITUTION AND OTHER ITEMS AFFECTING THE PROGRESS WORK.

5. CONTRACTOR SHALL SCHEDULE, ORGANIZE AND CHAIR ANY SUBSEQUENT PROJECT MEETING DURING CONSTRUCTION PERIOD.

SECTION 01300 – SUBMITTALS

1. DELIVER SUBMITTALS TO OWNER'S PROJECT MANAGER, UNLESS OTHERWISE DIRECTED.

2. IDENTIFY EACH SUBMITTAL WITH CONTRACTOR'S NAME, PROJECT NAME/LOCATION AND DATE OF SUBMITTAL.

3. MAKE ANY CORRECTIONS TO THE SUBMITTALS REQUIRED BY OWNER AND RESUBMIT UNTIL APPROVED. DIRECT ATTENTION IN WRITING TO REVISIONS ON RE-SUBMITTALS OTHER THAN THE CORRECTIONS REQUESTED BY OWNER ON PREVIOUS SUBMITTALS.

4. CONSTRUCTION SCHEDULE:

   A) WITHIN TEN (10) DAYS AFTER EXECUTION OF THE CONTRACT OR THE DATE OF WRITTEN NOTICE TO COMMENCE THE WORK, WHICHEVER IS EARLIER, SUBMIT THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE FOR APPROVAL.

   B) SCHEDULE SHALL GRAPHICALLY SHOW THE RELATIONSHIP AND INTERDEPENDENCE OF ALL ACTIVITIES NECESSARY TO FULLY COMPLETE THE WORK AND SHALL SHOW THE SEQUENCE IN WHICH EACH ACTIVITY IS SCHEDULED TO BE ACCOMPLISHED. THE ENDING OF INFORMATION SHALL BE SUCH THAT DURATION TIMES OF ACTIVITIES SHALL NORMALLY RANGE FROM ONE (1) TO FIFTEEN (15) DAYS.

   C) SCHEDULE SHALL GIVE DESCRIPTION OF EACH ACTIVITY, SHOW ITS DURATION IN CALENDAR DAYS AND REFERENCE ITS START AND ENDING DATES TO CALENDAR DATES.

5. SHOP DRAWINGS AND SAMPLES

   A) SUBMIT ALL DRAWINGS, DIAGRAMS, ILLUSTRATIONS, SCHEDULES, PERFORMANCE CHARTS, INSTRUCTIONS, SPECIFICATIONS AND OTHER PROJECT DATA ILLUSTRATING PARTICULARS OF THE WORK AS REQUIRED BY THE SPECIFICATION SECTIONS. SUCH SUBMITTALS, WHETHER OR NOT REFERRED TO AS SHOP DRAWINGS, SHALL COMPLY WITH THE REQUIREMENTS FOR SHOP DRAWINGS HEREINAFTER PRESCRIBED. UNLESS OTHERWISE NOTED IN THE SPECIFICATIONS SECTIONS, SUBMIT SHOP DRAWINGS TO OWNER. NO DRAW WILL BE ACCEPTED UNTIL ALL SHOP DRAWINGS HAVE BEEN SUBMITTED.

   B) UNLESS THE PRECISE COLOR AND PATTERN IS SPECIFICALLY SPECIFIED IN THE SPECIFICATIONS SECTIONS, AND WHENEVER A CHOICE OF COLOR OR PATTERN IS AVAILABLE IN A SPECIFIED PRODUCT, SUBMIT ACCURATE COLOR AND PATTERN CHARTS AND SAMPLES FOR REVIEW AND SELECTIONS.

   C) REVIEW, STAMP WITH CONTRACTOR APPROVAL, SIGNATURE, AND SUBMIT WITHIN THIRTY (30) DAYS AFTER EXECUTION OF THE CONTACT OR THE DAY OF WRITTEN NOTICE TO COMMENCE THE WORK, WHICHEVER IS EARLIER, ALL SHOP DRAWINGS AND SAMPLES. SHOP DRAWINGS OR SAMPLES SUBMITTED WITHOUT CONTRACTOR'S APPROVAL STAMP WILL BE RETURNED WITHOUT REVIEW. SUBMIT SHOP DRAWINGS AND SAMPLES IN AN ORDERLY SEQUENCE SO AS TO CAUSE NO DELAY IN THE WORK OR IN THE WORK OF OTHER CONTRACTORS.

   D) SHOP DRAWINGS AND SAMPLES WILL BE REVIEWED AND APPROVED BY OWNER TO DETERMINE IN GENERAL IF THEY ARE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS. SUCH APPROVAL SHALL NOT RELIEVE CONTRACTOR OF RESPONSIBILITY FOR ANY DEVIATIONS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS NOR FROM THE RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE SHOP DRAWINGS OR SAMPLES.

   E) DO NOT COMMENCE ANY PORTION OF THE WORK UNTIL THE SUBMITTAL HAS BEEN APPROVED AS PRESCRIBED HEREIN. ALL SUCH PORTIONS OF THE WORK SHALL BE IN ACCORDANCE WITH APPROVED SHOP DRAWINGS OR SAMPLES.

6. SCHEDULE OF VALUES

   A) SUBMIT A SCHEDULE OF VALUES FOR VARIOUS PORTIONS OF THE WORK WITHIN TEN (10) DAYS AFTER EXCUTION OF THE CONTRACT OR THE DATE OF WRITTEN NOTICE TO COMMENCE THE WORK, WHICHEVER IS EARLIER. SUBMIT THE AMOUNTS OF THE CONTRACT SUM ALLOCATED TO EACH PORTION OF WORK, ON AIA G702.

7. CERTIFICATE OF COMPLIANCE

   A) SUBMIT IN DUPLICATE, CERTIFICATES OF COMPLIANCE FOR EACH PRODUCT SPECIFIED, PRIOR TO INSTALLATION OF APPLICABLE PRODUCT.

   B) CERTIFICATES OF COMPLIANCE SHALL INCLUDE CERTIFIED LABORATORY TEST REPORTS, MANUFACTURERS CERTIFICATES OR OTHER EVIDENCE SUFFICIENT TO VERIFY COMPLIANCE WITH THE PRODUCTS SPECIFIED

SECTION 01400 – QUALITY CONTROL

1. PERFORM WORK IN THE MOST WORKMANLIKE MANNER AND ACCORING TO BEST STANDARD PRACTICES. ALL WORK SHALL BE FREE FROM FAULTS AND DEFECTS IN WORKMANSHIP.

2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR QUALITY CONTROL OF THE WORK AND SHALL MAINTAIN QUALITY CONTROL OVER SUPPLIERS, MANUFACTURERS, PRODUCTS, SERVICES, SITE CONDITIONS AND WORKMANSHIP, TO PRODUCT WORK OF SPECIFIED QUALITY.

3. TESTING AND INSPECTION, WHERE REQUIRED BY THE SPECIFICATION SECTIONS, SHALL COMPLY WITH THE SPECIFIC REQUIREMENT OF THE APPLICABLE SPECIFICATION SECTIONS AND THE GENERAL REQUIREMENTS CONTAINED HEREIN.

4. ALL TESTING AND INSPECTION WHETHER REQUIRED BY THE SPECIFICATION SECTION OR BY LAWS, ORDINANCES, RULES, REGULATIONS, CODES OR ORDERS OF ANY PUBLIC AUTHORITY HAVING JURISDICTION OR WHETHER PERFORMED BY CONTRACTOR FOR QUALITY CONTROL SHALL BE AT CONTRACTOR'S EXPENSE UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS.

5. WHERE THE SPECIFICATIONS SECTIONS REQUIRE TESTING OR INSPECTIONS BY A TESTING LABORATORY, ENGAGE A REPUTABLE, INDEPENDENT TESTING LABORATORY SPECIALIZING IN THE REQUIRED SERVICES UNLESS THE TESTING OR INSPECTION IS INDICATED AS FURNISHED BY THE OWNER. TESTING LABORATORY SHALL BE APPROVED BY THE OWNER.

6. SECURE REQUIRED CERTIFICATES OF INSPECTION OR APPROVAL AND PROMPTLY DELIVER TO OWNER.

7. PROMPTLY REPLACE OR CORRECT ALL WORK FOUND NOT TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THE REQUIREMENTS OF ANY PUBLIC AUTHORITY HAVING JURISDICTION SO AS NOT TO DELAY THE WORK OR THE WORK OF OTHER CONTRACTORS REGARDLESS OF HOW SUCH FAILURE TO COMPLY MAY BE REVEALED. REPLACEMENT AND CORRECTION SHALL BE EXPECTED AS REQUIRED TO MAINTAIN INTERIM CONTRACT COMPLETION DATES AND THE FULL COMPLETION DATE.

SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. ALL TEMPORARY FACILITIES AND SERVICES SHALL BE FURNISHED IN STRICT ACCORDANCE WITH EXISTING GOVERNING REGULATIONS. INCLUDING ANY PERMITS (I.E. CONST. TRAILER PERMIT)

2. SANITARY FACILITIES: THE CONTRACTOR SHALL BE PROVIDED TEMPORARY SANITARY FACILITIES FOR THE WORKMEN.

3. WATER FACILITIES: THE CONTRACTOR SHALL FURNISH AND PAY FOR TEMPORARY WATER FOR THE PURPOSE OF CONSTRUCTION AS REQUIRED.

4. TEMPORARY HEAT: THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN TEMPORARY HEAT AS WORK REQUIRES. THE CONTRACTOR SHALL PROVIDE A TEMPERATURE DIFFERENTIAL OF APPROXIMATELY 40 DEGREES F USING PORTABLE SPACE HEATERS.

5. POWER AND LIGHT:

   A) THE CONTRACTOR SHALL ARRANGE FOR TEMPORARY POWER FOR TOOLS AND LIGHT AS REQUIRED, IN CONFORMANCE WITH CODES.

   B) COST OF THE ELECTRICAL POWER CONSUMED FOR THE TEMPORARY SERVICE FOR TOOLS AND LIGHTS, SHALL BE BORNE BY THE CONTRACTOR. COST OF DISTURBING POWER TO THE CONSTRUCTION SITE SHALL BE BORNE BY THE CONTRACTOR.

   C) THE CONTRACTOR SHALL REMOVE TEMPORARY POWER ONLY WHEN PERMANENT SERVICE IS ARRANGED AND APPROVED.

6. REMOVE ALL TEMPORARY FACILITIES UPON COMPLETION OF THE WORK OR WHEN NO LONGER REQUIRED.

7. PROVIDE PLUMBING, TEMPORARY DRAINAGE, WATER DIMERSION, WEATHER PROTECTION AND CONTROLS AS REQUIRED TO PROTECT THE WORK AND DELAY IN THE WORK OF OTHER CONTRACTORS.

FIELD OFFICE SHALL BE PROVIDED BY CONTRAC