# **Stahls Automotive Museum**

PROJECT MANUAL Phase e-1

SITE IMPROVEMENTS 56516 North Bay Drive Chesterfield Twp. Michigan, 48051

MULTIPLE AREAS



Project: 12032e-1 18 May, 2025

# TABLE OF CONTENTS

**DIVISION 0 - BIDDING DOCUMENTS** 

00100	INSTRUCTIONS TO BIDDERS
00300	BID PROPOSAL FORM

**DIVISION 1 - GENERAL REQUIREMENTS** 

01020	SCOPE OF WORK
01013	CONTRACT
01014	GENERAL CONDITIONS
01015	SUPPLEMENTARY GENERAL CONDITIONS
01027	APPLICATIONS FOR PAYMENT
01030	ALTERNATES
01035	MODIFICATION PROCEDURES
01040	PROJECT COORDINATION
01300	SUBMITTALS
01740	WARRANTIES AND BONDS

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

#### 1.1 GENERAL BIDDING REQUIREMENTS

- Bids shall be submitted in PDF format via email to Mr. Ted Stahl, Owner at Α. ted@stahlsdirect.com and Mr. Marvin S. Steiner, Architect at saarchitects@steinerassociates.com until 10:00 A.M. E.D.S.T. on Tuesday, 10 June, 2025
- Β. Bids shall be for a Lump Sum Price.
- C. Bids submitted orally, or by telephone will not be accepted. Modifications to, or withdrawal of bids, however, will be accepted in writing over the signature of the BIDDER, or by telegram prior to the time and date specified for receipt of bids.
- D. The Bid Form, a copy of which is included in the Bidding Documents, shall be completely filled in using ink or typewriter, with signature in ink. Any interlineation, alteration, omission or erasure will be grounds for rejection of bid. Bids shall contain no recapitulation of the work to be done.
- Ε. Bids shall state prices in both words and figures where so indicated on the Bid Form. In the event of discrepancy between the words and figures, the words shall govern. Bids shall be signed personally by the BIDDER, by a partner, or by a duly authorized officer for a corporation, and shall give BIDDER's business address and telephone number.
- F. Bids shall be opened privately immediately after the time and date specified for their receipt.
- G. Bidding Documents may be examined at the office of the ARCHITECT or the Owner's representative.
- Η. Bidding documents may be acquired from the office of the ARCHITECT. One copy of the Bidding Documents (in PDF format) will be furnished at no charge to each invited BIDDÉR.
- I. In determining the successful BIDDER, the OWNER may hold one or more pre-award meetings with the potential CONTRACTOR. The pre-award meetings may include representatives of the OWNER and the ARCHITECT. The meeting(s) would be held to determine acceptance of subcontractors, and to determine that the Bidding Documents and other related matters were thoroughly understood.

#### 1.2 BIDDING DOCUMENTS

- Α. Bidding documents include the following:
  - 1. Bid Proposal Form
  - Project Manual prepared by Steiner Associates, dated 18 May, 2025 2.
  - Engineering Plans prepared by Mason Brown Associates, sheets 1-8 dated 2025-05-08 Chesterfield Township standard detail sheets STM 1&2, SAN 1&2, WM 1&2 PAV 1&2 3.
  - 4. available on the Chesterfield Township web site.
  - 5. Macomb County stormwater standard detail sheets available on the Macomb County web site.
  - Soil Investigation report prepared by McDowell & Associates dated September 17, 2024 6.
  - Architectural plans prepared by Steiner Associates, sheet SITE 04 dated 09 Oct 24 (for 7. Watermain work) and sheet SITE 08 dated 18 May 25 (for Site Electric and Conceptual Berm locations)
  - 8. All addenda issued prior to receipt of bids.
- Β. Should BIDDERS find discrepancies, errors or omissions in the Bidding Documents, or be in doubt in any way as to the requirements of the Bidding Documents, they shall notify the ARCHITECT in writing, at least seven working days (excluding Saturdays and Sundays) prior to the date specified for receipt of bids. The ARCHITECT will issue Addenda for any explanations required; no oral explanations shall be valid. Similarly, any other revisions to the Bidding Documents, or additional information required to be furnished to the BIDDERS will be issued the Addenda. Where time is not adequate to correct discrepancies, the Bidder shall include the most costly answer in his/her Bid.

- C. Where discrepancies may exist within the Drawings and Specifications and a clarification cannot be issued in time, the following hierarchy shall be followed:
  - 1. Large details shall govern over smaller drawings.
  - 2. The Specifications shall govern over the drawings and details.
- D. Addenda are written or graphic notices issued by the ARCHITECT authorizing an addition, deletion or revisions to the Work. All Addenda will be issued prior to award of CONTRACT, and shall become a part of the Bidding Documents. The cost or credit for such work shall be included in the Base Bid amount.
- 1.3 BIDDERS' RESPONSIBILITY FOR DISTRIBUTION OF INFORMATION
  - A. BIDDERS shall be responsible for providing Bidding Documents to all parties intending to submit sub-bids for any portion of the work.
- 1.4 BID CONDITIONS
  - A. The OWNER reserves the right to reject any or all bids, either in whole or in part, and to waive any informalities and irregularities therein. Failure of the BIDDERS to use the Bid Form furnished, or to base the bid on the Bidding Documents, will be cause for rejection of the bid.
  - B. The Owner shall have the right to accept alternates in any order or combination, unless otherwise specified, and to determine the low BIDDER on the basis of the sum of the base bid and alternates accepted.
- 1.5 TAXES
  - A. All applicable federal, state and local taxes, including sales, use and excise taxes that may be imposed on materials or services provided for the Work shall be included in the Base Bid amount, as well as in cost adjustments included prior to execution of the CONTRACT.
- 1.6 TIME OF COMPLETION
  - A. BIDDERS shall agree to start work immediately upon award of CONTRACT, and to complete the WORK within the time called for in the Bid Form.
- 1.7 CONSTRUCTION SCHEDULE
  - A. BIDDERS shall submit with the Bid Form, a proposed construction schedule prepared in bar chart form, indicating the date of completion for each of the major components of the Project. No bid will be considered unless this schedule is submitted with the Bid Form. This schedule shall be in addition to the detailed construction schedule required to be submitted by the successful BIDDER.
- 1.8 INSPECTION OF SITE
  - A. Before submitting the bid, BIDDERS shall inspect the site of the proposed WORK to arrive at a clear understanding of the local conditions under which the WORK is to be done, and to be aware of actual elevations, obstructions or conditions apparent by visual inspection of the site. No allowance or extra considerations on behalf of the subsequently awarded CONTRACTOR will be made by reason of his failure to be aware of such conditions.
  - B. The site may be inspected at any time during normal business hours. Contact Marvin Steiner, Owner's representative, at 734-560-1217 if you would like to schedule an on site meeting.
- 1.9 BID SECURITY
  - A. Bid security is not required.
- 1.10 PERFORMANCE AND PAYMENT BONDS
  - A. Performance Bond, and Labor and Material Payment Bond are not required.

B. The successful BIDDER may be asked to furnish to the OWNER a Performance Bond, and Labor and Material Payment Bond within three working days following the execution of the CONTRACT. Each bond shall be for the full amount of the CONTRACT and in such form and with such sureties acceptable to the OWNER and in accordance with the requirements of the CONTRACT DOCUMENTS. The premium cost of said bonds shall not be included in the Base Bid amount, but will be added to the Base Bid at cost to the CONTRACTOR without additional fees or mark-up.

#### 1.11 NOTICE OF AWARD

- A. The CONTRACT shall be deemed as having been awarded when formal notice of acceptance of the bid has been duly served upon the intended awardee by an officer or agent of the OWNER, duly authorized to give such notice. WORK shall not begin until the formal execution of the CONTRACT has been completed.
- 1.12 SUBSTITUTIONS
  - A. The products, materials, equipment and systems included in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
  - B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the ARCHITECT at least ten working days prior to the date for receipt of Bids. Such requests shall include the name of the product, material, equipment or system for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other products, materials, equipment, systems or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the BIDDER. The ARCHITECT'S decision of approval or disapproval of a proposed substitution shall be final.
  - C. If the ARCHITECT approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
  - D. Substitutions may be considered after award of Contract, in accordance with the requirements of the Specifications.
- 1.13 VOLUNTARY ALTERNATES
  - A. Bidders may submit Voluntary Alternates I accordance with the provisions specified in the Bid Form.

## SECTION 00300 – BID PROPOSAL FORM

- A. GENERAL INFORMATION
  - A. OWNER

Stahls Automotive Foundation 56516 North Bay Drive Chesterfield, MI. 48051

- ATTN: Ted Stahl President, Stahls Automotive Foundation
- B. BIDDER

Name

## 1.2 BASE BID

Having read the SPECIFICATIONS and examined the DRAWINGS and all Addenda for the Project:

STAHL's Automotive Museum Site Improvements 56516 North Bay Drive Chesterfield Township, MI. 48051

prepared by STEINER ASSOCIATES, 15735 Norwich Road, Livonia, MI. 48154, and having inspected the site and understanding the conditions affecting and governing the construction of said Project, the Undersigned hereby proposes to furnish all labor, materials, tools, equipment, supervisions and service required for the completion of the WORK as shown on the DRAWINGS and in the SPECIFICATIONS for the total Lump Sum Price of:

(written in words):\_\_\_\_\_

(written in numbers):\_\_\_\_\_

## 1.3 BASE BID SCHEDULE OF VALUES

A Schedule of Values of \_\_\_\_\_\_pages is attached to this Bid Proposal which the Undersigned states is the breakdown of the various general conditions, labor, material, equipment, mark-ups, overhead and profit, used by the Bidder to determine the amount of BASE BID 1.

## 1.4 ALTERNATES

A. In lieu of asphalt pavement, substitute 8" concrete for 6" asphalt in drive areas, 6" concrete for 6" asphalt in parking spaces and 6" concrete for 4" asphalt areas.

Add/Deduct\_\_\_\_\_

В.

Add/Deduct

BID PROPOSAL FORM

## 1.5 VOLUNTARY ALTERNATES

- A. The OWNER invites BIDDERS to propose Voluntary Alternates which will aid in reducing costs without impairing quality, or which will improve the quality, safety, and/or performance of the Project. All Voluntary alternates are to be presented as an adjustment to the BASE BID.
- B. The Undersigned agrees that the OWNER may accept or reject any or all of the following described and priced Voluntary Alternates. The following Alternate prices include all charges for incidental expenses, insurances, taxes, overhead, and profit. The Alternate prices also include any costs or savings for changes caused in the work of other trades.
- C. Complete detailed description and pricing of each Voluntary Alternate shall accompany the Bid Form.

D.	Voluntary Alternate No. 1.	
		Add/Deduct
E.	Voluntary Alternate No. 2.	
		Add/Deduct
F.	Voluntary Alternate No. 3.	
		Add/Deduct

## 1.6 FEES FOR CHANGES IN THE WORK

- A. For changes in the work performed upon instruction from the OWNER, the CONTRACTOR will charge or credit on the basis of the fees outlined below. The percentages quoted below cover all overhead, profit, taxes, and incidental general costs.
- B. For Work performed by Contractor's own forces; the Direct cost plus\_\_\_\_\_%
- C. For Work performed by Subcontractor's, the Direct cost plus\_\_\_\_\_%.

## 1.7 TIME OF COMPLETION

- A. Time is of the essence of the CONTRACT. Both the cost and the schedule will be considered in the evaluation of Bids.
- B. The Undersigned agrees to begin WORK immediately after Award of CONTRACT and to execute and complete all WORK in accordance with the requirements of the CONTRACT DOCUMENTS in the number of calendar days as set forth below.
- C. Complete all WORK of the CONTRACT \_\_\_\_\_\_days after date of Award of CONTRACT. Number of calendar days includes Saturdays, Sundays, and Holidays.

## 1.8 ADDENDA

The Undersigned acknowledges receipt of the following Addenda covering revisions to the DRAWINGS or SPECIFICATIONS and that the costs, if any, of such revisions have been included in the Lump Sum Prices herein quoted.

Addendum No	Dated	
Addendum No.	Dated	

Addendum No. \_\_\_\_\_ Dated\_\_\_\_\_

- 1.9 ASSAIGNMENT
  - A. The Undersigned affirms that no assignment, sublease or transfer of all or any part of their interest in this Proposal has been made or will be made prior to OWNER'S acceptance hereof, and the Undersigned further affirms that they will not thereafter assign, sublet or transfer all or any part of their interest in any CONTRACT arising from this Proposal without the prior written consent of the OWNER.
- 1.10 PROPOSAL TIME LIMIT and SIGNING OF CONTRACT
  - A. The Undersigned agrees that this Proposal will remain firm for a period of thirty (30) consecutive calendar days. If they are the successful Bidder, the Undersigned affirms that they will sign a CONTRACT for the performance of the WORK covered by this Proposal at the stated prices upon notification of acceptance of this Proposal by the OWNER.
- 1.11 REJECTION OF BIDS

Β.

- A. The Undersigned acknowledges the right of the OWNER to reject any or all Bids and to waive any informality in the bidding.
- 1.12 ADDRESS, LEGAL STATUS, and SIGNATURE of BIDDER
  - A. The Undersigned Bidder does hereby designate the address given below as the legal address to which all notices, directions, or other communications may be served or mailed

Address	
City	State
Zip Code	Telephone
This bid is submitted in the name of	
Ву:	Date:
Signature:	
Title:	
In the Presence of:	



STEINER ASSOCIATES Architects - Planners - Construction Managers 15735 Norwich Road, Livonia, Michigan, 48154 Telephone: (734) 422-5188 - Fax: (734) 422-4940

STAHLS Automotive Annex and Driving Course: Phase 1Project: 12032e-1SCOPE OF WORK18 May, 2025

## **GENERAL NOTES**

- 1. The work is SITE DEVELOPMENT for the 16.76 acres described as Parcel 09-04-226-015 and minor work to adjacent developed lots to the west as shown on BIDDING DOCUMENTS.
- 2. The SITE DEVELOPMENT generally consists of grading, grading prep for future buildings, forebay and detention pond construction, storm sewers, water main extension and building leads, sanitary sewer lead extension, pole mounted lights and asphalt paving.
- 3. Annex Building, Sinclair station, Covered Bridge, Bandshell Building and Sign are excluded. The Sinclair station will be an exhibit. It will not dispense fuel or be heated.

## DETAILED SCOPE

- 1. General Conditions
- 2. Project management/scheduling and on-site representation.
- 3. Layout.
  - a. Architect's plans to be used for horizontal alignment.
  - b. Engineer's plans to be used for vertical alignment.
- 4. Engineer and Architect will release CAD drawing files prior to start of project.
- 5. Private utility locator
- 6. Street sweeping for work utilizing an open broom sweeper. (Vac sweeping not included)
- 7. All spoils are believed to be clean, non-contaminated, non-debris laden, and not requiring disposal at a landfill. Owner to provide additional soil tests if required.
- 8. Casual dewatering with 2" electric pumps.
  - a. Dewatering with well points or sumps larger than 3" is not included.
  - b. Contaminated water disposal is not included
- 9. Furnish, install and remove Soil Erosion measures
  - a. Furnish and install silt fence and inlet filters in catch basins
  - b. Furnish and install mud mat. Remove at project completion
- 10. Site clearing
- 11. Sawcut pavements for clean edge
- 12. Remove debris pile off site +/- 67 CY.
- 13. Strip topsoil and other organic material to 24" depth per soil boring report.
  - a. Stripped areas to include Annex Building, Sinclair Station, ponds, parking lot, drives and driving course
- 14. Remove existing stockpiles on-site. Excavate to sub grade elevation and proof roll area.
- 15. Stripped material and existing stockpiles to be moved on-site to fill lawns, greenbelts and perimeter berms where directed by landscape contractor.
- 16. Proof roll fill areas and place/compact fill to subgrade elevation
- 17. Use on-site materials for fill areas
- 18. Import fill for building pad
- 19. Include an allowance of \$300,000 for soil stabilization. 12"-16" deep at 5% cement
- 20. Excavate for Detention Forebay and Pond per engineer plans

## SECTION 01020 – SCOPE OF WORK

- 21. Construct (4) poured concrete foundation walls with spread footings for future Covered Bridge and pond wall lateral support. Detail to be provided by architect.
- 22. Construct poured concrete foundation wall with spread footing between Forebay and Detention ponds.
- 23. Add 2 ft. band of stone veneer on each side of Forebay/Detention wall with cast stone cap.
- 24. Add 2 ft. band of stone veneer on one side and edges of (2) bridge footing walls.
- 25. Furnish and install 8" 21AA limestone in asphalt paving areas
- 26. Furnish and install 6" asphalt in parking lot and drive aisles including western driving course aisle between north drive aisle and cul-de-sac southern end.
- 27. Furnish and install 4" asphalt for remainder of driving course.
- 28. Furnish and install concrete walks, walks with turned down curbs and concrete curbs
- 29. Backfill curbs
- 30. Reuse existing topsoil and place at 4" depth. Ready for landscape
- 31. Furnish and install storm sewer per engineer plans
  - a. 12" & 18" RCP
  - b. 4" & 12" PVC
  - c. 4 ft. structures
  - d. End sections
  - e. CMP riser outlet structure
  - f. 6" underdrain at catch basins as shown on drawings
  - g. 8" PVC storm leads to 5 ft. outside of building per architect plans
- 32. Furnish and install sanitary sewer lead extension per engineer and architect plans
  - a. Connect to existing lead
  - b. 6" PVC to 5 ft. outside of building
  - c. Clean-outs
- 33. Furnish and install water main extension per architect plan (engineering drawing to be provided by Owner)
  - a. Connect to existing water mains
  - b. 8" & 12" DIWM
  - c. 8" gate valve in well
  - d. 2" copper w/curb stop and box
  - e. 8" and 2" leads 5 ft. max. into building and flange up per architect plans
  - f. NFPA testing/flushing excluded
- g. Testing and chlorination
- 34. Furnish and install Pole lights:
  - a. (17) light pole foundations,
  - b. (16) Sternberg 5500 Liberty Series 18 ft. poles, straight fluted shaft, Verde Green, w/15 amp GFCI duplex to match existing lights
  - c. (16) Sternberg B750-VCOB Avenue Series Fixtures to match existing
  - d. (1) Tuscumbia Iron Works #S-0428 fixture w/S-3200 post, triple candelabra, Verdi Gris finish to match existing in front of existing museum
  - e. Shop drawings required

## EXCLUSIONS

- 1. Annex building, Sinclair building, Covered bridge, Band shell and Sign
- 2. Permits, bonds, design build engineering
- 3. Overtime or weekend or holiday work
- 4. Inspection or testing fees
- 5. As-built drawings, BIM modeling
- 6. QA/QC/geotechnical testing, geotechnical monitoring

## SECTION 01020 – SCOPE OF WORK

- 7. Traffic control/signage/barricades
- 8. Landscape planting, trees and irrigation
- 9. Imported soil material
- 10. Dust Control
- 11. Unsuitable soil removal or undercuts
- 12. Concrete testing
- 13. Dumpsters

## **CONSTRUCTION PHASING**

- 1. Annex building, Sinclair building, Covered bridge, Band shell and Sign will be bid and awarded by separate contracts.
- 2. Asphalt paving, concrete curb and walk work is delayed until Annex building shell is completed.

## SECTION 01013 - CONTRACT

1.1 A.I.A. Document A-101 "Standard Form of Agreement between Owner and Contractor", current edition, is hereby made a part of the Contract Documents

SECTION 01014 - GENERAL CONDITIONS

1.1A.I.A. Document A-201 "General Conditions of the Contract for Construction", current edition, is hereby made a part of the Contract Documents.

## SECTION 01015 - SUPPLEMENTARY GENERAL CONDITIONS

## Article 1 - CONTRACT DOCUMENTS

(Add the following clauses)

- 1.1.1.1 Anything shown on the plans and not shown on the specifications or vice-versa shall be of like effect as if shown on both.
- 1.1.1.2 In case of discrepancies between large and small scale drawings, the larger scale shall govern.
- 1.1.1.3 Verify all measurements and dimensions on the job before ordering materials or performing work, and be responsible for same. Do not scale documents.
- 1.1.1.4 The drawings are intended to show the general arrangement, design and extent of the work and are partly diagrammatic. They are not intended to be scaled for rough-in measurements, or to serve as shop drawings. In case of omission or error in the contract documents, notify the Architect immediately and proceed no further with that portion of the work until an understanding is reached.

## Article 9 - APPLICATIONS FOR PAYMENT

(Add the following clauses)

- 9.3.1.1 Until Substantial Completion, the Owner will pay 90% of the amount due the Contractor on account of progress payments.
- 9.8.2.1 Upon Substantial Completion, the Owner will pay 100% of the Contract Sum, less 150% of such amounts as the Architect shall determine for all incomplete Work and unsettled claims.

Article 11 - INSURANCE

11.1 Contractor's Liability Insurance

(Add the following clauses)

- 11.1.2.11 Contractor shall maintain all required insurance in a company or companies licensed to do business in the state in which the Project is located.
- 11.1.2.2 Contractor will maintain and require his subcontractors to maintain Workmen's Compensation Insurance as required by the State of Arizona.
- 11.1.2.3 Contractor will maintain Liability insurance for not less than the following limits:

a.	Bodily injury-one person	\$ 500,000
b.	Each accident occurrence	\$ 2,000,000
C.	Property damage:	
	-each accident	\$ 500,000
	-aggregate	\$ 500,000
Contr	actor shall maintain and require	his subcontrac

11.1.2.4 Contractor shall maintain and require his subcontractors to maintain Automobile liability insurance for not less than \$ 300,000.

## SECTION 01027 - APPLICATIONS FOR PAYMENT

- 1.1 General
  - A. Schedule of Values: Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule.
    - 1. Correlate line items in the Schedule of Values with other schedules and forms, including:
      - a. Contractor's Construction Schedule.
      - b. Application for Payment form.
      - c. List of subcontractors.
      - d. List of products.
      - e. Schedule of submittals.
    - 2. Submit the Schedule of Values to the Architect at the earliest date, but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.

3.Format and Content: Use the Project Manual Table of Contents as a guide to establish the format.

- a. Identification: Include the following identification:
  - 1) Project name and location.
  - 2) Name of the Architect.
  - 3) Project number.
  - 4) Contractor's name and address.
  - 5) Date of submittal.
- b. Arrange the Schedule in tabular form with columns to indicate the following for each item:
  - 1) Generic name.
  - 2) Related Specification Section.
  - 3) Name of subcontractor.
  - 4) Name of manufacturer or fabricator.
  - Name of supplier.
    Change Orders (n
  - $\delta$ ) Change Orders (numbers) that have affected value.
  - 7) Dollar value.
  - 8) Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- c. Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.
- d. For each item where an Application for Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost, each subsequent stage of completion, and installed value.

e.Show line items

- for indirect costs, and margins on costs, to extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including total cost and share of overhead and profit.
  - 1) Temporary facilities and items that are not direct cost of Work-in-place may be shown as separate line items or distributed as general overhead expense.
- f. Update and resubmit the schedule when Change Orders or Construction Change Directives change the Contract Sum.
- B. Applications for Payment: Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
  - 1. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated.

Use AIA Document G 702 and Continuation Sheets G 703 as 2.Payment Application Forms: the form for the application.

- 3. Application Preparation: Complete every entry, including notarization and execution by person authorized to sign on behalf of the Owner. Incomplete applications will be returned without action.
  - Entries shall match data on the Schedule of Values and Contractor's Construction a. Schedule. Use updated schedules if revisions have been made.
  - Include amounts of Change Orders and Construction Change Directives issued prior b. to the last day of the period covered by the application.
- 4. Transmittal: Submit 3 executed copies of each application to the Architect within 24 hours; one copy shall be complete, including waivers of lien and similar attachments.
  - Transmit each copy with a transmittal listing attachments, and recording information a. related to the application.
- Waivers of Lien: With each application, submit waivers of lien from every entity who may 5. file a lien arising out of the Contract, and related to the Work covered by the payment.
  - Submit partial waivers on each item for amount requested, prior to deduction for a. retainage, on each item. b.
    - When an application shows completion of an item, submit final or full waivers.
    - application with Contractor's waiver of lien for the Submit each period covered by the application.
  - Submit final Application for Payment with final waivers from every entity involved with d. performance of Work covered by the application who could be entitled to a lien.
- Submit waivers of lien on forms, and executed in a manner, Forms: acceptable to Owner.
- C. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:
  - 1. List of subcontractors.
  - 2. 3. List of suppliers and fabricators.
  - Schedule of Values.

c.Waiver

e.Waiver

Delays:

- 4. Contractor's Construction Schedule (preliminary if not final).
- 5. Submittal Schedule (preliminary if not final).
- List of Contractor's staff assignments.
- 6. 7. Copies of building permits.
- Copies of licenses from governing authorities. 8.
- Certificates of insurance and insurance policies. 9
- 10. Performance and payment bonds (if required).
- D. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:
  - 1. Occupancy permits.
  - 2. Warranties and maintenance agreements.
  - 3. Test/adjust/balance records.
  - 4. Maintenance instructions.
  - 5. Meter readings.
  - 6. Change-over information related to Owner's occupancy.
  - Final cleaning. 7.
  - 8. Application for reduction of retainage, and consent of surety.
- E. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:
  - Completion of Project closeout requirements. 1.
  - 2. Completion of items specified for completion after Substantial Completion.
  - 3. Transmittal of required Project construction records to Owner.
  - Certified property survey. (Not required) 4.

- Proof that taxes, fees and similar obligations have been paid. Change of door locks to Owner's access. 5. 6.

## SECTION 01030 - ALTERNATES

## 1.1 General

- A. An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain items that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- B. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted alternate is complete and fully integrated into the Project.
- C. Notification: Immediately following Contract award, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates.

## SECTION 01035 - MODIFICATION PROCEDURES

## 1.1 General

- A. General: This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Minor Changes in the Work: Supplemental instructions authorizing minor changes in the Work, not involving adjustment to Contract Sum or Time, will be issued by the Architect on AIA form G710.
- C. Change Order Proposal Requests: Proposal requests that require adjustment to the Contract Sum or Time if accepted, will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specification. Proposal requests are for information only and shall not be considered as instruction to stop work in progress, or to execute the change.
  - 1. Unless otherwise indicated, within ten days of receipt, submit an estimate of cost to execute the change.
    - a. Include a list of quantities of products to be purchased and unit costs, along with the amount of purchases to be made. If requested, furnish survey data to substantiate guantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract time.
- D. Contractor Initiated Change Order Proposal Requests: When unforseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request to the Architect.
  - 1. Include a statement outlining reasons for the change. Provide a complete description of the change. Indicate effect of the proposed change on the Contract Sum and Time.
  - 2. Include a list of quantities of products to be purchased and unit costs, along with amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
  - Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Comply with requirements in Section "Product Substitutions" if the change requires substitution of one product or system for product or system specified.
- E. Proposal Request Form: Use AIA Document G 709.
- F. Proposal Request Form: Use forms provided by the Owner.
- G. Allowance Adjustment: Base each change order proposal request for an allowance cost adjustment on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
  - 1. Include installation costs in the purchase amount only where indicated as part of the allowance.
  - 2. When requested, prepare explanations and documentation to substantiate margins claimed.
- 3.Submit substantiation of a change in scope of work claimed in the change orders related to unit-cost allowances.
  - 4. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure or count.
  - H. Submit claims for increased costs because of change in scope or nature of the allowance described in contract documents, whether for purchase amount or Contractor's handling, labor, installation, overhead and profit, within 20 days of receipt of change order or construction change directive authorizing work to proceed. Claims submitted later than 20 days will be rejected.

- 1. Change order cost amount shall not include Contractor's or subcontractor's indirect expense except when clearly demonstrated that the nature or scope of work required was changed from what could have been foreseen from the allowance description and other information in contract documents.
- 2. No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems, of the same scope and nature as originally indicated.
- I. Construction Change Directive: When the Owner and Contractor are not in agreement on terms of a Change Order Proposal Request, the Architect may issue Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive will contain a complete description of the change and designate method to be followed to determine change in the Contract Sum or Time.
- J. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of the change submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- K. Change Order Procedures: Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

END OF SLV SECTION 01035

## SECTION 01040 - PROJECT COORDINATION

- 1.1 General
  - A. This Section specifies requirements for project coordination including:
    - 1. Coordination.
    - 2. Administrative and supervisory personnel.
    - 3. General installation provisions.
    - 4. Cleaning and protection.
  - B. Coordination: Coordinate activities included in various Sections to assure efficient and orderly installation of each component. Coordinate operations included under different Sections that are dependent on each other for proper installation and operation.
    - 1. Where installation of one component depends on installation of other components before or after its own installation, schedule activities in the sequence required to obtain the best results.
    - 2. Where space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service and repair.
    - 3. Make provisions to accommodate items scheduled for later installation.
  - C. Prepare memoranda for distribution to each party involved outlining required coordination procedures. Include required notices, reports, and attendance at meetings.
    - 1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
  - D. Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other activities to avoid conflicts and ensure orderly progress. Such activities include:
    - 1. Preparation of schedules.
    - 2. Installation and removal of temporary facilities.
    - 3. Delivery and processing of submittals.
    - 4. Progress meetings.
    - 5. Project closeout activities.
  - E. Coordination Drawings: Prepare Coordination Drawings where close coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space necessitates maximum utilization of space for efficient installation of different components.
    - 1. Show relationship of components shown on separate Shop Drawings.
    - 2. Indicate required installation sequences.
    - 3. Refer to Division-15 Section "Basic Mechanical Requirements," and Division-16 Section "Basic Electrical Requirements" for requirements for mechanical and electrical installations.
  - F. Staff Names: Within 15 days of Notice to Proceed, submit a list of Contractor's staff assignments, including Superintendent and personnel at the site; identify individuals, their duties and responsibilities, addresses and telephone numbers.
    - 1. Post copies in the Project meeting room, the field office, and at each temporary telephone.
  - G. Inspection of Conditions: The Installer of each component shall inspect the substrate and conditions under which Work is performed. Do not proceed until unsatisfactory conditions have been corrected.
  - H. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that they are more stringent than requirements in Contract Documents.
  - I. Inspect material immediately upon delivery and again prior to installation. Reject damaged and defective items.

- J. Provide attachment and connection devices and methods necessary for securing each construction element. Secure each construction element true to line and level. Allow for expansion and building movement.
- K. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints to obtain the best effect. Refer questionable choices to the Architect for decision.
- L. Recheck measurements and dimensions, before starting installation.
- M. Install each component during weather conditions and project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.
- N. Coordinate temporary enclosures with inspections and tests, to minimize uncovering completed construction for that purpose.
- O. Mounting Heights: Where mounting heights are not indicated, install components at standard heights for the application indicated. Refer questionable decisions to the Architect.
- P. Cleaning and Protection: During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
  - 1. Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
  - 2. Limiting Exposures: Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure. Such exposures include:
    - a. Excessive static or dynamic loading.
    - b. Excessive internal or external pressures.
    - c. Excessive weathering.
    - d. Excessively high or low temperatures or humidity.
    - e. Air contamination or pollution.
    - f. Water or ice.
    - g. Chemicals or solvents.
    - ň. Heavy traffic, soiling, staining and corrosion.
    - i. Rodent and insect infestation.
    - j. Unusual wear or other misuse.
    - k. Contact between incompatible materials.
    - I. Theft or vandalism.

## SECTION 01300 - SUBMITTALS

- 1.1 General
  - A. Summary: This Section specifies requirements for handling submittals.
  - B. General Procedures: Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay.
    - 1. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
- 2.Processing: Allow two weeks for initial review. Allow more time if processing must be delayed for coordination with other submittals. The Architect will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.
  - a. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
  - 3. Submittal Preparation: Place a label or title block on each submittal for identification. Provide a space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
  - 4. Submittal Transmittal: Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.
    - a. Transmittal Form: Use AIA Document G 810 or similar. On the form record requests for data, and deviations from Contract Documents. Include Contractor's certification that information complies with Contract Documents.
  - C. Contractor's Construction Schedule: Submit a fully developed, bar-chart type construction schedule, within 30 days of the date established for Commencement of the Work. Provide a separate bar for each construction activity and a vertical line to identify the first working day of each week. Use the breakdown of units of Work as indicated in the "Schedule of Values".
    - Prepare the schedule with sufficient width to show data for the entire construction period.
      Secure commitments for performing critical construction operations from parties involved. Coordinate each activity with other activities and show in proper sequence; include minor elements involved in the construction sequence. Indicate sequences necessary for completion of related portions.
    - 3. Coordinate the Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests and other schedules.
    - 4. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the Schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- 5.Area Separations: Provide a separate time bar to identify each construction area for each major part of the Work. Indicate where each element must be sequenced with other activities.
  - D. Distribution of Schedules: Distribute copies of the Construction and Submittal Schedules to the

Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.

- 1. Updating: Revise each Schedule after each meeting or activity, where revisions have been made. Issue the updated Schedules concurrently with report of each meeting.
- E. Shop Drawings; Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Include the following information:
  - Dimensions. 1.
  - Identification of products and materials included.
  - 2. 3. Notation of coordination requirements.
  - Notation of dimensions established by field measurement. 4.
  - Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop 5. Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
  - Do not use Shop Drawings without Architect's approval indicating action taken in 6. connection with construction.
- F. Product Data: Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
  - 1. Manufacturer's printed recommendations.
  - 2. Compliance with recognized trade association standards.
  - 3. Compliance with recognized testing agency standards.
  - 4. Application of testing agency labels and seals.
  - 5. Notation of dimensions verified by field measurement.
  - Notation of coordination requirements.
  - 6. 7. Preliminary Submittal: Submit a preliminary single-copy where selection of options is required.
  - 8. Distribution: Furnish copies of submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.
- Samples: Submit full-size Samples cured and finished as specified and identical to the product G. proposed. Mount, display, or package Samples to facilitate review. Prepare Samples to match the Architect's Sample. Include the following:
  - 1. Generic description.
  - 2. Source.
  - 3. 4. Product name or name of manufacturer.
  - Compliance with recognized standards.
  - 5. Availability and delivery time.
  - 6. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics, and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product. submit multiple units that show limits of the variations.
    - Refer to other Sections for Samples that illustrate details of assembly, fabrication a. techniques, workmanship, connections, operation and similar characteristics.
    - Refer to other Sections for Samples to be returned for incorporation in the Work. b. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
  - 7. Preliminary submittals: Where Samples are for selection of characteristics from a range of choices, submit a full set of choices for the product. Preliminary submittals will be reviewed and returned indicating selection and other action.
  - Submittals: Except for Samples illustrating assembly details, workmanship, fabrication 8. techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken. Maintain Sample sets at the Project site, for quality comparisons.

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

#### SECTION 01740 - WARRANTIES AND BONDS

#### 1.1 General

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner.
  - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
- C. Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
- D. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.
- E. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- F. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- G. Replacement Cost: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.
- H. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.
  - The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.
- I. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.
  - 1. When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
- J. When a special warranty is to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
- K. Special warranty forms are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and

subcontractor, supplier or manufacturer. Submit a draft to the Owner through the Architect for approval prior to final execution.

- 1. Refer to individual Sections of Divisions-2 through -16 for specific content, and particular requirements for submittal of special warranties.
- L. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
  - 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
- 3.When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.