

SECTION 01100 – GENERAL PROVISIONS1. GENERAL

- A. The following detail Specifications, taken in conjunction with the Drawings and General Provisions describe the work to be performed by the CONTRACTOR. They amplify and explain certain items in connection with the work, but do not alter the scope of same as described in the General Conditions of the Specifications and Contract form.
- B. All materials used in the work, which are not described specifically, shall be of the best quality that it is customary to employ in construction of the character involved. The following details are not necessarily complete in the description of all items entering into the work, but are intended to furnish a basis of acceptance of the more important items. Other details shall be consistent with them.
- C. Any detail which may be incomplete or lacking in the plans and specifications shall not constitute claim for extra compensation. Such detail shall be supplied by the CONTRACTOR and submitted to the ENGINEER in advance of its requirement on the job. The true intent of the plans and specifications is to produce a complete working facility and incomplete detail will not abrogate this intent.
- D. It is the intent to follow the Drawings and Specifications closely in all details, elevations, dimensions, etc., but it is understood that alterations may be required to conform to local conditions and that such alternations must be of the same character of construction as that specified. Workmanship shall be of the best quality in each class of work.
- E. Current (latest) editions of all codes specified shall apply unless an exception has been noted on construction drawings.
- F. Permits and Fees: CONTRACTOR shall obtain all necessary permits, licenses, meters, and inspections required for his work and pay all fees and charges required for execution of this contract. Provide certificates of approval to ENGINEER and OWNER.
- G. Verification of Owner's Data: Prior to commencing any excavation or removal of existing work, the CONTRACTOR shall satisfy himself as to the accuracy of all data indicated on the Drawings and/or provided by the OWNER. Should the CONTRACTOR discover any inaccuracies, errors, or omissions in the data, he shall immediately notify the ENGINEER. Commencement by the CONTRACTOR of any removal of existing work, excavation or upgrading shall be held as an acceptance of the data by him after which time the CONTRACTOR has no claim against the OWNER resulting from alleged errors, omissions or inaccuracies of the said data.

- H. Delivery and Storage of Materials: Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and accidental damage. Any damage to material shall be the responsibility of the CONTRACTOR to coordinate with the supplier for replacement and/or repair.
- I. Extent of work is indicated in the Drawings, Schedules, and Specifications. Singular references shall not be construed as requiring only one device if multiple devices are shown on the Drawings or are required for proper system operation.
- J. **This project is being performed at a working facility and as such the CONTRACTOR shall coordinate his activities with the facility operations so as not to interfere with them.**
- K. Definitions:
- 1) Provide: Furnish, install, and test, complete and ready for intended use.
 - 2) Furnish: Supply and deliver to project site, ready for subsequent requirements.
 - 3) Install: Operations at project site, including providing, unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.
 - 4) Approved: Approved and accepted for construction by the ENGINEER. Any exceptions shall be noted in writing.
 - 5) Approved Equal: Approved as equivalent in quality and workmanship and will perform satisfactorily according to their intended purpose. The ENGINEER shall approve in writing all such substitutions in materials or equipment.
- L. Requests for Substitution:
- 1) Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular product or material specified. Other systems, products, equipment or materials may be accepted only if in the opinion of the ENGINEER, they are equivalent in quality and workmanship and will perform satisfactorily according to their intended purpose. The ENGINEER shall approve all such substitutions in materials or equipment in writing.

- 2) In making requests for substitutions, the CONTRACTOR shall list the particular product, equipment or material he wishes to substitute and at bid time the CONTRACTOR shall state the amount he will add or deduct from his base bid if the substitution is approved by the ENGINEER. If the CONTRACTOR allows no deduction or addition to the base bid for such substitution, it shall be so stated on the request.
 - 3) Requests by CONTRACTOR for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.
 - (a) Required product cannot be supplied in time for compliance with Contract time requirements.
 - (b) Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by CONTRACTOR.
 - (c) Substantial cost advantage is offered OWNER after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation and other necessary services and similar considerations.
 - 4) All requests for substitution shall contain a "Comparison Schedule" and clearly and specifically indicate any and all differences or omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include but shall not be limited to data as follows for both the specified and substituted products:
 - (a) Principle of operation.
 - (b) Materials of construction or finishes.
 - (c) Thickness of materials.
 - (d) Weight of item.
 - (e) Deleted features or items.
 - (f) Added features or items.
 - (g) Changes in other work caused by the substitution.
 - (h) Performance and rating data.
 - 5) If the approved substitution contains differences or omissions not specifically called to the attention of the ENGINEER, the OWNER reserves the right to require equal or similar features to be added to the substituted products at the CONTRACTOR's expense.
- M. Prior Approval: Where the terms "approved equal" is used in the Drawings or the Specifications, submit all requests for ENGINEER's written approval of the

alternate manufacturer's products. Approval will be in the form of an Addendum to the Specifications and Drawings. Clearly indicate all differences between the specified and proposed product following the guidelines for substitution herein. This requirement may be waived if, by the opinion of the ENGINEER, it is for the best interest of the OWNER.

END OF SECTION