

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contractor use of site and premises.
- B. Owner occupancy.
- C. Disposal of materials.
- D. Wage rates
- E. Unit prices.
- F. Time Schedule and Liquidated Damages
- G. Special Conventions

1.02 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow owner's daily business operations.
 - 1. The Owner will occupy a significant portion of the building to host advisement and registration activities for new students from **June 9 to June 30, 2015**. The Contractor shall not be permitted to work in the area where these student activities are being held. Refer to the floor plan diagrams at the end of this section for the areas which the activities will be held.
 - a. The Contractor shall coordinate with the Owner on all planned activities throughout the entire twenty two (22) day period.
- B. Construction Operations: Limited to areas noted on Drawings.
- C. Time Restrictions for Performing Exterior Work: 7:00 A.M. to 5:30 P.M. Monday thru Saturday. 1:00 P.M. to 5:30 P.M. on Sunday.

1.03 OWNER OCCUPANCY

- A. The Owner will occupy the premises during construction for normal business operations. Owner will vacate part or all of individual administrative offices to accommodate The Work consistent with the schedules referenced in Article 1.02, Paragraph A and Contractor will perform The Work consistent with those schedules. Contractor will minimize activity in common corridors to facilitate Owner's continued occupancy and use of the remainder of the building.
- B. The Owner may contract for work independent of the specified scope of work. The Contractor shall cooperate and coordinate with the Owner and other Contractors.
- C. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- D. Schedule the Work to accommodate this requirement.
- E. At no time will use of tobacco or alcohol be permitted on site. In addition, no "statement" clothing will be permitted to be worn on site. If the Owner or Architect discovers the Contractor, employee of Contractor or subcontractor in violation of these items, immediate expulsion from job site will be enforced. All employees of the Contractor and subcontractors will adhere at all time to University non-discrimination and non-harassment policies and Contractor will ensure that all workers avoid any inappropriate disturbance of University employees or students.

F. No firearms will be permitted on site.

1.04 DISPOSAL OF MATERIALS

A. The contractor shall be responsible for the removal and disposal of materials in accordance with governing codes at no additional cost to the Owner.

1.05 WAGE RATES

A. Wage Rates shall be applicable to this work in accordance with Section 00400.

1.06 BUILDING PERMIT - NOT REQUIRED

A. This project does not require a Building Permit because the facility is owned by the State of West Virginia.

1.07 HAZARDOUS MATERIALS

A. Hazardous materials (caulking) have been identified at six (6) window locations at the north edge of the building. The Owner will abate the hazardous materials under a separate contract prior to May 11, 2015.

B. If discovered during the course of construction, the Contractor shall immediately notify the Owner's Project Manager and Architect.

1.08 TIME SCHEDULE, OWNER'S USE OF BUILDING AND LIQUIDATED DAMAGES

A. The project Contract time is anticipated to begin with a Notice to Proceed on or before February 20, 2015. Upon Notice to Proceed and prior to May 11, 2015, Contractor may be on site by appointment only and no demolition or construction or other disruptive activity, nor any staging, will occur on site. This period is exclusively for ordering / purchasing materials for the project.

On premises activity for The Work may begin on May 11, 2015. Substantial Completion Date is August 7, 2015. The Contract definition of Substantial Completion is supplemented to include: In addition to all other criteria for Substantial Completion provided for in the Contract, Substantial Completion shall include Work sufficiently completed to permit complete and uninterrupted re-occupancy by Owner of all administrative offices. Final Completion shall be no later than August 14, 2015.

B. If work on the project is not completed within the construction period, liquidated damages will be assessed at the rate of two thousand (\$2,000.00) dollars per calendar day for the first five (5) days and three thousand (\$3,000.00) dollars per calendar day for every day thereafter.

1.09 CONTRACTOR STAGING & PARKING

A. The Contractor shall be permitted to stage his operations in reasonably adjoining areas, as designated in Article 1.02 of this Section.

B. The Contractor shall be permitted to park in Lot A of the Campus, at no cost.

1.10 SPECIAL CONVENTIONS

A. Due to the lead time associated with the windows, the specified Basis of Design window manufacturer is completing the window shop drawings concurrently with the bid period.

B. The awarded Contractor shall have their named window installation subcontractor present at the pre construction meeting. The window manufacturer will deliver complete window shop drawings to the awarded Contractor at the pre construction meeting.

- C. The Contractor shall complete all required window submittal field measurements within one (1) week of the pre construction meeting and return the window submittal to the Architect to start the window manufacturing process.
- D. Pending receipt of the completed window submittal within the requirements above, the windows are anticipated to be delivered to the site the week of June 1, 2015.
- E. Windows that are removed, must be installed and weather tight within the same day.
- F. The Owner will move furniture and equipment away from the areas in which work is to be performed.
- G. The Owner may elect to replace the roof system under a separate contract. The Contractor shall provide protection of the roof system as required to maintain the warranty.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION