

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

HD SUPPLY  
North Phoenix Branch  
2140 W. Williams Drive  
Phoenix, Arizona

2. Owner:

HUGHES SUPPLY INC.  
576 N.E. 23rd Ave.  
Gainesville, FL 32609

B. Contract Documents, dated Nov. 2006, were prepared by:

ARCHITECTURE PLUS, LLC  
402 E. Fulton St.  
Garden City, KS 67846  
(620) 276-2872  
and  
AEC design building concepts  
29756 Desert Willow Blvd.  
Queen Creek, AZ 85243

C. The Work consists of:

- 1. Construction of a new Office/Warehouse and other related work as per the Contract Documents.
D. Project Delivery Method: The Owner is soliciting a Design/Built proposal, w/ the following provisions:
1. General Conditions of the Contract for Construction, AIA Document A201-1997 shall constitute a part and portion of the Contract and shall be incorporated herein by reference.
2. Upon awarding of a Contract, the Builder will provide the Owner appropriate performance bonds, labor and materials payment bonds and proof of insurance as required by statute.
3. The Owner reserves the right to accept any bid which in the opinion of the Owner is correct bid or reject any or all bids.
4. The Owner reserves the right to waive informalities. The Owner reserves the right to correct all best interests of the Owner may require.

1.2 WORK RESTRICTIONS

A. Builders Use of Premises: During construction, Builder shall have use of facilities as indicated. Builders use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project.

B. Smoking or open fires will not be permitted within the building enclosure or on the premises.

1.3 CODES

A. This project will meet the requirements of the following codes:

- 1. 2003 International Building Code with Phoenix Amendments
2. 2003 International Mechanical Code with Phoenix Amendments
3. Arizona State Plumbing Code with 2003 Supplements
4. 2005 National Electric Code/NFPA 70 with Phoenix Amendments
5. 2003 International Fire Code with Phoenix Amendments
6. Phoenix Building Construction Code - Administrative Provisions
7. 1991 Americans with Disabilities Act

1.4 QUESTIONS - REQUEST FOR SUBSTITUTIONS

A. Answers, interpretations and/or approval of substitutions will be made by duly issued addendum, and a copy of all such addenda will be delivered to each person receiving a set of Contract Documents.

B. The Owner reserves the right not to be held responsible for any statements, interpretations, opinions, comments, answers or approvals.

C. Requests for substitutions shall be in writing (in duplicate, with space for Owner's signature) and shall include complete information on the substitute items.

D. Bidders are cautioned not to base bids or prices of substitute items without first receiving approval for such substitutions from the Owner.

1.5 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

A. Each bidder, sub-bidder, supplier and other interested persons shall examine all Drawings, the entire and complete Specifications, addenda (if any) and other related Contract Documents and shall become well and fully informed as to the materials, equipment and the character of the Work required and the relations of all the particular parts of the Work.

B. Each bidder shall visit the site of the Work and thoroughly inform himself relative to construction hazards and procedures, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the Work and the cost thereof, including arrangement and conditions of existing structures or other work which are affected by the proposed Work, the availability and cost of labor, and facilities for transportation, handling and storage of materials and/or equipment.

C. There will be no subsequent financial adjustment, to any contract awarded thereunder, which is based on the lack of such prior information, misunderstanding of materials and/or equipment to be furnished, Work to be done, site restrictions and/or hazards or any other similar categorical items and their effect on the cost of the Work.

D. It must be mutually understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted and carries with it an agreement to this end.

1.6 PROGRESS PAYMENTS

A. In connection with Article 9 of the General Conditions, the Owner shall make payments on account of the Contract as follows: On or about the twenty-fifth day of each month, the Contractor shall submit to the

B. Architect an itemized Application for Payment (on AIA Documents G702 and G703) and supporting by data substantiating the Builder's right to payment as the Owner or the Architect may require.

C. Monthly payments shall be based on ninety percent (90%) of the value of the Work completed and on ninety percent (90%) of the value of materials and equipment delivered and suitably stored at the project site, or elsewhere as approved by the Owner and the Architect, less aggregate of previous payments.

1.7 SALES TAX

A. State Sales Tax is required for this project.

1.8 SUPPLEMENTARY GENERAL CONDITIONS

A. Where the Supplementary General Conditions differ from, or are at odds with the General Conditions of the Contract, then the Supplementary General Conditions shall take precedence.

B. Add to, change and/or delete the following paragraphs to the General Conditions:

1. ARTICLE 11 - INSURANCE, add the following to Article 11.2 of the General Conditions: "Comprehensive General Liability, including products and completed operations and protective liability, with \$1,000,000.00 combined single limits for bodily injury and property damage, plus a \$1,000,000.00 umbrella policy. Comprehensive Automobile Liability (Owner, Non-owned and Hired Vehicles), Bodily Injury and Property Damage combined single limit per each occurrence of not less than \$1,000,000.00". Said insurance shall be issued by an insurance company licensed in the state of Arizona.

11.1.4 "Builder shall NOT commence Work under this contract until he has obtained the insurance required hereunder and such insurance has been approved by the Owner. Approval of the insurance by the Owner shall not relieve the liability of the Contractor hereunder. The cost of all such insurance shall be the Builder's."

3. ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND, change Article 11.5.1 of the General Conditions to read as follows: "The Builder shall furnish the Owner with: Contractor Performance Bond: A surety bond legally issued by a bonding company licensed in the state of Kansas, meeting the approval of, and running to the Owner in an amount equal to 100% of the Contract Price, conditioned upon the prompt, full and complete performance by the Builder and his agreement contained in the Contract Documents and indemnifying the Owner against all claims, loss or damages which he may sustain or suffer by reason of any breach of said contract and/or by reason or any injury to person or property occasioned by the action of the Builder or his employees, and to guarantee to Contractor's performance under Article 9.3.3 and 12.2.2 of the General Conditions". Said bonds shall be accompanied by a properly executed Power of Attorney. The Builder shall submit directly to the Architect said bonds and power of Attorney. The Builder shall include the cost of said bonds in his bid.

END OF SECTION 01100

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

A. The following Allowances are included in the Contract Sum:

1. See ADDENDA for any Allowances considered.

B. Advise the Architect of the date when selection and purchase of each product or system described by an Allowance must be completed to avoid delaying the Work.

C. Submit invoices to show cost of products furnished under each Allowance. Reconciliation of Allowance amounts with actual costs will be by Change Order.

1.2 ALTERNATES

A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to Contract Sum.

B. Indicate on the Bid Form amounts to be deducted from or added to Contract Sum for the following alternates:

1. See ADDENDA for any Alternates considered.

1.3 UNIT PRICES

A. Unit prices are an amount proposed by bidders and stated on the Bid Form for certain work that is paid for per unit of measure. Bidders shall indicate on the Bid Form unit prices for the following items of Work:

1. See ADDENDA for any Unit Prices considered.

1.4 CONTRACT MODIFICATION PROCEDURES

A. On Owner's approval of a proposal from Contractor, Architect will issue a Change Order on AIA Document G701, for all changes to Contract Sum or Contract Time.

B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive on AIA Document G714, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.5 PAYMENT PROCEDURES

A. Submit a Schedule of Values at least 10 days before the first Application for Payment. In Schedule of Values, break down Contract Sum into at least one item for each Specification Section. Correlate the Schedule of Values with Contractors Construction Schedule.

B. Submit 3 copies of each application for payment on AIA Document G702/703, according to the schedule established in Owner/Contractor Agreement.

1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial release of liens from each subcontractor or supplier for whom amounts were requested in the previous Application for Payment.

2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.

1.2 CONSTRUCTION SCHEDULE

A. Prepare a horizontal bar chart construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.

1. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.

2. Schedule Distribution: Distribute copies to Owner, subcontractors, and parties required to comply with dates.

3. Updating: Revise the schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, subcontractors, and parties required to comply with dates.

1.3 SUBMITTAL PROCEDURES

A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.

B. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.

C. Prepare submittals by placing a permanent label on each for identification. Provide a 4- by 6-inch (100- by 125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:

1. Project name.

2. Date.

3. Name and address of Contractor.

4. Name and address of subcontractor or supplier.

5. Number and title of appropriate Specification Section.

6. Contractor's certification that materials comply with specified requirements.

C. Coordinate each submittal with other submittals and with work that does not require submittals.

D. Product Data: Mark each product copy to show applicable choices and options. Include the following:

1. Data indicating compliance with specified standards and requirements.

2. Notation of coordination requirements.

3. For equipment data, include rated capacities, dimensions, weights, required clearances, and full-rished specialties and accessories.

E. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Submit 6 (minimum, as the Architect will retain 2 copies for his files) blue- or black-line prints on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (762 by 1067 mm). Include the following:

1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.

2. Identification of products and materials.

3. Notation of coordination requirements.

4. Notation of dimensions established by field measurement.

5. Identification of deviations from Contract Documents.

F. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Quality-control services include inspections, tests, and related actions including reports. Quality-control services are further specified in other Sections of these Specifications and shall be performed by independent testing agencies provided by Contractor (approved by the Owner), as specified.

B. Contractor is responsible for scheduling inspections and tests.

C. Retesting: Contractor shall pay for retesting where results of inspections and tests prove unsatisfactory and indicate non-compliance with requirements.

D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify agency in advance of operations requiring tests or inspections, to permit assignment of personnel. Auxiliary services include the following:

1. Access to the Work.

2. Incidental labor and facilities to assist inspections and tests.

3. Adequate quantities of materials that require testing, and assisting in taking samples.

4. Facilities for storage and curing of test samples.

5. Security and protection of samples and test equipment.

6. Duties of Testing Agency: Testing agency shall cooperate with Architect and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.

1. Agency shall promptly notify Architect and Contractor of irregularities or deficiencies observed in the Work during performance of its services.

2. Agency shall not increase, revoke, alter, or enlarge requirements of the Contract Documents or ap-prove or accept any portion of the Work.

3. Agency shall not perform duties of Contractor.

F. Submittals: Testing agency shall submit a certified written report of each inspection and test to the following:

1. Owner.

2. Architect.

3. Contractor.

4. Authorities having jurisdiction, when authorities so direct.

H. Report Data: Reports of each inspection, test, or sampling service shall include at least the following:

1. Name, address, and telephone number of testing agency.

2. Project title and testing agency's project number.

3. Designation (number) and date of report.

4. Dates and locations where samples were taken or inspections and field tests made.

5. Names of individuals taking the sample or making the inspection or test.

6. Designation of the product and test method.

7. Complete inspection or test data including an interpretation of test results.

8. Ambient conditions at the time of sample taking and testing.

9. Comments or professional opinion on whether inspected or tested Work complies with requirements.

10. Recommendations on retesting or reinspection.

11. Name and signature of laboratory inspector.

H. Testing Agency Qualifications: Engage inspection and testing agencies that are prequalified as complying with the American Concrete Institute's "Independent Laboratories' Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.

1. Each testing agency shall be authorized by authorities having jurisdiction to operate in the state where Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01400

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Standards: Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition"; and NECA Electrical Design Library's "Temporary Electrical Facilities."

B. Electrical Services: Comply with NFPA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

C. Remove temporary facilities and controls before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

A. Provide temporary utility services to existing facilities during interruption of permanent utilities. A-range for and coordinate utility services with local utility companies.

1. Contractor shall also pay any charges for temporary utilities.

3.2 CONSTRUCTION FACILITIES

A. Provide facilities to minimize long-term storage and to prevent overflowing construction spaces.

1. Temporary facilities located within the construction area or within 30 feet (9 m) of building line shall be of noncombustible construction.

B. Collect waste daily and, when containers are full, legally dispose of waste off-site.

C. Handle explosives, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulations.

3.3 TEMPORARY CONTROLS

A. Provide temporary fire protection until permanent systems supply fire-protection needs.

1. Provide adequate numbers and types of fire extinguishers.

2. Store combustible materials in fire-safe containers in fire-safe locations.

3. Prohibit smoking.

4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

B. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards.

C. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, dust control, noise control, and pollution control.

END OF SECTION 01500

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.

B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including that:

1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.

2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.

3. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.

4. Store heavy items in a manner that will not endanger supporting construction.

5. Store products subject to damage on platforms or pallets, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.

C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract.

1. Submit three copies of each request for product substitution. Identify product to be replaced and provide complete documentation showing compliance with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.

2. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or Submittals.

3. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.

1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the finished use and effect.

B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or cut in the exterior.

C. Select products as follows:

1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted. On the label or beside title block to record review and approval markings and action taken. Include the following information on the label:

2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.

3. Where products or manufacturers are specified by name, accompanied by the term "or equivalent," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.

4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.

5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.

6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.

D. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSURE SUBMITTALS

A. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.

B. Record Submittals: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, and along the entire outside perimeter, from grade to bottom of footing. Avoid soil washout around footings.

2. Concrete floor slabs on grade: Under ground-supported slab construction, including footings, building slabs and attached slabs as an overall treatment. Treat soil materials before concrete footings and slabs are placed.

D. Avoid disturbance of treated soil after application. Keep off treated areas until completely dry.

E. Post warning signs to indicate areas of application.

F. Prepare soil for termite-treatment solution to areas disturbed by subsequent excavation or other construction activities following application.

END OF SECTION 02361

SECTION 03000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Scope: This section covers the furnishing of all labor, equipment and material to complete the Cast-in-Place Concrete as shown on the drawings and specified herein.

B. The general provisions of the contract, including General and Supplementary Conditions and Division 1-General Requirements, apply to the Work specified in this section.

C. Submittals: Concrete Mix Designs, Curing Compounds, and Steel Reinforcement Shop Drawings.

D. Comply with ASTM C 94, ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."

E. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1017 and ASTM E 539 to conduct the testing indicated, as documented according to ASTM E 548. Work included:

1. All building footings and foundations.

2. All concrete floor slabs.

3. Steel anchor bolts, bearing plates and steel angles inset in concrete.

4. Provide and maintain sump pumps as necessary to keep excavated area dry for concrete work.