

SECTION 00 7200 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition.

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

1.01 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.

1.02 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including additional sheets when required.
- B. When Architect requires substantiating information, submit data justifying dollar amounts in question.

1.03 MODIFICATION PROCEDURES

- A. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.

1.04 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. Closeout procedures specified in Section 01 7000
 2. Closeout submissions in accordance with Sections 01 3000 and 01 7000.

SECTION 01 2500 - SUBSTITUTION PROCEDURES

1.01 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 2. Agrees to provide the same warranty for the substitution as for the specified product.
 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
- B. Waives claims for additional costs or time extension that may subsequently become apparent.
- C. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.

- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.

No specific form is required. Contractor's Substitution Request documentation must include the following:

- a. Substitution Request Information:
 1. Indication of whether the substitution is for cause or convenience.
 2. Issue date.
 3. Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 4. Description of Substitution.
 5. Reason why the specified item cannot be provided.
 6. Differences between proposed substitution and specified item.
 7. Description of how proposed substitution affects other parts of work.
 8. Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 1. Physical characteristics.
 2. In-service performance.
 3. Expected durability.
 4. Visual effect.
 5. Warranties.
 6. Other salient features and requirements.
 7. Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
 - (c) Certificates, test, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
 8. Impact of Substitution:
 1. Savings to Owner for accepting substitution.
 2. Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- D. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways:
 1. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 2. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.

- D. Substitutions will not be considered under one or more of the following circumstances:
 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.

3.03 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
- C. ACCEPTANCE
Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

1.01 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect through the General Contractor:
 1. Requests for Information (RFI).
 2. Requests for substitution.
 3. Shop drawings, product data, and samples.
 4. Test and inspection reports.
 5. Design data.
 6. Manufacturer's instructions and field reports.
 7. Applications for payment and change order requests.
 8. Progress schedules.
 9. Correction Punch List and Final Correction Punch List for Substantial Completion.
 10. Closeout submittals.

3.01 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at regular intervals, appropriate to the stage of Work.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.02 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.

3.03 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.

3.04 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item:
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. The Architect and the architect's consultants will not accept Requests For Information directly from subcontractors and suppliers.

D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.

- E. In each request, request Contractor's RFI attention to good faith effort to determine from Contract Documents information requiring interpretation.

2. Unacceptable uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals.
 - b. Approval of substitutions.
 - c. Changes that entail change in Contract Time and Contract Sum.
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications.

3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.

4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.

- a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to

2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.03 QUALITY ASSURANCE

A. Testing Agency Qualifications:

1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies noted in the inspection.

3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

1.04 REFERENCES AND STANDARDS

- A. Documents for information: Submit one copy electronically in .pdf format.

- B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

- C. Samples: Submit the number specified in individual specification sections, but not less than 3; one of which will be retained by Architect.

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data, certificates, test reports, inspection reports, manufacturer's instructions, manufacturer's field reports and other types indicated.
 2. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Information: Submit one copy electronically in .pdf format.

- B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

- C. Samples: Submit the number specified in individual specification sections, but not less than 3; one of which will be retained by Architect.

3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Use a separate transmittal for each item.
 2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

- a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned to the Contractor.

- b. Submittals not bearing the Contractor's approval will be returned with no action taken.

- c. Send submittals in electronic format via email to Architect.

- d. Schedule submittals to expedite the Project, and coordinate submission of related items.

- a. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.

- b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.

5. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.

6. Provide space for Contractor and Architect review stamps.

7. When revised for resubmission, identify all changes made since previous submission.

8. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.

9. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portions(s) of the work, and have received prior approval for their use.

10. Submittals not requested will not be recognized or processed.

11. The Architect and the architect's consultants will not accept submittals from subcontractors and suppliers.

12. Architect will return copies of submittals for review to the Contractor by e-mail.

13. Architect will place copies of submittals for information into the project's electronic record.

14. Make submittals that require field verification or field measurements only when progress of the work is complete to the point where verification and measurements can be performed and such information is included on the submittal.

B. Product Data Procedures:

1. Submit only information required by individual specification sections.

2. Collect required information into a single submittal.

3. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.

2. Do not reproduce Contract Documents to create shop drawings.

3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:

1. Transmittal related items together as single package.

2. Transmit each item to allow review for applicability in relation to shop drawings showing installation locations.

E. Transmittal Procedures:

1. Transmit electronic submittals via e-mail. Include in the e-mail identification of the attachments as a submittal for review or for information. Do not include questions, comments, information or attachments pertaining to other than the submittal being sent in any submittal e-mail.

- a. Scans are to be of suitable resolution so as to be legible in all respects, but not less than 200 x 200 DPI.

- b. Information originally in color is to be scanned and submitted in color.

- c. Email to the Architect's designated Project Architect.

2. Transmit samples and other submittals that cannot be converted to electronic format with the Contractor's standard transmittal form.

- a. Deliver to the Architect at architect's business address.

3.09 SUBMITTAL REVIEW

- A. Architect will place copies of submittals for information into the project's electronic record.

- B. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

- C. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

- D. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.

- E. Architect's and consultants' actions on items submitted for review:
 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "NO EXCEPTIONS TAKEN", or language with same legal meaning: Submittal is in compliance with project requirements.
 - b. "EXCEPTIONS NOTED", or language with same legal meaning: Relatively minor changes and corrections are needed.
 2. At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 3. "REVISE & RESUBMIT", or language with same legal meaning: Comments and corrections are so extensive as to require significant changes, and further review, in order to show the submittal is in compliance with project requirements.
 4. Not Authorizing fabrication, delivery, and installation:

- a. "REJECTED": Submittal is not in compliance with project requirements. In the Architect's opinion, the only reasonable course of action is a new submittal.

1. Submit item complying with requirements of Contract Documents.

- F. Architect's and consultants' actions on items submitted for information:
 1. Items for which no action was taken:
 - a. "Received": to notify the Contractor that the submittal has been received for record only.
 - b. Items for which no action was taken:
 - a. "Reviewed": no further action is required from Contractor.

SECTION 01 4000 - QUALITY REQUIREMENTS

1.01 SECTION INCLUDES

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

1.02 SUBMITTALS

- A. Design Data: Submit for project record, for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor's approval, with an explanatory notation.

- C. Quantities specified for Product Data:
 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.03 QUALITY ASSURANCE

A. Testing Agency Qualifications:

1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies noted in the inspection.

3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

1.04 REFERENCES AND STANDARDS

- A. Documents for information: Submit one copy electronically in .pdf format.

- B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

- C. Samples: Submit the number specified in individual specification sections, but not less than 3; one of which will be retained by Architect.

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship. To produce work of specified quality.

- B. Comply with manufacturers' instructions, including each step in sequence.

- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

- E. Have work performed by persons qualified to produce required and specified quality.

- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances except where industry standard tolerances are more restrictive. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.

- B. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests/inspections specified.

- C. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or postpone on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:

1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

2. Cooperate with laboratory personnel and provide access to the Work and to manufacturers' facilities.

3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.

4. Provide testing and inspection agency sufficient notice prior to expected time for operations requiring testing/inspection services.

5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency.

- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

- B. Report observations and site decisions or instructions given to applications or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 CORRECTION

- A. Replace Work or portions of the Work not complying with specified requirements.

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

1.01 TEMPORARY UTILITIES

- A. Provide and pay for electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.

- B. Use trigger-operated non-return water hoses, to avoid waste of water.

1.02 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

- B. Telecommunications services shall include:
 1. Telephone service with a number dedicated for project use and with voice messaging capability.
 2. Internet Connections: Minimum of one: DSL, modem or faster.
 - a. Provide printer/copier/scanner or equivalent to allow for transfer of drawings and information to and from the field.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

- B. Provide barricades and covered walkways for public rights-of-way and to maintain safe public access to and egress from existing building.

- C. Provide protection for plants designated to remain. Replace damaged plants.

- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A. Construction: Commercial grade chain link fence.

- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with lock.

1.06 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

- B. When the project site or portions thereof is to be occupied during construction, provide temporary insulated weather tight closure consistent with the requirements of paragraph A above.

1.07 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

- B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces, unless otherwise indicated on the drawings:
 1. Maximum frame spread rating of 25 in accordance with ASTM E84.

1.08 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.