

THE PHENIX CITY NORTH RIVERWALK REPAIRS
for
THE CITY OF PHENIX CITY

PHENIX CITY PROJECT NO. : 2021.013.001

FOR

THE CITY OF PHENIX CITY



OWNER:

The City of Phenix City
601 12th Street
Phenix City, Alabama 36867
Phone: (334) 448-2760
Fax: (334) 448-2524
Angel Moore, City Engineer

ENGINEER:

Wright Engineering, LLC.
7413 Whitesville Road
Building 800
Columbus, Georgia 31904
Phone: (706) 507-0232
J. Brent Wright, P.E., SECB

SPECIFICATIONS
for
THE PHENIX CITY NORTH RIVERWALK REPAIRS
for
THE CITY OF PHENIX CITY
Phenix City, Alabama

March 2, 2023

TABLE OF CONTENTS

SECTION 002113: INSTRUCTIONS TO BIDDERS	
ADVERTISEMENT FOR BIDS	2 – 3
SAMPLE PROPOSAL FORM	4
INSTRUCTION TO BIDDERS	5 – 7
SECTION 003500: GENERAL & SUPPLEMENTARY CONDITIONS	1 – 13
SECTION 010000: GENERAL REQUIREMENTS	1 – 4
SECTION 011000: SUMMARY	1 – 2
SECTION 011350: MODIFICATION PROCEDURES	1 – 2
SECTION 013000: SUBMITTALS	1 – 7
SECTION 015000: TEMPORARY FACILITIES	1 – 4
SECTION 016310: PRODUCT SUBSTITUTIONS	1 – 2
SECTION 017000: PROJECT CLOSEOUT	1 – 6
SECTION 018000: ALLOWANCES	1
SECTION 032000: CONCRETE REINFORCING	1 – 3
SECTION 033000: CAST-IN-PLACE CONCRETE	1 – 15



DEPARTMENT OF
ENGINEERING / PUBLIC WORKS

601 12th Street | Phenix City, AL 36867 | Ph: 334-448-2760 | Fx: 334-291-4848 | phenixcityal.us

DR. R. GRIFF GORDY
Mayor Pro Tem / At Large

STEVE BAILEY
Councilmember District 1

EDDIE N. LOWE
Mayor

VICKEY F. CARTER
Councilmember District 2

ARTHUR L. DAY, JR.
Councilmember District 3

WALLACE B. HUNTER, City Manager
MELONY LEE, City Clerk
ANGEL MOORE, P.E., City Engineer
Director of Engineering / Director of Public Works

THE PHENIX CITY NORTH RIVERWALK REPAIRS

For

THE CITY OF PHENIX CITY

Phenix City, Alabama

ADVERTISEMENT FOR BIDS

Sealed proposals will be received from qualified general contractors for the furnishing of all labor and materials, equipment and incidentals required for the "Phenix City North Riverwalk Repairs" for The City of Phenix City, 601 12th Street, Phenix City, Alabama, 36867, in accordance with the drawings and specifications dated March 2nd, 2023, prepared by Wright Engineering, 7413 Whitesville Road, Building 800, Columbus, Georgia 31904 and the Phenix City Engineering and Public Works Department.

Sealed bids will be received by the City of Phenix City, Russell County, Alabama, until 10:00 A.M. Eastern Standard Time on April 6, 2023 in the Martin Idle Hour Community Center located at the following address: 3743 Moon Lake Drive, Phenix City, Alabama 36867. At that time bids will be opened publicly. Bids submitted by mail or in person to the Finance Department after 9:30 A.M. Eastern Standard Time on the day of the bid will not be accepted.

Bid documents will be available for review in the Phenix City Engineering Department, 1206 7th Avenue, Phenix City, Alabama, 334/448-2760 or can be purchased for a fee of \$35.00. Unsuccessful or non-bidders who return plan sets promptly and in good usable condition will receive a refund of the \$35.00 within 7 business days. (Bidders have the option of receiving bid documents via electronic submission at no cost. Adobe Acrobat Reader software is required to read and print electronic bid documents).

The contract, if awarded, will be on a lump sum basis. No bid may be withdrawn for a period of 60 days of the time and date of opening of bids.

Bids must be accompanied by a Bid Bond in an amount not less than 5% of the Base Bid (but in no event more than \$10,000.00). Bids must be submitted on proposal forms as indicated in specifications. A certified check or money order will be accepted as the Bid Bond.





Performance and Payment Bonds will be required by the successful bidder in the full amount of the Contract sum. Performance and Payment Bonds must be provided by the successful subcontractors in the full amount of their contract.

The Owner reserves the right to reject any or all bids and waive technicalities and informalities in the bidding.

Bids shall be submitted in **duplicate** and addressed to:

City of Phenix City
601 12th Street
Phenix City, Alabama 36867

Subject:
The Phenix City North Riverwalk Repairs

The right to reject any or all bids is reserved.

Angel Moore, P.E.
City Engineer/Public Works Director
Phenix City, AL

END OF INVITATION FOR BID

PROPOSAL FORM

DATE: _____

TIME: _____

PROPOSAL OF _____
(Name of Bidder)

LICENSE No. _____ OF _____
(Required to Bid) (Address)

Gentlemen:

I have received the plans and specifications titled: "The Phenix City North Riverwalk Repairs", for The City of Phenix City, Phenix City, Alabama (dated March 2, 2023). I have also received Addenda Nos. _____, and have included their provisions in my proposal. I have examined the site and submit the following proposal:

1. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
2. To accept the provisions of the Instructions to Bidders regarding the disposition of Bid Security.
3. To enter into and execute a contract, if awarded, on the basis of this Proposal and to furnish Guaranty Bonds in accordance with the General and Supplementary General Conditions of the Contract within ten (10) days of acceptance of this proposal. (See page SGC-9, paragraph SGC-06).
4. The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the City Engineer and to complete fully all work in accordance with the specifications within _____ calendar days from a written "Notice To Proceed".

I will construct this project for the lump sum price of:

_____ dollars (\$ _____).

I have attached the required Bid Security to this Proposal.

SIGNED _____

TITLE _____

DATE _____

INSTRUCTIONS TO BIDDERS

- I. All General Contractor's submitting a bid shall furnish a copy of their current license to the City Engineer prior to the opening of bids.

All General Contractor's submitting a bid shall include his or her current license number on the bid as required by Title 34, Section 34-8-8. The City Engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid.

Section 34-8-8

Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

- a. All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.
- b. All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this sub-section shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721, §U; Code 1940, T. 46, §79; Act 1959, No. 571, p. 1429, §I; Act 1996, No. 96-640, p. 1013, §I.)

All sub-contractors whose contract exceeds \$50,000.00 shall be licensed by the State of Alabama as a sub-contractor.

- II. Bidding documents, consisting of drawings and specifications, may be obtained at the Engineering and Public Works Office located at 1206 7th Avenue, Phenix City, AL 36867. To obtain documents, send a deposit as indicated on Advertisement for Bids. Bidding material will be forwarded upon receipt of the deposit.

Bids must be accompanied by a Bid Bond in an amount not less than 5% of the Base Bid (but in no event more than \$10,000.00). Bids must be submitted on proposal forms as indicated in specifications. A certified check or money order will be accepted as the Bid Bond.

Performance and Payment Bonds will be required by the successful General Contractor in the full amount of the Contract sum.

- III. The full amount of deposit for sets of "Hard Copy" bidding documents will be refunded to each general contractor who submits a Proposal upon the return of the documents in good condition within seven (7) business days after the date of the bid opening (less shipping cost). No deposit will be refunded for return of incomplete plans or those damaged or unusable, that is, in a condition that could prohibit the immediate reissuing of the documents for use without the need to rebind or replace sheets of the documents. No deposits will be refunded for electronic files.
- IV. General Contractors who withdraw from the bidding will be refunded the deposit for hard copies less the approximate cost of reproduction (50% of deposit) of all sets upon the return of the documents in good condition prior to the date of the bid opening.
- V. Partial sets will not be issued. Deposits from subcontractors will be the same as for general contractors. All deposits from subcontractors will be refunded per paragraph III.
- VI. In order to be considered in good condition, each set of documents must be returned complete with all parts, including addendum, with all sheets in proper sequence and properly bound. Pencil marks, including color pencil, are permitted so long as all drawings or specifications are legible.
- VII. Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.
- VIII. Proposals shall be made on Proposal Form. Fill in all blank spaces and submit two (2) copies. Proposals shall be signed with the name typed below signature. Where bidder is a corporation, Proposals must be signed by the legal name of the corporation, followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- IX. Submit proposals in an opaque, sealed envelope. Identify the envelope with: (1) Project Name, (2) Name of bidder. Address submittals to: Attn: Labrita King Copeland, Finance Office, Phenix City, Alabama 36867.
- X. Proposals may be withdrawn by bidder prior to the time set for bid opening. After bids have been opened, no bid may be withdrawn for a period of sixty (60) days.
- XI. Contract, if awarded, will be on a lump sum basis and executed on Contract forms included within these specifications, where the basis of payment is a Stipulated Sum.

- XII.** The successful bidder shall furnish performance and payment bonds as required in the Supplementary General Conditions (see Section II). Within three (3) working days following the bid opening, the successful bidder shall submit to the City Engineer the names of the principle subcontractor(s) and material supplier(s) that he intends to use. All sub-contractors are subject to the approval of the owners and architect/engineer.
- XIII.** The Owner reserves the right to reject any and all bids and to waive all technicalities and informalities.
- XIV.** **Submittals will be received until 10:00 A.M. Eastern Standard Time on Thursday, April 6th, 2023 at the Martin Idle Hour Community Center located at the following address: 3743 Moon Lake Drive, Phenix City, Alabama 36867. The proposals will be publicly opened and read aloud. Bids submitted by mail or in person to the Finance Department after 9:30 A.M. Eastern Standard Time on the day of the bid will not be accepted.**

END OF INSTRUCTIONS TO BIDDERS

GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS

I. GENERAL

- a. A General Conditions of the Contract shall be the American Institute of Architect's Document A201 - 2017 Edition. "The General Conditions of the Contract for Construction" are hereinafter referred to as the "General Conditions". This document is hereby specifically made a part of the Contract Documents with the same force and effect as though set forth in full.
- b. The Supplementary General Conditions contain changes and additions to the AIA General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

II. SUPPLEMENT TO ARTICLE 2, "OWNER"

- a. To paragraph 2.2, Information and services Required of the Owner, add Clause 2.2.2.1., following subparagraph 2.2.2., as follows:

2.2.2.1 The Owner shall furnish chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or environmental agencies unless otherwise noted in the Contract Documents.

III. SUPPLEMENT TO ARTICLE 7, "CHANGES IN THE WORK"

- a. To paragraph 7.2, "Change Orders" add paragraph 7.2.2 following paragraph 7.2.1, as follows:

7.2.2 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- 1. For the Contractor, for work performed by the Contractor's own forces, 20% of the cost.
- 2. For the Contractor, for work performed by the Contractor's subcontractor, 7.5% of the amount due to the subcontract
- 3. For each Sub-contractor or Sub-subcontractor involved, for work performed by that Subcontractor's own forces, 20% of the cost.
- 4. For each Sub-contractor, for work performed by the Subcontractor's Subcontractors, 7.5 % of the amount due to the sub-subcontractor.

5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6, Clauses .1-.5.
 6. In order to facilitate checking of quotations for extras or credit, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.
- b. To paragraph 7.3, "Construction Change Directive", make the following changes:
1. In subparagraph 7.3.7, in the first sentence, delete the words "a reasonable amount" and substitute "an allowance for overhead and profit in accordance with paragraph 7.2.2 as included in the "Supplementary General Conditions".
- c. If the cost of Change Order or Unit Price cannot be agreed upon by the Owner and contractor prior to beginning work, then the work will be performed on a "time and material" basis plus aforementioned percentages. The Owner and/or General Contractor will be responsible for documenting time spent and cost of materials.

IV .SUPPLEMENT TO ARTICLE 9, "PAYMENTS AND COMPLETION"

- a. To paragraph 9.3 "Applications for Payment" make the following modifications:
1. Add the following sentence to subparagraph 9.3.1: The form of Application of Payment shall be notarized AIA Document G702-1992, Application and Certification for payment, supported by AIA Document G703-1992, Continuation Sheet.
 2. Add clause 9.3.1.3 to subparagraph 9.3.1 following 9.3.1.2 and as follows:

9.3.1.3 Until Substantial Completion, the Owner shall pay 90% of the amount due the Contractor on account of progress payments.
 3. Add paragraph 9.3.4 as follows:

9.3.4 The Contractor shall furnish with each Application for Payment waivers of lien for itself and for each of its Subcontractors, material suppliers and from every entity who may lawfully be entitled to file liens arising out of the Contract and related to work covered by payment together with such other forms as may be reasonably required by the Owner, to assure an effective waiver of mechanics or material mens liens in compliance with the laws of the State in which the Project

situated. Waivers of lien shall cover the amount of the current month's Application for Payment and be submitted on forms and executed in a manner acceptable to Owner. The contractor shall within fifteen (15) days after receipt of notice of the existence of any lien filed against the Project by any Subcontractor, supplier of the materials or any other person or entity claiming to be a creditor of the Contractor, cause the same to be removed as of record and/or fully bonded at the Contractor's sole cost and expense. Any payment due to the Contractor hereunder shall be reduced by an amount equal to up to one hundred and fifty percent (150%) of the amount of any lien arising out of or related to Contractor's performance under this Contract until such lien is revoked as of record and/or fully bonded to Owner's reasonable satisfaction.

- b. To paragraph 9.8 "Substantial Completion", make the following modifications:
 - 1. Add the following sentence to subparagraph 9.8.5: "The payment shall be sufficient to increase the total payments to 100% of the Contract Sum, less such amounts as the City Engineer shall determine for incomplete work and unsettled claims".
- c. To paragraph 9.10 "Final Completion and Final Payment", make the following modifications:
 - 1. Following subparagraph 9.10.2, add the Clause 9.3.4 as follows:

9.10.2.1 The following AIA Documents shall be used to submit the appropriate affidavits and/or certifications required:

 - 1. Contractor's Affidavit of Payment of Debts and Claims, AIA Document 0706-1994.
 - 2. Interim Waiver and Release Upon Payment, (copy attached).
 - 3. Sub-Contractors Interim Waiver and Release Upon Payment, (copy attached).
 - 4. Consent of Surety Company to Final Payment, AIA Document 0707-1994.
- d. Based upon Application for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the contract sum to the Contractor as provided in the Contract Documents, for the period ending the last day of the month, as follows:

Not later than ten days following the end of the period covered by the Application for Payment, ninety (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site, or at some other location agreed upon in writing prior to first application for payment,

for the period covered by the Application for Payment less the aggregate of previous payments made by the Owner. Upon Substantial Completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

The Contractor shall, before the first application for payment, submit a Schedule of Values of the various parts of the work as called for in Article 9 of the AIA General Conditions (AIA Document G-703).

The Contractor shall submit to the architect proof of insurance covering the owner's materials stored at approved site.

- e. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon receipt of payments by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- f. The Contractor shall not submit for the Architect's review and approval any Application for Payment which is incomplete, inaccurate or lacks the detail, specificity or supporting documentation required herein. It is understood and agreed by the Contractor and the Owner that any Application for Payment which is deficient in any such manner shall not constitute a valid and proper Application for Payment, and the Contractor shall be required to resubmit such Application for Payment in proper form prior to the Owner incurring any obligation to make payment on account thereof. The Contractor specifically agrees that it shall not include in any Application for Payment sums attributable to Work which the Owner, the Architect or the Contractor has rejected or which shall otherwise constitute or relate to applications for payment, billings or invoices of Subcontractors or suppliers which the Contractor disputes or for any other reason does not believe should be paid.

V. SUPPLEMENT TO ARTICLE 11, "INSURANCE AND BONDS"

- a. Article 11- Delete Article 11 Paragraphs 11.1 through 11.3.10 in the General Conditions and add the following:

11.1 INSURANCE TO BE PROVIDED BY THE GENERAL CONTRACTOR.

11.1.1 The Contractor shall procure and maintain, during the life of the Contract, General Comprehensive Liability Insurance Coverage, including Blanket Contractual Policy for not less than

any limits of liability required by law or by those shown below and shall include contractual liability insurance as applicable to the Contractor's obligations, with a carrier authorized to do business in the State of Alabama. The General Liability and Auto Liability policy(ies) are to contain or be endorsed to name the Owner, its officers, officials, representatives, agents and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the Owner by the contractor.

11.1.2 Contractor shall indemnify and save harmless the Owner, its officers, officials, representatives, agents and employees, from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, including delivery and unloading of supplies and equipment, except where caused by the active negligence, sole negligence or willful misconduct by the Owner. This hold harmless clause is in no way an admission of liability on the part of the Owner, or any of its agents, representatives, or employees.

11.1.3 The Contractor acknowledges that he has fully informed himself of the contents and meaning of this hold harmless agreement and has so executed it with full knowledge thereof and that the terms are contractual and not a mere recital. These requirements shall also apply to any Subcontractor whose hazards are not covered by the Contractor's insurance policies.

- a. **Public Liability and Property Damage:** The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor, and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the Contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death and/or Property Damage

(Each Occurrence) \$2,000,000 Combined Single Limit

General Aggregate..... \$2,000,000

Excess Liability Umbrella \$5,000,000 over Primary Coverage

- b. **Automobile Public Liability and Property Damage:** The Contractor shall maintain automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage (Each Occurrence)
\$2,000,000 Combined Single Limit

- c. Worker's Compensation Insurance: The Contractor shall maintain Worker's Compensation Insurance for all his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws. Contractor shall provide the Owner with a Certificate of insurance showing proof of insurance acceptable to the Owner. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy(ies) is to be endorsed to include a waiver of subrogation against the Owner, its officers, officials, agents and employees in accordance with Article 11.4. Contractor and its employees are independent Contractors and not employees of the Owner. Contractor and or its insurers are responsible for payment of any liability arising out of Worker's Compensation, unemployment or employee benefits offered to its employees.
- 11.1.4 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Owner.
- 11.1.5 Separate endorsements are required, naming the Owner and its representative as additional insured, for liability insurance and providing a waiver of subrogation for Worker's Compensation Insurance.
- 11.1.6 The Contractor shall maintain the insurance until the final certification accepting the work is issued by the Owner. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the Owner.
- 11.1.7 Endorsements are to be received and approved by the Owner before work commences. Should Contractor cease to have insurance as required during any time, all work by Contractor, pursuant to this agreement, shall cease until insurance acceptable to the Owner is provided.
- 11.1.8 If the Contractor or any of its said Subcontractors of any tier should fail to comply with their respective obligations, under the Subparagraph, the Owner may withhold any payments due to the Contractor until such time as the Contractor and its Subcontractors of any tier shall have performed their said obligations to the reasonable satisfaction of the Owner.
- 11.1.9 If the Project is suspended or abandoned in whole or in part for more than three (3), months the contractor agrees to maintain insurance as provided in Article 11 during any such period of suspension or abandonment prior to the termination of the Project in order to protect the interest of the Owner.
- 11.1.10 Each insurance policy required hereunder shall name as Additional Insureds: Owner, the Architect, and their respective parent companies, the subsidiary, related and affiliated companies of each of and the officers, directors, agents, employees and assigns of each. The

insurance required shall be PRIMARY with respect to any other insurance available to said additional insureds.

11.2 PROPERTY INSURANCE

- 11.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work under their contract at the site to the full insurable value thereof. This insurance shall include the interest of the Owner, the Architect, the Contractor, and the Contractor's subcontractors in the Work, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. The form of policy for this coverage shall be Complete Value.
- 11.2.2 The Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Architect, the Contractor and its subcontractors and Sub- subcontractors in the Work.
- 11.2.3 The Contractors waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees of each other, and (2) the Owner, Architect, and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to Paragraph 11.3 of any other property insurance applicable to the Work. The foregoing waiver afforded the Architect, their agents and employees shall not extend to the liability imposed by Subparagraph 3.18. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, subcontractors and sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.
- 11.2.4 If required in writing by any party in interest, the Contractor, upon the occurrence of an insured loss, give bond for the proper performance of the Contractor's duties. The Contractor shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Article 4.5. If after such loss no other special agreement is made, replacement of damaged Work shall be covered by an appropriate Construction Change or Change Order.
- 11.2.5 The Contractor shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object, in writing within five (5) days after the occurrence of loss, to the Contractor's exercise of this power, and if such objection be made, arbitrator

shall be chosen as provided in Article 4.5. The Contractor shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

- 11.2.6 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy.

Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.3 LOSS OF USE INSURANCE

- 11.3.1 The Owner, at the Owner's option, may purchase and maintain insurance for protection against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

11.4 WAIVERS OF SUBROGATION RIGHTS

- 11.4.1 When the Owner, Contractor or Subcontractor implement any Insurance coverages mentioned in the Contract except for the amount of the deductibles, the Owner, the Contractor, its Subcontractors of any tier, each on their own behalf and on behalf of anyone claiming by, through or under them, whether by way of subrogation or otherwise, hereby waive any and all subrogation rights which they may now or hereafter have against each other and the parent, related and affiliated companies, the successors and assigns of each other, in connection with the performance of the work, to the extent such subrogation rights are not the result of any intentional wrongful act or omissions of the party causing such loss and are covered losses under the insured provided hereunder. Nothing contained in the Article shall relieve the Contractor, its Subcontractors of any tier of their respective obligations to exercise due care in the performance of their duties in connection with the work or to complete the work in strict compliance with the Contract Documents.

VI.SUPPLEMENT TO ARTICLE 11.4, "PERFORMANCE BOND AND PAYMENT BOND"

- a. To Article 11.4, "Performance Bond and Payment Bond" make the following modifications:

Change paragraph number to "11.5 PERFORMANCE AND PAYMENT BOND"

- b. Delete text of subparagraph 11.4.1 in its entirety and substitute the following:

11.5.1 The Contractor shall furnish security covering faithful performance of the Contract and payment of obligations arising thereunder. The form of the bonds shall be the standard AIA Documents A312 - latest edition, Performance Bond and Payment Bond. The amount of each security shall be equal to 100 percent of the contract Sum.

- c. Change paragraph number 11.4.2 to 11.5.2

VII.SUPPLEMENTS TO "PARAGRAPH 8.2- PROGRESS AND COMPLETION"

- a. Contractor shall coordinate and conduct any and all work in such a way as to avoid presenting any dangers or safety hazards. Contractor shall be prepared to work non-standard hours and days during this phase of the work if deemed necessary by those in authority. All work shall be scheduled and coordinated with the Owners. Additional payments will not be made to the contractor for overtime hours that are required to complete the work as outlined.

VIII.SUBSTITUTIONS

- a. Written request for substitutions for materials or methods specified must be submitted to the architect at least seven (7) days prior to the date of the receipt of bids. Furnish complete product information listing any deviations from that specified. Approval of substitutions does not relieve the contractor of providing products equal to those specified.

IX.DEMOLISHED MATERIALS

- a. All demolished materials shall be disposed of off the site by the Contractor.

X.METHOD OF AWARD OF CONTRACT: REJECTION OF BIDS

- a. In all cases the contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitations of Bids, provided the bid is reasonable and it is to the interest of the owner to accept it. The low bidder shall be determined as set forth herein:
1. The contract will be awarded on the "Base Bid" only, if the amount of the contract does not exceed the amount of "available funds". This, however; will not preclude the owner from applying alternates (if applicable) in any order provided funds are available.
 2. In the event the lowest base bid exceeds the amount of available funds, the owner may reject all bids or may award the contract on the Base Bid.

NOTE: The amount of "available funds" for this project will be determined solely by the Owner. At the time of receiving bids the amount of funds available has not been determined.

- b. The bidder to whom the award is made will be notified at the earliest practicable date. The owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the owner.
- c. The owner also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees.

XI. CONDUCT OF WORKMEN

- a. See Section XV.

XII. WARRANTIES

- a. The General Contractor shall furnish in addition to the warranties described elsewhere, a written guarantee that all work executed under these plans and specifications shall be free from defects of materials and workmanship for a period of one year from the date of final acceptance and that all defects occurring within that period shall be replaced at no cost to the owner.
- b. In case of work performed by his subcontractors and where warranties are required, the contractor shall secure warranties from said subcontractors and deliver them to the owner upon completion of the work.
- c. Where guarantees are called for, for a period of more than one year, such longer terms shall apply.
- d. Nothing in the above shall be deemed to imply this guarantee shall apply to work which has been abused or neglected by the owner.

XIII. USE OF HAZARDOUS PRODUCTS

- a. Asbestos:
 - 1. No products or materials containing asbestos in any form shall be used in the work of this contract.

2. If any product used in this work is found to contain asbestos after it has been installed, it shall be promptly and completely removed in strict conformance with EPA Guidelines and Regulations and at no cost to the Owner or Architect or the agencies of either.
 3. The General Contractor and major subcontractors, shall be required at the completion of the project to provide to the architect a letter certifying that no materials containing asbestos have been used in the construction project.
- b. Lead Based Paints:
1. No products or materials containing lead based paints in any form shall be used in the work of this contract.

XIV .DRESS CODE/BEHAVIOR

- a. All workmen shall be expected to exhibit acceptable behavior and dress while at the project. Association with building occupants is strictly prohibited. Any workmen found using profanity or improperly dressed will be asked to leave the site immediately. No am/fm radios or tape players are permitted on this site. No Shirts or hats displaying tobacco, alcoholic beverage, fire arms, or improper language will be allowed on the jobsite.

XV .SCHEDULING

- a. The existing facility shall be closed 50' at each end of the project limits for the duration.

XVI .STANDARD DOCUMENTS

It is the Owner's preference to use Standard AIA Documents when possible. Therefore, please make use of the following:

- | | |
|-------|---|
| G70 I | Change Order |
| G702 | Application and Verification for Payment |
| G703 | Continuation Sheet |
| G704 | Certificate of Substantial Completion |
| G705 | List of Subcontractors |
| G706 | Contractor's Affidavit of Payment of Debts and Claims |
| G707 | Consent of Surety to Final Payment |
| G709 | Work Changes Proposal Request |

- G710 Architect's Supplemental Instructions
- G711 Architect's Field Report
- G714 Construction Change Directive
- G807 Project Team Directory

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF ALABAMA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY

_____ TO FURNISH _____

(NAME OF CONTRACTOR)

(DESCRIBE MATERIALS AND/OR LABOR)

WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF

_____, AND IS OWNED BY _____

(NAME OF OWNER)

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: (DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER, A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT).

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FORGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES. GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 2023.

(Seal)

COMPANY NAME

ADDRESS

BY: _____
SIGNATURE AND TITLE

WITNESS

ADDRESS

NOTARY: _____

MY COMMISSION EXPIRES: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WIAVER AND RELEASE. PROVIDED, HOWEVER, THAT THE FAILURE TO CORRECTLY COMPLETE ANY OF THE BLANK SPACES IN THE ABOVE FORM SHALL NOT INVALIDATE SAID FORM SO LONG AS THE SUBJECT MATTER OF SAID RELEASE MAY REASONABLY DETERMINED.

SECTION 010000 - GENERAL REQUIREMENTS

PART 1: GENERAL

1.1 DISCREPANCIES IN DRAWINGS AND SPECIFICATIONS

- A. All errors or discrepancies that may be discovered in the drawings and specifications shall be promptly reported to the Architect for correction.
- B. In case of discrepancies between drawings and specifications, the requirements of the specifications shall govern.
- C. Figures given on the drawings shall govern scaled measurements. Large-scale drawings shall govern small-scale drawings.
- D. Attention is directed to the fact that the detailed specifications and separate sections may be written in short or abridged form in regard to every section of the specifications and all parts thereof, mention therein or indications on the drawings of articles, materials, operations, or methods require that the contractor:

Provide each item mentioned and indicated: Perform each operation prescribed:

Provide therefore all necessary labor, equipment and incidentals.

- E. Wherever in these specifications or on the drawings the words "directed", "required", "permitted", "ordered" or words like import are used, it shall be understood that direction, requirements, permission or order of the Architect is intended; and similar words "approved", "acceptable", "satisfactory", or the words of like shall mean approved by, acceptable to, or satisfactory to the Architect.
- F. For convenience of reference and to facilitate the letting of contracts and subcontracts, these specifications are separated into titled sections. Such separation shall not, however, operate to make the architect an arbiter to establish limits to the contracts between the contractor and sub-contractors, nor shall such separation be interpreted as superseding normal union jurisdiction.
- G. Notwithstanding the appearance of such language in the various divisions of the specifications, the plumbing contractor, the electrical contractor, the roofing contractor, etc. the contractor is responsible to the owner for the entire contract and the execution of all work referred to in the contract documents.

1.2 COOPERATION IN EXECUTING THE WORK

- A. The contractor, and his representatives, is expected to cooperate with the architect, and his representatives, in any way possible to insure the proper execution of all phases of the work, the quality of the work, and the fast and easy flow of ideas, suggestions, instructions, and other forms of communication.

- B. The contractor is expected to promptly notify the architect of any problems arising from the work for which the architect's decision or instructions are required.
- C. The contractor does not have the right to alter in any way the requirements of the contract documents; however, he is encouraged to make timely suggestions concerning the execution of the work and to question and bring to the architect any items of the work which he feels are improper.
- D. The contractor is responsible for insuring that his subcontractors properly coordinate their work and cooperate with each other to the fullest. If the contractor and subcontractors or two or more subcontractors have work to be installed in the same location, they are expected to cooperate with one another to insure that each has made provisions for the other's work.
- E. If the contractor or the architect feels it to be advisable, either may initiate a preconstruction conference to discuss job conditions and progress. The architect, contractor and all major subcontractors shall be represented at this conference should it be called.

1.3 REFERENCE STANDARDS

- A. All references made in the specifications to codes, specifications, and standards shall mean and intend to be the latest edition, amendment, or revision of the referenced codes, standards or specifications in effect as of the date of the specifications.
- B. In case of a conflict between the referenced specifications or standards and the specifications, the specifications shall govern in case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall govern.
- C. The contractor, if requested, shall furnish a certificate from the manufacturer stating that the materials or products delivered to the project site meet the specified requirements. This certification shall not relieve the contractor of complying with additional requirements specified herein.

- 1.4 The contractor shall employ a competent job superintendent that must be on-site at all times work is in progress.

1.5 COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work within ten days after receipt of written notice to proceed, shall prosecute the work with faithfulness and energy, And shall complete all work within the time stated in his contract or any proper extension thereof. Contract time shall begin upon receipt by the contractor of written notice to proceed. Time is of the essence of the contract. Contractor shall maintain sufficient labor and supervision on the job until all items have been completed including architect's punch list. A final inspection with the owner, architect, and contractor will be scheduled upon completion of all items.

1.6 PERMITS, FEES AND TAXES

Contractor will pay for all permits, fees, federal, state and local taxes as required by law. The Contractor and its Subcontractors shall obtain a Phenix City business license for the current year and maintain for the duration of the project.

1.7 EXISTING CONDITIONS

A. The contractor, in undertaking the work under this contract is assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given based on lack of knowledge of existing conditions, except where the contract documents make definite provisions for adjustments of cost or extension of time due to existing conditions which cannot be readily ascertained.

1.8 DRESS CODE/BEHAVIOR

A. All workmen shall be expected to exhibit acceptable behavior and dress while at the project. Any workmen found using profanity or improperly dressed will be asked to leave the site immediately. No am/fm radios or tape players are permitted on this site. No Shirts or hats displaying tobacco, alcoholic beverage, fire arms, or improper language will be allowed on the jobsite.

1.9 MEASUREMENTS AND DIMENSIONS

Before ordering material for doing work which is dependent for proper size or installation upon coordination with building conditions, the contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the corrections of same. No consideration will be given any claim based on difference between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the architect for adjustments before any work affected thereby is begun.

1.10 FULFILLMENT OF THE CONTRACT

Contract will be considered fulfilled when all work has been completed, the final inspection and acceptance has been made by the architect, and all required certificates and releases have been executed by the contractor.

1.11 PROTECTION OF ADJACENT PROPERTY OF OTHERS

The contractor shall at all times protect the existing building from trespass by workmen and shall not allow accumulated debris or stored material to be placed thereon. He shall erect barricades, fences or such other safeguards as may be required, and shall promptly make good any damages arising from operations carried on under this contract.

1.12 SAFEGUARDS DURING CONSTRUCTION

A. In addition to the requirements of the General Conditions, the contractor's attention is particularly directed to the International Building Code, Latest Edition. The contractor shall

observe all provisions of this section and no claims for extra cost will be allowed for any work required by the building official in connection therewith.

- B. Throughout the duration of the work, the contractor shall observe, provide and enforce all safety measures set forth in the "AGC" Manual of Accident Prevention.

1.13 ASBESTOS USE PROHIBITED

The contractor will insure that no asbestos materials or products containing asbestos will be used on this project.

1.14 ONSITE MATERIAL STORAGE

- A. An area will be designated by the owner on-site for storage of new building materials. Contractor is responsible for providing security including a fenced area for storage of new material. No on-site storage will be permitted except in this secure area.

- B. All material stored on-site is the responsibility of the contractor.

1.15 SUBSTITUTIONS

Written request for substitutions for materials or methods specified must be submitted to the architect at least seven (7) days prior to the date of the receipt of bids. Furnish complete product information listing any deviations from that specified.

1.16 SUPERINTENDENT

Contractor shall have a job superintendent present on the site at all times work is in progress.

1.17 DISPUTE RESOLUTION

Except otherwise provided in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to informal mediation between the parties, which will be non-binding to resolve any dispute. If said matter cannot be resolved through informal mediation, then in that event, either party in this agreement can request formal non-binding mediation.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution should be the following: Litigation in a court of competent Jurisdiction in Russell County, Alabama or in the United States District Court for the Middle District of Alabama. Dispute shall be interpreted by laws of the State of Alabama.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Work restrictions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Phenix City North Riverwalk Repairs.

1. Project Location: Phenix City, Alabama.

B. Owner: City of Phenix City, Alabama

1. Owner's Representative: Angel Moore, PE, City Engineer / Director of Public Works
2. Owner's Representative: Christopher Casey, Graduate Engineer

C. Structural Engineer: Wright Engineering, LLC.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Selective Demolition of the existing concrete walkway, stabilization of the existing foundations, and reconstruction of the concrete walkway portion of the Phenix City Riverwalk as defined in the Contract Drawings and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated by the City of Phenix City and as indicated by requirements of this Section.
- B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to normal business working hours of 7 a.m. to 6 p.m., Monday through Saturday, unless otherwise indicated.
- C. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy and adjacent usage with Owner requirements.
 - 1. Notify Owner not less than four days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011350 - MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
 - 1. Multiple Prime Contracts: Provisions of this Section apply to the work of each prime contractor.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
 - 2. Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G7 10, Architect's Supplemental Instructions.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 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.

- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Comply with requirements in Section "Product Substitutional" if the proposed change requires substitution of one product or system for a product or system specified.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Engineer may issue a Contract Change Order. The Contract Change Order instructs the Contractor to proceed with a change in the Work.
1. The Contract Change Order shall contain a complete description of the change in the work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Contract Change Order.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract. All cost and time shall be documented by the project superintendent.

1.6 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on Change Order Form.

PART 2 -PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

END OF SECTION 011350

SECTION 013000 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. List of Subcontractors.
- C. The Schedule of Values submittal is included in Section "Applications for Payment."
- D. Inspection and test reports are included in Section "Quality Control Services."

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

- a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals; including time for resubmittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Engineer at weekly intervals:
1. List of subcontractors at the site.
 2. Approximate count of personnel at the site.
 3. High and low temperatures, general weather conditions.
 4. Accidents and unusual events.
 5. Meetings and significant decisions.
 6. Stoppages, delays, shortages, losses.
 7. Meter readings and similar recordings.
 8. Emergency procedures.
 9. Orders and requests of governing authorities.
 10. Change Orders received, implemented.
 11. Services connected, disconnected.
 12. Equipment or system tests and start-ups.
 13. Partial Completions, occupancies.
 14. Substantial Completions authorized.

1.5 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Contractor's Review and Approval.
 2. Dimensions.
 3. Identification of products and materials included.
 4. Compliance with specified standards.
 5. Notation of coordination requirements.
 6. Notation of dimensions established by field measurement.
 7. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".
 8. Initial Submittal: Submit 5 minimum blue- or black-line prints for the Architect's review; three will be returned.
 9. Final Submittal: Submit 3 minimum blue- or black-line prints;
 10. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

- C. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
 - 1. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - 2. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 - 4. Submittals: Submit 4 copies of each required submittal; submit 6 copies where required for maintenance manuals. The Architect will retain two, and will return the other marked with action taken and corrections or modifications required.
 - a. Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.7 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Engineer's Sample. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed returned with the Engineer's mark indicating selection and other action.

4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - 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.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
1. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.8 ENGINEER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Resubmittal: When submittal is marked "Rejected/Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Rejected/Resubmit," to be used on site, or elsewhere where Work is in progress.
4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".
5. NOTICE: Review of shop drawings by the Engineer in no way relieves the Contractor of providing material and/or workmanship as indicated on the plans and specifications.

PART 2- PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

END OF SECTION 013000

SECTION 015000 TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 TEMPORARY TOILET FACILITIES:

The contractor shall provide and maintain a temporary toilet with proper enclosures for use of workmen during construction. Locate toilets where directed;
Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted. Toilets must have approval of local health department.

1.2 TEMPORARY UTILITIES DURING CONSTRUCTION: (water and power)

The contractor may connect to existing utilities for temporary utilities during construction. Such connection shall be made at location designated by owners. All extensions of utilities for construction shall be by contractor and removal of same at completion shall be by contractor. The cost of water and power consumed shall be by owner.

1.3 COLD WEATHER PROTECTION AND TEMPORARY HEAT:

The contractor shall provide at his own expense all cold weather protection, temporary heat and fuel as necessary to carry on the work expeditiously during inclement weather, to protect all work and materials against injury from dampness and cold, to dry out the building and to provide suitable working conditions for the installation and curing of materials until final acceptance by the owner.

1.4 TEMPORARY SCAFFOLDS, STAGING AND SAFETY DEVICES:

Provide, erect, maintain and remove when directed, all scaffolding, staging, platforms, temporary runways, temporary flooring, guards, railings, stairs and related items, as required by local and state codes, or laws, for the protection of workmen and the public. The construction, inspection and maintenance of the above items shall comply with safety codes and regulations as applicable to project.

PART 2 - EXECUTION

2.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work and school activities. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

2.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
 - 1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

2.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Engineer.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.

3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- E. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and Minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

2.4 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.
2. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
3. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION 015000

SECTION 016310 – PRODUCT SUBSTITUTIONS

PART 1: GENERAL

1.1 SUBSTITUTIONS

- A. Engineer's approval required:
1. The contract is based on the materials, equipment, and methods described in the Contract Documents.
 2. The Engineer will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Engineer to evaluate the proposed substitution, and submitted to Engineer not later than seven (7) days prior to receipt of bids.
 3. All requests for substitutions specifically indicated:
 - a. Name of item for which substitution is requested.
 - b. Section and paragraph number where item is indicated in project specifications.
 - c. Submittal data shall be marked to specifically indicate the exact model or item, and technical data and description of proposed substitution.
 - d. Party submitting request has verified space allocated is sufficient, the electrical and mechanical requirements are compatible to that shown on drawings or note what changes are required.
 - e. Information contained in a submittal or brochure without noting or otherwise calling attention to such information, does not satisfy the intent of this paragraph.
 - f. Certification by the Contractor that the substitution proposed is equal- to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
7. A substantial advantage is offered the owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
11. Where a proposed substitution involves more than one prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.
12. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
13. The review of substitutions by the Architect shall not relieve the Contractors responsibility to provide equal products to that specified.

END OF SECTION 016310

SECTION 017000 – PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Submit Form of Advertisement for Completion.

5. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 6. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 7. Deliver tools, spare parts, extra stock, and similar items paid for by the Owner.
 8. Make final change-over of permanent Jocks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 9. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 10. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed. (See Section 010000, para. 1.17)
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer.
 4. Submit a final liquidated damages settlement statement.
 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements,
- B. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
1. Upon completion of re-inspection, the Architect will prepare a certificate of substantial completion or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, re-inspection will be repeated. (See Section 010000, para. 1.17)

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Engineer's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
1. Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
1. Upon completion of mark-up, submit complete set of record Product Data to the Engineer for the owner's records.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records.
- G. Maintenance Manuals: (3 minimum required) Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions.
 2. Spare parts list.
 3. Copies of warranties.

4. Wiring diagrams.
5. Recommended "tum around" cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data.
8. Fixture Lamping schedule.

PART 2- PRODUCTS (Not Applicable)

PART 3- EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to most with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
 1. Maintenance manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.
 5. Lubricants.
 6. Fuels.
 7. Identification systems.
 8. Control sequences.
 9. Hazards.
 10. Cleaning.
 11. Warranties and bonds.
 12. Maintenance agreements and similar commitments continuing

- B. As part of instruction for operating equipment, demonstrate the following procedures:
 1. Start-up.
 2. Shutdown.
 3. Emergency operations.
 4. Noise and vibration adjustments.
 5. Safety procedures.
 6. Economy and efficiency adjustments.
 7. Effective energy utilization.

3.2 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 017000

SECTION 018000 – ALLOWANCES

PART 1 - GENERAL

1.1 SCOPE

- A. This section tabulates and defines all cash allowances for portions of the work performed under other sections of these technical specifications.

1.2 CONFORMANCE WITH THE GENERAL CONDITIONS OF THE CONTRACT

- A. All cash allowances shall conform to the requirements of Paragraph 45 Cash allowances of the General Conditions of the Contract. The contractor shall be responsible for familiarizing him/herself with the requirements of Paragraph 45.

1.3 FINAL ADJUSTMENT OF ALLOWANCES

- A. As soon as is practical, the Contractor shall submit to the owner, in writing, evidence to substantiate the actual cost of all cash allowances. The contract sum shall then be adjusted accordingly by change order. All savings shall revert to the owner.

PART 2 – ALLOWANCES

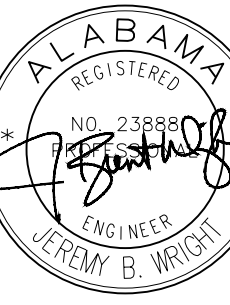
2.1 CONTINGENCY

- A. The Contractor shall include in his/her Base Bid an allowance of \$10,000.00 for contingency of unforeseen items of work that may arise related to the scope of the contract.

END OF SECTION 018000

Drawings Issued

Date	Purpose



Sheet Title	
STRUCTURAL PLAN, SECTIONS & NOTES	
Date	Sheet Number
9-13-2022	S1.1
Job Number	
22-085	

GENERAL NOTES

1. ASTM SPECIFICATIONS ARE THOSE CONTAINED IN THE LATEST EDITION OF THE STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
2. IN THE CASE OF A CONFLICT BETWEEN THESE PROJECT SPECIFICATIONS, DRAWINGS, AND/OR THOSE LISTED, REFERENCED SPECIFICATIONS, OR CODE, THE MORE STRINGENT SHALL GOVERN.
3. USE ALL MEANS NECESSARY TO PROTECT ALL MATERIALS ON THIS PROJECT BEFORE, DURING, AND AFTER INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL WORK AND MATERIALS.
4. ALL WORK SHALL BE ACCOMPLISHED IN A WORKMAN LIKE MANNER. ALL WORK SHALL BE CLEAN AND NEAT AND EASILY INSPECTED.
5. CALCULATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. CONTRACTOR TO VERIFY ALL MEASUREMENTS ON JOB SITE TO ENSURE FIT. IN CASE OF DISCREPANCIES BETWEEN DRAWINGS, SHOP DRAWINGS, AND SPECIFICATIONS NOTIFY THE CITY IMMEDIATELY.
7. THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. ALL NOTES ON STRUCTURAL DRAWINGS SHALL BE ASSUMED TYPICAL UNLESS OTHERWISE SHOWN BY OTHER DETAILS AND/OR SECTIONS. IN CASE OF DISCREPANCIES, PROVIDE REQUEST FOR INFORMATION TO THE CITY.
9. CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS BEFORE SUBMITTAL FOR REVIEW. PROPOSED FABRICATION CHANGES FROM THE DESIGN DRAWINGS SHALL BE NOTED. ANY DISCREPANCIES BETWEEN THE ARCHITECTURAL AND STRUCTURAL DRAWINGS SHALL BE NOTED TO BE VERIFIED ON THE SHOP DRAWINGS. CONTRACTOR SHALL NOT ORDER ANY MATERIAL UNTIL ALL SHOP DRAWINGS HAVE BEEN REVIEWED AND PROCESSED BY ALL PARTIES.

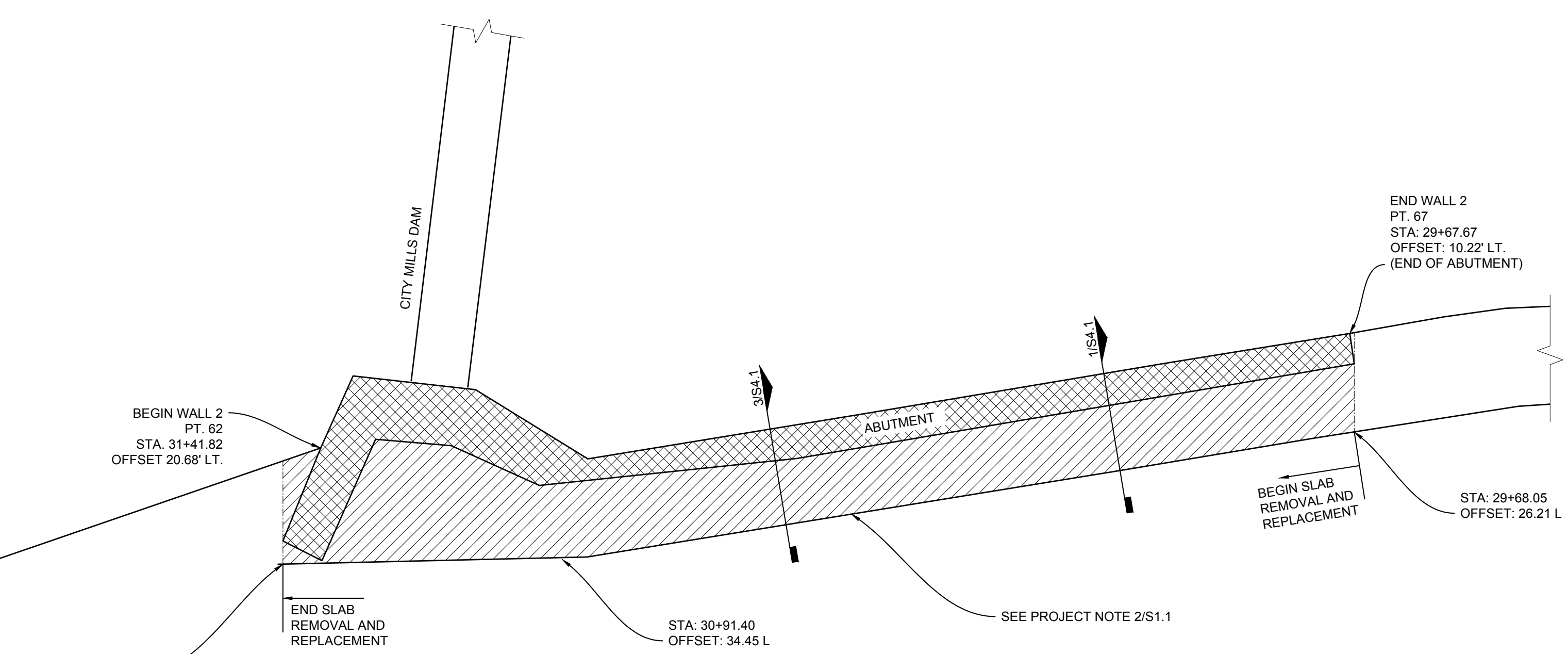
10. MATERIALS:

- CONCRETE (NORMAL WEIGHT - 28 DAY COMPRESSIVE STRENGTH) = 4000 PSI
- REINFORCING = ASTM A615, GRADE 60

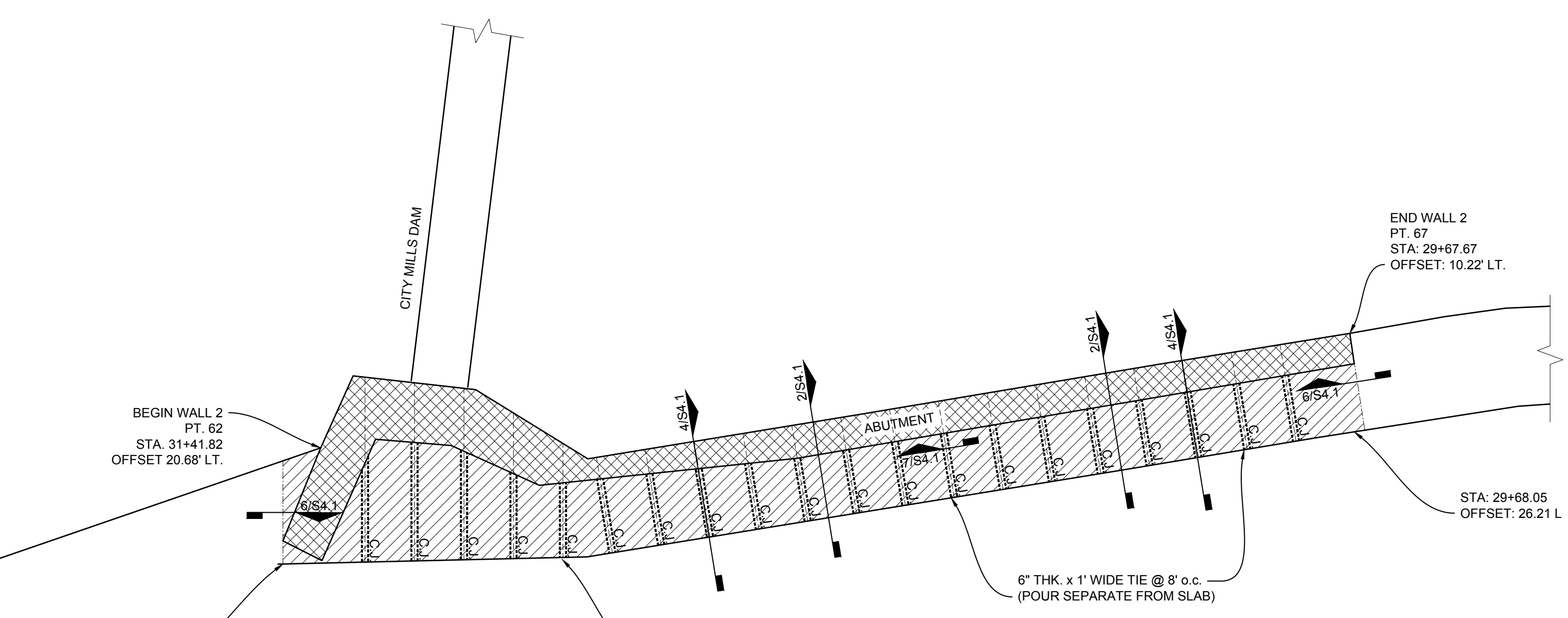
11. FIELD VERIFY ALL EXISTING ABOVE AND BELOW GROUND CONDITIONS PRIOR TO FABRICATION AND CONSTRUCTIONS.

CONCRETE NOTES

1. ALL DETAILING, FABRICATION AND PLACEMENT OF REINFORCING STEEL, FORM WORK, MIXING, HANDLING, PLACING, FINISHING AND CURING OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" (ACI-318) AND ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI-318).
2. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.
3. TIE ALL REINFORCING STEEL AND EMBEDMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCES DURING ALL CONSTRUCTION ACTIVITIES.
4. CONCRETE SHALL CONFORM TO ASTM C94. MAXIMUM WATER-CEMENT RATIO SHALL BE 0.50, WITH MAXIMUM SLUMP 4 INCHES PLUS OR MINUS 1 INCH. MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 1 1/2" INCHES AND ALL AGGREGATES SHALL CONFORM TO ASTM C33. TYPE 'C' FLY ASH IS ALLOWED AT A RATE OF 15% OF CEMENT PLUS POZZOLAN BY WEIGHT.
5. USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.
6. EXTERIOR CONCRETE SHALL BE AIR ENTRAINED. AIR CONTENT TO BE BETWEEN 3 AND 5 PERCENT BY VOLUME.
7. IMMEDIATELY FOLLOWING FINISHING THE CONCRETE SHALL BE PROTECTED FROM PREMATURE OR EXCESSIVE DRYING, TEMPERATURE EXTREMES AND INJURY. COORDINATE CURING PROCEDURES WITH FLOOR FINISH REQUIREMENTS.
8. ALL REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ASTM A615 (S1). NEW BILLET STEEL DEFORMED BARS SHALL BE GRADE 60, WELDED WIRE FABRIC (WWF) TO MEET ASTM A185. MINIMUM WWF LAP AT SPLICES TO BE 8 INCHES.
9. PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE. SPLICE ONLY AS SHOWN OR APPROVED. STAGGER SPLICES WHERE POSSIBLE. UNLESS NOTED OTHERWISE ALL REINFORCING BAR SPLICES SHALL BE ACI CLASS B TENSION LAP SPLICES. SEE CLASS B SPLICE SCHEDULE ON TYPICAL DETAIL SHEET.
10. THE FOLLOWING CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT NEAREST THE DESCRIBED SURFACE, UNLESS OTHERWISE NOTED:
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER:
6 OR LARGER BARS: 2 IN.
5 OR SMALLER BARS: 1 1/2 IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
SLAB AND WALLS: 1"
BEAM STIRRUPS AND COLUMN TIES: 1 1/2"
11. TAKE 5 CYLINDERS OF CONCRETE POUR FOR TESTING. THESE 5 CYLINDERS SHALL CONSTITUTE ONE TEST. TEST 2 AT 7 DAYS AND 2 AT 28 DAYS. HOLD ONE CYLINDER FOR POSSIBLE TEST UNTIL 90 DAYS, THEN DISPOSE OF TEST NOT REQUESTED. SEND REPORTS TO ARCHITECT AND STRUCTURAL ENGINEER. HOWEVER, AT A MINIMUM, CONCRETE SHALL BE TESTED AS FOLLOWS:
- EVERY 50 yd³ OF DAILY CONCRETE PLACEMENT OF FOOTING (CONTINUOUS) - INCLUDING SPREAD FOOTINGS IF POURED AT THE SAME TIME
- EVERY 5,000 SF (OR PORTION THEREOF) OF CONCRETE SLAB
- EVERY 100 yd³ OF MONOLITHIC SLAB AND FOOTINGS.
12. THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.
13. ALL CONCRETE FORM WORK SHALL BE NEW PLYWOOD HAVING A FINISHED SURFACE AND THICKNESS SUFFICIENT TO PRODUCE STRAIGHT AND TRUE SURFACES. COORDINATE FINISH REQUIREMENTS WITH ARCHITECTURAL. ALL EXPOSED CONCRETE SHALL BE GROUT RUBBED.
14. HORIZONTAL CONSTRUCTION JOINTS ARE PERMITTED ONLY WHERE INDICATED. THE LOCATION OF VERTICAL CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER. AT ALL COLD JOINTS SCARIFY AND APPLY AN EPOXY BONDING AGENT OVER OLDER CONCRETE.
15. SEE MATERIALS IN GENERAL NOTES FOR CONCRETE COMPRESSIVE STRENGTHS.



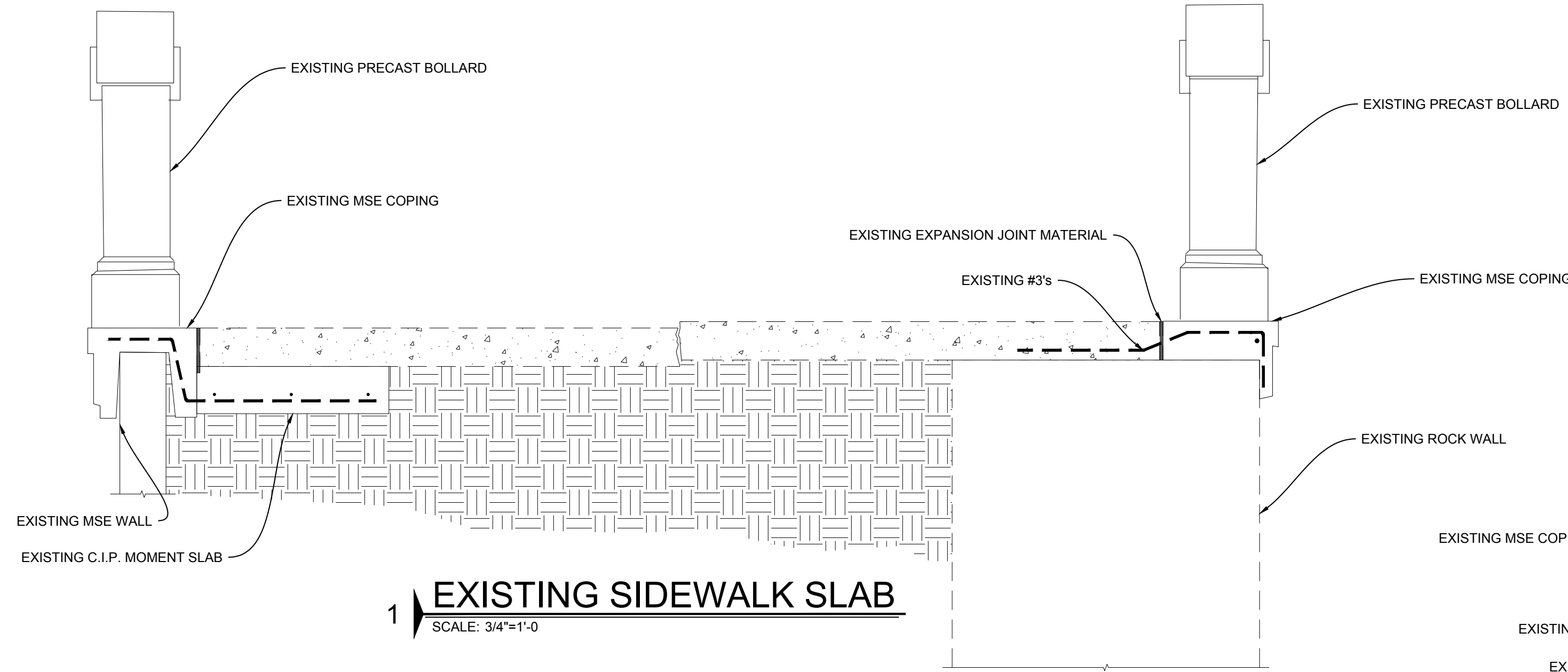
1 SIDEWALK REPLACEMENT PLAN
SCALE: 1/16"=1'-0"



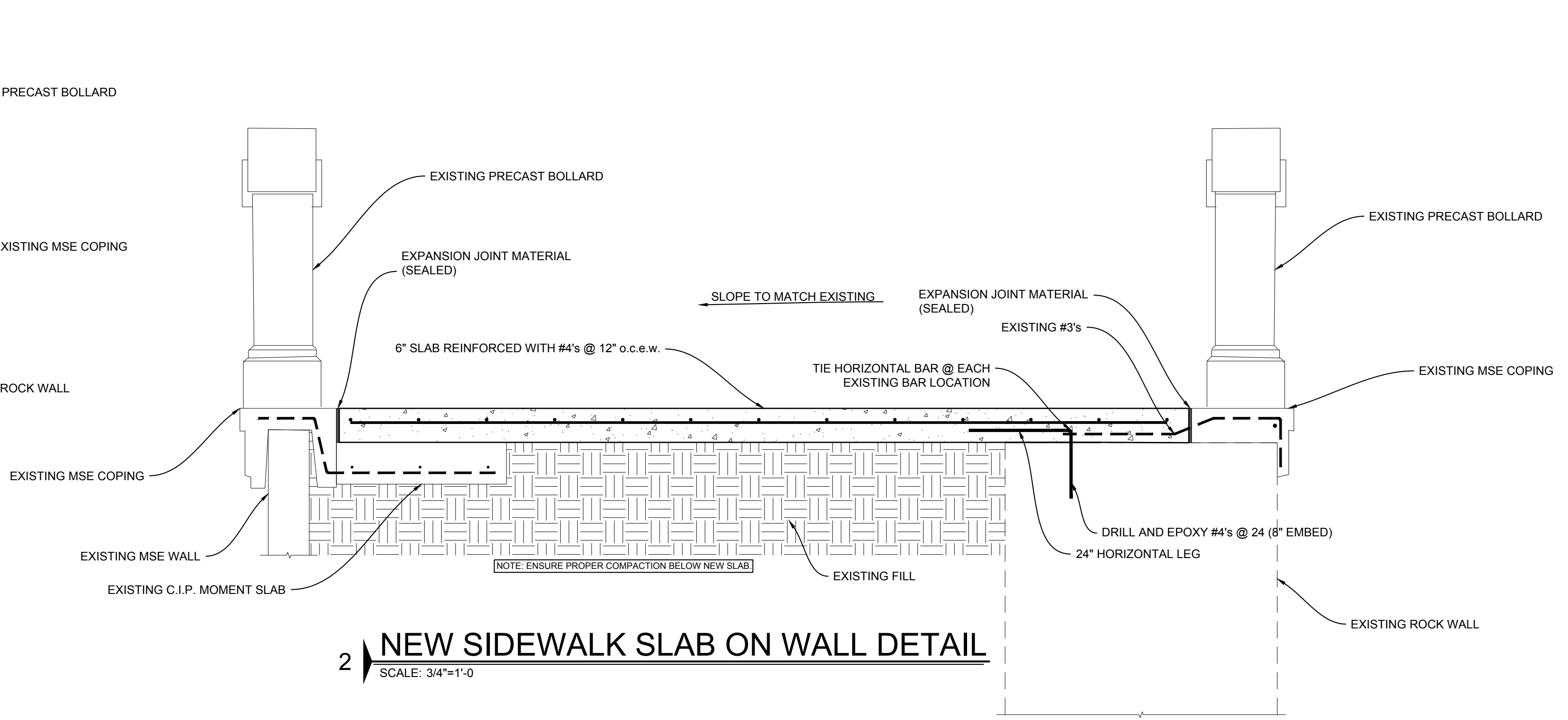
2 NEW SIDEWALK PLAN
SCALE: 1/16"=1'-0"

PROJECT NOTES:

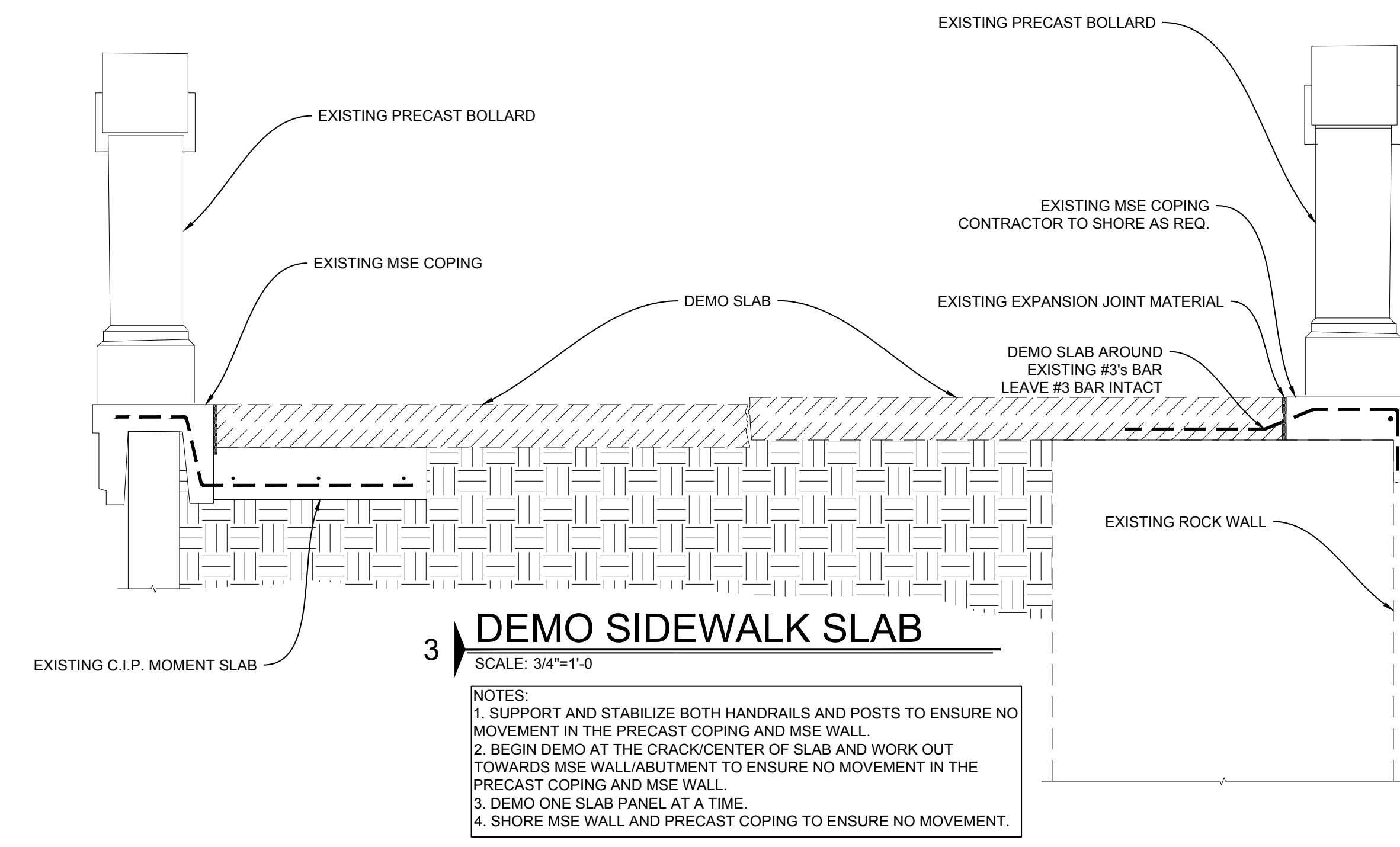
1. THE PURPOSE AND INTENT OF THIS PROJECT IS TO REMOVE AND REPLACE THE EXISTING CRACKED RIVERWALK SLAB. IT IS BELIEVED THE SLAB IS CRACKED DUE TO A PORTION OF THE SLAB SITTING ON TOP OF AN EXISTING ROCK ABUTMENT STRUCTURE FOR AN HISTORIC DAM AND THE OTHER PORTION SITTING ON FILL THAT APPEARS TO HAVE SETTLED AND/OR SHIFTED. THE PROJECT ENTAILS SHORING THE EXISTING MSE WALL AND RAIL, PROPERLY REMOVING AND DISPOSING OF EXISTING CRACKED CONCRETE SLAB SECTIONS, PROPERLY ADDING AND COMPACTING NEW BACKFILL AS REQUIRED TO LEVEL THE SUBGRADE, AND INSTALL NEW REINFORCED CONCRETE SLAB. ONCE THE NEW SLAB IS IN PLACE, SHORING CAN BE REMOVED AND PROJECT SITE CAN BE PROPERLY CLEANED AND RESTORED TO PRE CONSTRUCTION CONDITIONS.
2. SHORE WEST SIDE OF MSE WALL PRIOR TO REMOVAL OF ANY SLAB. PRECAST COPING, RAIL SYSTEM AND POST SHORING/BRACING SHALL BE SUFFICIENT ENOUGH TO KEEP MSE WALL FROM SHIFTING DURING CONSTRUCTION.
3. CONTRACTOR SHALL LIMIT USE OF HEAVY EQUIPMENT FOR REMOVAL AND REPLACEMENT OF SLAB. AS NOT TO DAMAGE EXISTING MSE WALL CONSTRUCTION. ALL ACCESS TO THE SITE SHALL BE RESTORED TO AT OR BETTER THAN PRE CONSTRUCTION CONDITIONS.
4. CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE HIMSELF WITH THE PROJECT AND PROJECT SITE AND DETERMINE THEIR OWN QUANTITIES OF SLAB REMOVAL AND REPLACEMENT. ANY BACKFILL REQUIRED SHALL BE PAID ON A UNIT PRICE BASIS COMPLETE AND IN PLACE.
5. CONTRACTOR SHALL USE THESE PLANS AND THE ORIGINAL MSE WALL PLANS FOR NEW WORK. COMPACTION OF ANY NEW FILL MATERIAL SHALL BE I.A.W. ORIGINAL DRAWINGS. IF EXISTING FILL MATERIAL IS NOT FOUND TO BE IN COMPLIANCE WITH ORIGINAL PLANS, CONTRACTOR SHALL NOTIFY CITY PERSONAL.
6. [Hatched Area Symbol] DENOTES APPROXIMATE AREA OF SLAB THAT NEEDS TO BE REPLACED.
7. [Cross-hatched Area Symbol] DENOTES APPROXIMATE AREA OF SLAB THAT NEEDS TO BE REPLACED THAT SITS ON THE ABUTMENT.
8. EACH CRACKED CONCRETE SLAB PANEL SHALL BE REMOVED AND REPLACED AND THE MSE WALL SHALL BE SHORED UNTIL THE NEW SLAB PANELS ARE CURED.
9. SEE 2/S1.1 FOR SLAB INFORMATION. ALL SLAB JOINT LOCATIONS SHALL MATCH EXISTING JOINT LOCATIONS. ADD E.J. MATERIAL AND MATCH EXISTING SLOPES AND CONFIGURATIONS AS CLOSE AS PRACTICAL.
10. THE PLAN IS BASED OFF A VISUAL INSPECTION OF THE RIVERWALK AND THE EXISTING PLANS DATED 8/11/09 AS WELL AS SHOP DRAWINGS DATED 04/25/11.
11. * DENOTES APPROXIMATE LOCATIONS OF THE BEGINNING AND END OF THE SLABS WITH CRACKS. APPROXIMATELY 160 LINEAR FEET OF DAMAGED CONCRETE.
12. THESE PLANS SHALL BE USED AS A SCHEMATIC ONLY AND MAY NOT REPRESENT THE FULL EXTENTS OF THE SLAB THAT NEEDS TO BE REPAIRED/REPLACED.



1 EXISTING SIDEWALK SLAB
SCALE: 3/4"=1'-0"

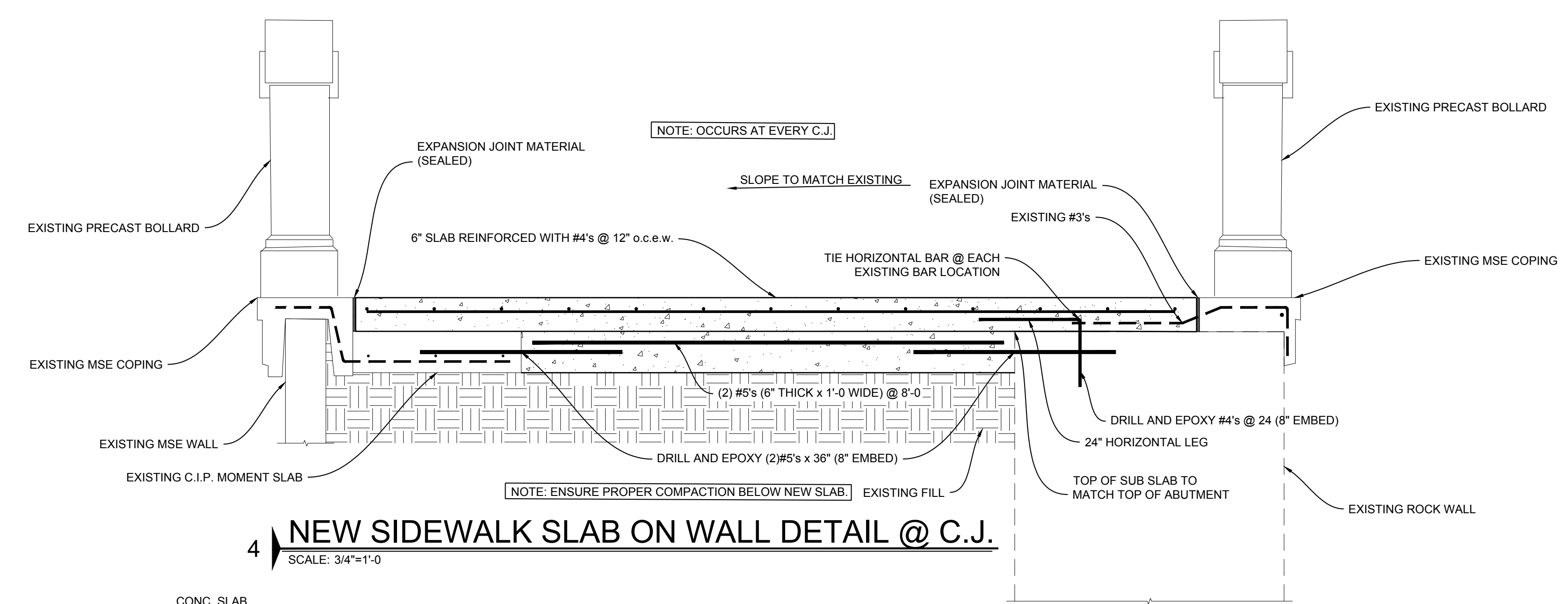


2 NEW SIDEWALK SLAB ON WALL DETAIL
SCALE: 3/4"=1'-0"

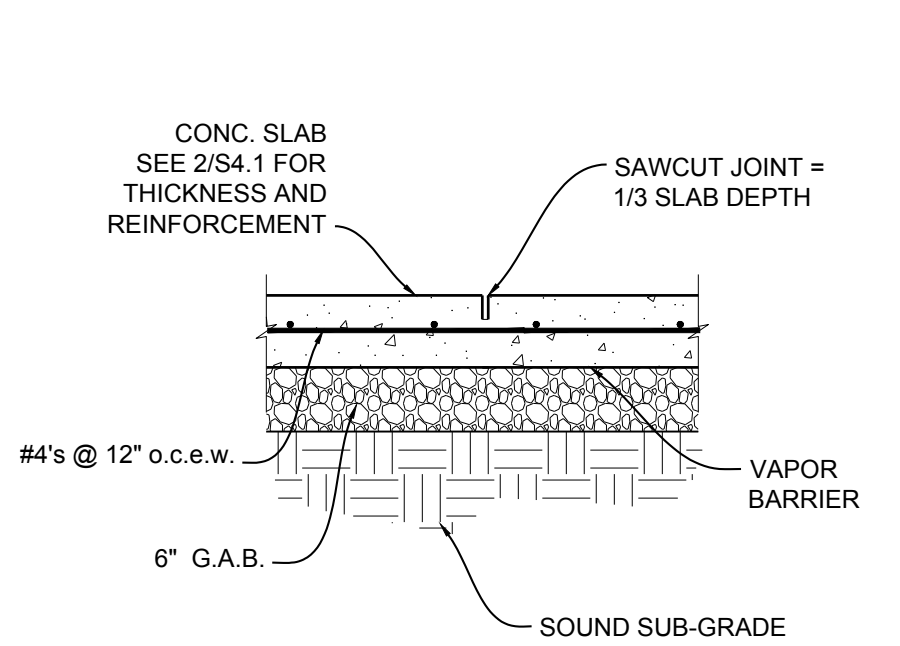


3 DEMO SIDEWALK SLAB
SCALE: 3/4"=1'-0"

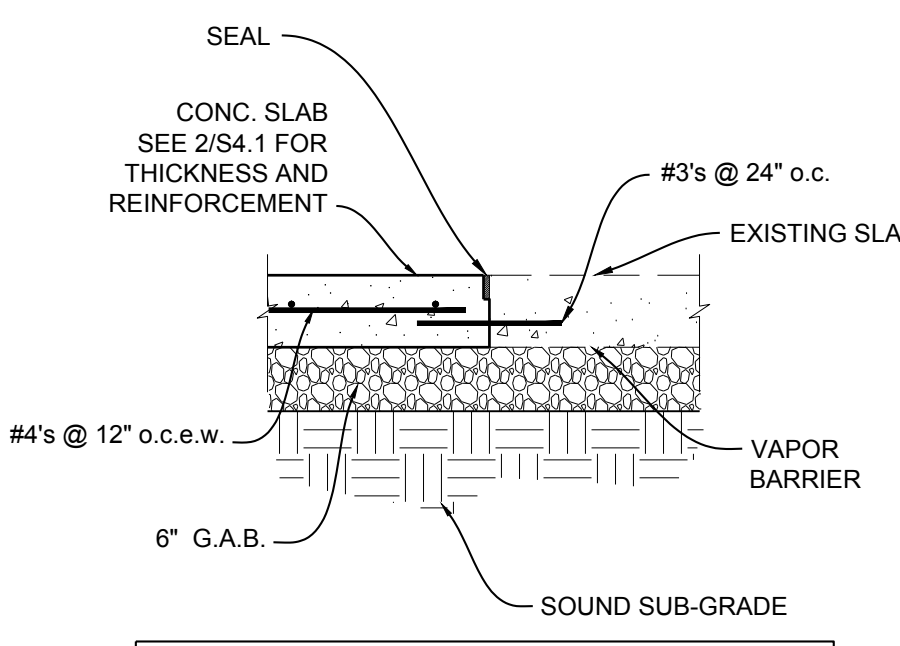
NOTES:
 1. SUPPORT AND STABILIZE BOTH HANDRAILS AND POSTS TO ENSURE NO MOVEMENT IN THE PRECAST COPING AND MSE WALL.
 2. BEGIN DEMO AT THE CRACK/CENTER OF SLAB AND WORK OUT TOWARDS MSE WALL/ABUTMENT TO ENSURE NO MOVEMENT IN THE PRECAST COPING AND MSE WALL.
 3. DEMO ONE SLAB PANEL AT A TIME.
 4. SHORE MSE WALL AND PRECAST COPING TO ENSURE NO MOVEMENT.



4 NEW SIDEWALK SLAB ON WALL DETAIL @ C.J.
SCALE: 3/4"=1'-0"

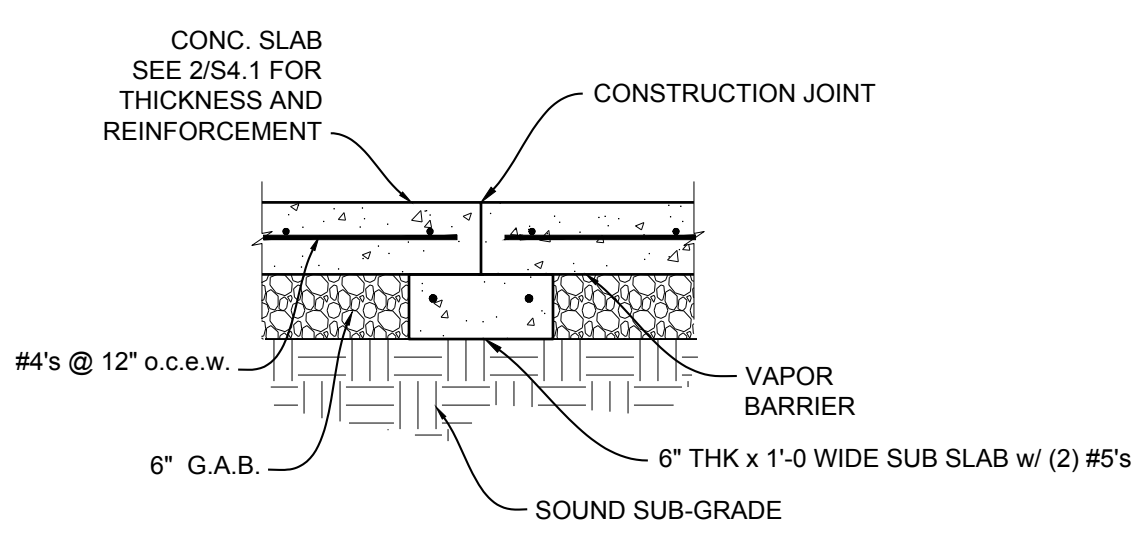


5 TYP. CONTRACTION JOINT
SCALE: 3/4"=1'-0"



6 NEW TO EXISTING SLAB DETAIL
SCALE: 3/4"=1'-0"

NOTE: ACTUAL CONDITIONS MAY VARY ONCE THE SLAB HAS BEEN DEMO.



7 TYP. CONSTRUCTION JOINT
SCALE: 3/4"=1'-0"

Drawings Issued	
Date	Purpose



Sheet Title	
STRUCTURAL DETAILS	
Date	Sheet Number
9-13-2022	S4.1
Job Number	
22-085	