

SECTION 01 21 00 - ALLOWANCE PROCEDURES

OMIT THIS SECTION IF ALLOWANCES ARE NOT INCLUDED IN THE CONTRACT. IF ALLOWANCES ARE INCLUDED IN THE PROJECT, THE BID PROPOSAL FORM MUST INDICATE THESE AMOUNTS.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Allowances indicated in the Bid Proposal Form to be included in Contract Amount.
 - 1. Selected materials and equipment, and in some cases, their installation, are shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by change order.
 - 2. Allowances may be used in lieu of metering for temporary construction site utility services or to reimburse project related work performed by University forces, for example, keying.

1.3 RELATED SECTIONS

- A. Section 01 51 00 - Temporary Utilities: Coordination with Allowance for temporary power.
- B. Refer to product Specifications Sections identified in Allowance description.

1.4 GENERAL REQUIREMENTS FOR ALLOWANCES

- A. Contractor shall submit cost data and other descriptive data to establish basis used by Contractor for determining costs in Contract Amount attributable to each Allowance.
- B. Any amount not fully consumed shall be adjusted by change order.
 - 1. The Contractor will be credited for his actual cost of labor, materials, and other actual costs WITHOUT mark-up.
 - 2. Any unused allowances shall be returned to the Trustees using a credit change order for the full amount of the value unused plus six (6) percent.
 - 3. Should the Contractor's actual costs exceed the specified allowance, the Contractor's Contract Amount will be adjusted by change order in accordance with Contract General Conditions, Article 6.00.

1.5 ALLOWANCE COSTS FOR CONTRACTOR-PROVIDED PRODUCTS

DELETE THIS ARTICLE IF NOT APPLICABLE

- A. Contractor-Provided Products: Amount for each Allowance, for procurement of products

to be selected by University's Representative or Architect after execution of the Agreement, shall include:

1. Net cost of product(s) to Contractor. Trade discounts and rebates shall be included.
 2. Delivery to site.
 3. Labor, equipment and related consumable products required for application, installation and finishing of product when Allowance is indicated to include costs for incorporation into completed construction.
 4. Applicable taxes, permits and fees.
- B. Costs Included in Contract Amount: In addition to amount identified for each Allowance, include in Contract Amount all costs for:
1. Handling and storage at site, including unloading, uncrating, and protective measures.
 2. Protection from weather, soiling and physical damage.
 3. Labor, equipment and related consumable products necessary for application, installation or finishing, except when Allowance is indicated to include costs for incorporation into completed construction.
 4. Contractor's and all subcontractor's field and home office overhead expenses, bonds, insurance and profit.
 5. All other costs attributable to incorporation of Allowance into completed construction, such as design fees and reworking of adjoining construction.

1.6 ALLOWANCE COSTS FOR EXECUTION

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- A. Owner-Furnished/Contractor-Installed (OFICI) Products: Amount for each Allowance, for application, installation and finishing of products provided by University (Owner-Furnished/ Contractor-Installed products), shall include:
1. Delivery to site, unless specifically noted otherwise.
 2. Applicable taxes, permits and fees.
 3. Handling and storage at site, including unloading, uncrating, and protective measures.
 4. Protection from weather, soiling and physical damage.
 5. Labor, equipment and related consumable products required for application, installation and finishing of product when Allowance is indicated to include costs for incorporation into completed construction.
 6. Contractor's and all subcontractor's field and home office overhead expenses, bonds, insurance and profit.
 7. All other costs attributable to incorporation of Allowance into completed construction, such as design fees and reworking of adjoining construction.

PART 2 - PRODUCTS

2.1 LUMP SUM ALLOWANCES

- A. Allowance No. 1 - Temporary Power: Allow sum of [_AMOUNT_WORDS_] (\$[##.##] for charges for serving utility for temporary power consumed during construction. Utility shall be metered by the University.
- B. Allowance No. 2 – Construction Water - Allow sum of [_AMOUNT_WORDS_] (\$[##.##] for

charges for serving utility for water consumed during construction. Utility shall be metered by the University.

PART 3 - EXECUTION

3.1 SELECTION OF PRODUCTS

- A. University's Representative and Architect will:
 - 1. Consult with Contractor for considerations to be given in selection of products, suppliers and qualified installers.
 - 2. Make selection in consultation with University staff. Obtain written direction by University's Representative designating:
 - a. Product, color, design and finish.
 - b. Accessories and attachments.
 - c. Suppliers and qualified installers, as applicable.
 - d. Allowance amount to be included in Contract Amount.
 - e. Construction Contract warranty and manufacturer's guarantee provisions.

- B. Contractor shall:
 - 1. Assist University's Representative and Architect in determining qualified suppliers or installers.
 - 2. Obtain proposals from suppliers and installers when directed by University's Representative.
 - 3. Make cost and constructability recommendations to University's Representative and Architect for consideration in product, supplier and qualified installer selections.
 - 4. Notify University's Representative and Architect promptly of:
 - a. Reasonable objections Contractor may have against any supplier or party under consideration for installation.
 - b. Effects on Construction Schedule anticipated by selections under consideration.

3.2 CONTRACTOR'S RESPONSIBILITIES

- A. Upon notification of selection, Contractor shall execute purchase agreement with designated supplier and enter into contract with designated qualified installer, as applicable. Should a purchase agreement already exist between University and supplier, Contractor shall assume the purchase agreement for the University.

- B. Contractor shall make all arrangements for and submit shop drawings, product data and samples as required.

- C. Contractor shall make all arrangements for pick-up, delivery, handling and storage of products.

- D. Upon delivery, Contractor shall promptly inspect products for damage or defects. Should damage or defects be found, Contractor shall effect return, replacement or repair of products, as appropriate, and process claims for transportation damage.

- E. Contractor shall apply, install and finish products in compliance with requirements of applicable Sections of Specifications.

3.3 ADJUSTMENT COSTS

- A. Should the net cost of the Allowance be more or less than the amount included in the Contract Amount, the Contract Amount shall be adjusted in accordance with provisions of the Contract General Conditions and a Change Order shall be executed.
- B. Adjustment shall be made only for:
 - 1. Increase or decrease in handling costs at site, labor, installation costs, overhead, profit, and other expenses resulting from final selection under Allowance.
 - 2. Increase or decrease in product cost resulting from final selection under Allowance.
 - 3. Increase or decrease in product cost from data provided by University's Representative or Architect and used to determine Allowance product cost.
 - 4. Increase or decrease in product, application, installation and finishing costs resulting from change in quantity stated in Allowance.
- C. Contractor shall submit claim and supporting documentation for cost increase or decrease within ten (10) days of execution of Construction Change Directive. Failure to submit documentation within designated time shall constitute a waiver of claims for additional costs.

END OF SECTION