

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are 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 direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
  - 2. Certain unforeseen items may arise during the construction and/or the requirements for items that could not be accurately detailed in advance may become apparent during the construction, which will require work to be added to one or more Prime Contract's Scope(s). Actual work, if and where necessary, shall be defined at a later date when additional information is available for evaluation.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
- C. Related Requirements:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders and Allowance Use Authorizations.
  - 2. Division 01 Section "Payment Procedures" for procedures governing the Schedule of Values for Allowances.

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date, advise Architect of the date when final selection and purchase of each product or system described by an Allowance Use must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each Allowance Use for use in making final selections. Include recommendations that are relevant to performing the Work.

- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in Allowance Uses, in the form specified for Change Orders.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for Allowance Use items with other portions of the Work.

#### 1.6 COORDINATION

- A. Coordinate Allowance Use items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Field Orders/Directives from the Architect and/or Construction Manager that indicate amounts to be charged to the allowance. Overhead, profit, and Bond Premium are not an allowable cost for work completed under the allowance.
- B. Prime Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Field Orders authorizing use of funds from the contingency allowance shall include all Prime Contract related costs other than overhead, profit, and corresponding bond premium adjustment. One or more of the following methods, which will be specified in the written directive, shall determine the value of the Work directed under this allowance.
  - 1. By applying the applicable price or prices set forth in the Contract Documents or by applying a Unit Price agreed to by both parties.

2. By estimating the fair and reasonable cost of:
    - a. Labor including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of Prime Contract designated representative directly employed at the site.
    - b. Materials.
    - c. Equipment, excluding hand tools.
  3. Time and Materials
  4. The Owner reserves the right to utilize these methods provided it notifies the Prime Contract of its intent to do so prior to the time the Prime Contract is properly authorized to commence performance of such work.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.
- E. Unused Materials:
1. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  2. If requested by Architect and/or Construction Manager, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- A. Include in the base bid allowances in the amount/area listed below for all scope pertaining to General Construction.

1. \$29,500 Allowance for unforeseen conditions – If bidding on GC Contract
2. \$29,500 Allowance for unforeseen conditions – If bidding on EC Contract
3. \$29,500 Allowance for unforeseen conditions – If bidding on MC Contract
4. \$29,500 Allowance for unforeseen conditions – If bidding on PC Contract
5. \$29,500 Allowance for unforeseen conditions – If bidding on KE Contract

END OF SECTION 012100